

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE SHIELDS HEALTH GROUP, INC
DATA BREACH LITIGATION

CASE NO. 1:22-cv-10901-PBS

Hon. Patti B. Saris

AND

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

CONSTANTINE KOSSIFOS, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

**SHIELDS HEALTH CARE GROUP,
INC.,**

Defendant.

**SUPERIOR COURT
TRIAL COURT DEPARTMENT**

CASE NO. 2282-cv-00561

CONSOLIDATED WITH

ESSEX, ss.

**AMANDA JOHNSON, CHRISTINE
CAMBRIA, COURTNEY HORGAN, and
KENNETH VANDAM**, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

**SHIELDS HEALTH CARE GROUP,
INC.,**

Defendant.

**SUPERIOR COURT
TRIAL COURT DEPARTMENT**

CASE NO. 2277-cv-00839

NORFOLK, ss.

**WILLIAM BISCAN, TENNIE KOMAR,
and LISA SMITH**, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

**SHIELDS HEALTH CARE GROUP,
INC.,**

Defendant.

**SUPERIOR COURT
TRIAL COURT DEPARTMENT**

CASE NO. 2382-cv-0023

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between, as hereinafter defined: (a) the Representative Plaintiffs,¹ on behalf of themselves and the Settlement Class; and (b) Defendant Shields Health Care Group, Inc. (“Shields” or “Defendant”). This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in the litigation in the two above-captioned consolidated actions entitled *In re Shields Health Group, Inc. Data Breach Litigation*, Case No. 1:22-cv-10901-PBS, pending in the United States District Court for the District of Massachusetts (the “Federal Action”); and *Kossifos, et al., v. Shields Health Care Group, Inc.*, Case No. 2282-cv-00561, consolidated with *Johnson et al. v. Shields Health Care Group, Inc.*, Case No. 2277-cv-00839 and *Biscan et al. v. Shields Health Care Group, Inc.*, Case No. 2382-0023, all pending in Norfolk Superior Court in the Commonwealth of Massachusetts (the “State Action”) (collectively referred to herein as “the Litigation”), as set forth herein.

¹ All capitalized terms are defined in Section 2 below.

1. Recitals

- 1.1. On or around March 28, 2022, Shields discovered suspicious activity within its network and determined that third-party cybercriminals had gained unauthorized access to Shields' network intermittently between March 7, 2022 and March 21, 2022 (the "Data Incident").
- 1.2. Shields' investigation determined that certain files, which may have included Settlement Class Members' Personal Information, may have been viewed and/or taken by the unauthorized actors.
- 1.3. While working diligently with its counsel and a third party to perform a comprehensive review of all information contained in the databases as potentially impacted, and coordinating with its Health Care Facility Partners, Shields posted notice of the Incident on its website's home page on May 27, 2022.
- 1.4. On or around July 25, 2022, Shields began providing rolling notice of the Data Incident to impacted individuals. Shields continued to send notice to impacted victims over the next several months.
- 1.5. By April 19, 2023, Shields determined that the total number of individuals impacted by the Data Incident was 2,382,578.

The Federal Action

- 1.6. Beginning on June 9, 2022, Plaintiffs William Biscan, Lisa Smith, James Buechler, Elsie Diaz, Jonathan Roach Tennie Komar, Debra Monette, and Julie Colby ("Initial Federal Plaintiffs") filed proposed class action complaints in the United States District Court for the District of Massachusetts, asserting claims arising out of the Data Incident.

- 1.7. Thereafter, various Initial Federal Plaintiffs moved to consolidate and for appointment of their counsel as Interim Class Counsel.
- 1.8. By Order dated September 16, 2022, the Court appointed Interim Class Counsel, with George Feldman McDonald, PLLC, Lynch Carpenter LLP, and Keller Postman serving as Interim Co-Lead Class Counsel,² Berman Tabacco and Block & Leviton serving as Interim Co-Liaison Counsel, and the following firms serving as Interim Executive Committee: Barrack, Rodos & Bacine, Kantrowitz, Goldhamer & Graifman, P.C., Finkelstein, Blankinship, Frei-Pearson & Garber, LLP, Milberg LLP, Morgan & Morgan, Lynch Carpenter LLP, Scott+Scott Attorneys at Law LLP,³ Sweeney Merrigan Law LLC, and Wolf, Haldenstein, Adler, Freeman & Herz LLP.
- 1.9. On January 9, 2023, Federal Plaintiffs—James Buechler, Julie Colby, John Kennedy, Sharon Pimental, and Cindy Tapper—filed a Consolidated Class Action Complaint (the “Federal CAC”), which, among other changes, consolidated the facts and claims of the related actions filed in this federal district and re-defined the scope of the Federal Action to be on behalf of a proposed nationwide class with the exception of plaintiffs who are citizens of the Commonwealth of Massachusetts.

² Elizabeth Pollock Avery of Lynch Carpenter, LLP and Seth Meyer of Keller Postman LLC were initially appointed Interim Co-Lead Counsel with Lori G. Feldman of George Feldman McDonald, PLLC. By Order dated October 16, 2023, Alex Dravillas of Keller Postman LLC was substituted for Mr. Meyer as Interim Co-Lead Counsel, and by Order dated May 9, 2024, Kelly K. Iverson of Lynch Carpenter, LLP was substituted for Ms. Pollock Avery as Interim Co-Lead Counsel.

³ Carey Alexander of Scott+Scott Attorneys at Law LLP was initially appointed Interim Executive Committee Member. By Order dated September 16, 2024, Anjori Mitra of Scott+Scott Attorneys at Law LLP was substituted for Mr. Alexander.

- 1.10. After the appointment of Federal Plaintiffs' leadership, but prior to the filing of the Federal CAC, counsel for Shields and Interim Co-Lead Class Counsel extensively met and conferred on issues relating to federal subject matter jurisdiction.
- 1.11. On August 23, 2023, Shields filed its motion to dismiss the Federal CAC.
- 1.12. On October 2, 2023, Federal Plaintiffs filed their opposition to the motion to dismiss filed by Shields.
- 1.13. On October 26, 2023, Shields filed its reply in further support of its motion to dismiss.
- 1.14. On November 27, 2023, the parties appeared before Judge Saris and presented oral argument relating to Shields' motion to dismiss.
- 1.15. On February 6, 2024, the parties filed a Notice of Scheduled Mediation advising the Court that they would engage in a mediation session on April 9, 2024.
- 1.16. On March 5, 2024, Judge Saris entered a Memorandum Opinion and Order allowing in part and denying in part Shields' motion to dismiss the Federal CAC.
- 1.17. On March 19, 2024, Shields filed its Answer to the Federal CAC.
- 1.18. As reflected in its Answer, Defendant denies all material allegations of wrongdoing in the Federal CAC and specifically denies all statutory, common law, and contract-related claims, including those alleging it had inadequate data security, failed to properly protect any personal data, failed to provide adequate and timely notice of the Data Incident, or committed any unfair or deceptive practices, and disputes that Plaintiffs have suffered any damages as a result of the Data Incident.
- 1.19. The parties continued to engage in discovery in the Federal Action, with work being done up until they reached an agreement-in-principle to settle the Litigation.

The State Action

- 1.20. Beginning on June 16, 2022, Plaintiffs Constantine Kossifos, William Biscan, Tennie Komar, Lisa Smith, Amanda Johnson, Christine Cambria, Courtney Horgan, and Kenneth Vandam (“Initial State Plaintiffs”) filed proposed class action complaints in Norfolk and Essex Counties of the Massachusetts Superior Courts, asserting claims arising out of the Data Incident.
- 1.21. On March 15, 2023, Shields moved to consolidate the Initial State Plaintiffs’ actions into a single action in Norfolk County.
- 1.22. The Initial State Plaintiffs’ cases were consolidated by Order dated March 16, 2023.
- 1.23. On September 7, 2023, State Plaintiffs—Constantine Kossifos, William Biscan, Tennie Komar, Lisa Smith, Amanda Johnson, Christine Cambria, Courtney Horgan, Kenneth Vandam, Peter Shea, and Maria Melo—filed their Consolidated Amended Complaint (the “State CAC”).
- 1.24. On February 5, 2024, Shields filed the Superior Court Rule 9A package for its motion to dismiss the State CAC. This package included the State Plaintiffs’ opposition papers and Shields’ reply brief.
- 1.25. On May 29, 2024, the parties presented oral argument on Shields’ motion to dismiss the State CAC.
- 1.26. By Order dated July 11, 2024, the Honorable Joseph Leighton issued a Memorandum and Order on Defendant’s Motion to Dismiss, allowing certain counts in the State CAC to proceed and dismissing others.
- 1.27. On July 22, 2024, Shields filed its Answer in the State Action.

- 1.28. As reflected in its Answer, Defendant denies all material allegations of wrongdoing in the State CAC and specifically denies all statutory, common law, and contract-related claims, including those alleging it had inadequate data security, failed to properly protect any personal data, failed to provide adequate and timely notice of the Data Incident, or committed any unfair or deceptive practices, and disputes that Plaintiffs have suffered any damages as a result of the Data Incident.
- 1.29. The parties continued to engage in discovery in the State Action, with work being done up until they reached an agreement-in-principle to settle the Litigation.

The Mediations

- 1.30. On April 5, 2024, the Parties attended an all-day mediation before Honorable Wayne Andersen (Ret.), in which they engaged in arm's-length negotiations. The Parties failed to reach an agreement in principle during that mediation session.
- 1.31. After additional case activity, discovery, and court decisions, the Parties scheduled a second mediation with the Honorable Wayne Andersen (Ret.).
- 1.32. The second mediation took place in person in Naples, Florida on November 15, 2024. Once again, counsel engaged in arm's-length negotiations. Counsel for the Parties failed to reach an agreement in principle during that mediation but kept the session open for continuing negotiations.
- 1.33. After continued discussion facilitated through the mediator, Judge Andersen made a mediator's proposal, which ultimately led to this settlement of the Litigation.
- 1.34. The Parties recognize the expense and risk inherent in continued litigation of the Federal and State Actions through further motion practice, discovery, trial, and any possible appeals. The Parties have considered the uncertainty of the outcome of further litigation,

and the expense, difficulties, and delays inherent in such litigation. The Parties, though confident of their ability to overcome the challenges, are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Federal and State Actions and the defenses thereto. The Parties have determined that the settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable, and adequate. The Parties have therefore agreed to the settlement set forth in the terms and provisions of this Agreement, subject to Court approval of both the Federal and State Courts.

- 1.35. It is the intention of the Parties to resolve the disputes and claims as set forth in the terms below.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described, and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

2. Definitions

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

- 2.1. “Administration and Notice Costs” means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement, including all costs and expenses incurred in connection with implementing and executing the Notice Plan and notice required by the Class Action Fairness Act, administering the Settlement, and any Taxes owed relating to the Qualified Settlement Fund Account.

- 2.2. “Agreement” or “Settlement Agreement” or “Settlement” means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the settlement of the Action between them and which is subject to approval by the Court.
- 2.3. “Approved Claims” means Settlement Claims completed using a Claim Form, submitted by the Claims Deadline, and found to be valid and in an amount approved by the Settlement Administrator.
- 2.4. “Attorneys’ Fees” means the attorneys’ fees that Class Counsel in the Litigation request the Court to approve for payment from the Settlement Fund as compensation for work in prosecuting and settling the Action.
- 2.5. “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the United States federal government.
- 2.6. “Claim Form” means the claim form attached as Exhibit C, or a claim form approved by the Courts that is substantially similar to Exhibit C.
- 2.7. “Claims Deadline” means the deadline by which Settlement Class Members must submit any Settlement Claims. Unless otherwise agreed by the Parties or ordered by the Court, Settlement Claims submitted after the Claims Deadline will not be timely, will not qualify for approval, and will be rejected. The Claims Deadline shall be set by the Court in the Preliminary Approval Order and shall be seventy-five (75) days after the Notice Date.
- 2.8. “Courts” means both the United States District Court for the District of Massachusetts and the Norfolk Superior Court for the Commonwealth of Massachusetts, acting separately in their respective actions (the Federal Action and the State Action), but issuing the same ruling, as described.

- 2.9. “Data Incident” means the unauthorized third-party access to Shields’ network that was discovered by Defendant on or around March 28, 2022, and which is the subject of the Litigation.
- 2.10. “Defendant” means Shields Health Care Group, Inc.
- 2.11. “Defendant’s Counsel” means the undersigned attorneys for Defendant Shields Health Care Group, Inc., from the law firm of Mullen Coughlin LLC.
- 2.12. “Defendant’s Health Care Facility Partners” means the health care facility partners of Defendant, for which Defendant maintained, stored, or had access to patient and/or employee information and which information was potentially impacted in the Incident. Such arrangement may include, but not is limited to, those entities with which Defendant has or had a relationship through a joint venture arrangement, partnership, business associate agreement, or otherwise. Defendant’s Health Care Facility Partners includes all entities disclosed by Defendant to the U.S. Dept. of Health and Human Services Office of Civil Rights and/or states’ attorneys general offices in its reporting of the Incident, which disclosures are publicly available.
- 2.13. “Effective Date” means the date set forth in Section 13 of this Agreement.
- 2.14. “Entity” means any corporation, partnership, limited liability company, association, trust, or other organization of any type.
- 2.15. “Expenses” means the reasonable costs and expenses incurred in litigating the Federal and State Actions that Class Counsel request the Courts to approve for payment from the Settlement Fund.

- 2.16. “Federal Action” means the consolidated action filed in the United States District Court for the District of Massachusetts and captioned *In Re Shields Health Group, Inc. Data Breach Litigation*, Case No. 1:22-cv-10901-PBS (D. Mass.).
- 2.17. “Federal CAC” means the Consolidated Class Action Complaint in the Federal Action, at Docket Entry Number 64, filed on January 9, 2023.
- 2.18. “Federal Court” means the United States District Court for the District of Massachusetts, where the Federal Action is pending.
- 2.19. “Federal Plaintiffs” means Plaintiffs James Buechler, Julie Colby, John Kennedy, Sharon Pimental, and Cindy Tapper, which are the plaintiffs named in the Federal CAC.
- 2.20. “Final Approval” means entry of a Final Approval Order and Judgment in both the Federal and State Actions.
- 2.21. “Final Approval Hearing” means the hearings to be conducted before the Courts to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to: 1) Federal Rule of Civil Procedure 23 and whether to enter a Final Approval Order and Judgment in the Federal Action and 2) Massachusetts Rule of Civil Procedure 23 and whether to enter a Final Approval Order and Judgment in the State Action. The Final Approval Order and Judgments in each of the actions in the Litigation shall be entered no earlier than ninety (90) days after notices are mailed to ensure sufficient time for compliance with the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715 in the Federal Action.
- 2.22. “Final Approval Order(s) and Judgment(s)” means an order and judgment that each of the Courts enter after the Final Approval Hearings in the Federal and State Actions, which, among other things, finally approves the Agreement, finally certifies the

Settlement Class for settlement purposes, dismisses all claims in the Litigation against Defendant with prejudice, and releases the Released Parties from the Released Claims, materially in the form of the proposed Final Approval Order and Judgments attached as Exhibit F1 (Federal Action) and F2 (State Action).

- 2.23. “Judgment(s)” means the Final Approval Order and Judgments entered in the Federal Action and the State Action.
- 2.24. “Litigation” means the State Action and the Federal Action, collectively.
- 2.25. “Long Notice” means the long form notice attached as Exhibit B, or substantially similar to the long form notice attached as Exhibit B.
- 2.26. “Notice Date” means the date by which notice will be fully commenced, which shall be no later than thirty (30) days after the Courts enter the Preliminary Approval Order.
- 2.27. “Notice Plan” means the settlement notice program attached as Exhibit D, or substantially similar to the settlement notice program attached as Exhibit D, to be presented to the Courts for approval in connection with a motion seeking a Preliminary Approval Order.
- 2.28. “Objection Deadline” means the deadline by which objections to the Settlement must be postmarked or submitted electronically to the Settlement Administrator. Such deadline shall be sixty (60) days after the Notice Date.
- 2.29. “Opt-Out Deadline” means the deadline by which any requests for exclusion from the Settlement submitted by members of the Federal Action Settlement Class must be postmarked or submitted electronically as set forth in the Federal Action Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date.

- 2.30. “Parties” means the Representative Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant Shields Health Care Group, Inc.
- 2.31. “Parties’ Counsel” means Plaintiffs’ Class Counsel and Defendant’s Counsel.
- 2.32. “Personal Information” means all Settlement Class Member-specific information identified by Shields as being potentially compromised, accessed, exfiltrated, or otherwise impacted as a result of the Data Incident, including any personal health information.
- 2.33. “Plaintiffs” or “Representative Plaintiffs” means Federal Plaintiffs and State Plaintiffs, as defined herein.
- 2.34. “Plaintiffs’ Counsel,” “Representative Plaintiffs’ Counsel” or “Class Counsel” means George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman; Morgan & Morgan; Mazow McCullough, PC; Barrack, Rodos & Bacine; Kantrowitz, Goldhamer & Graifman, P.C.; Finkelstein, Blankinship, Frei-Pearson & Garber, LLP; Milberg LLP; Scott+Scott Attorneys at Law LLP; Sweeney Merrigan Law LLC; Wolf, Haldenstein, Adler, Freeman & Herz LLP; Berman Tabacco; and Block & Leviton;
- 2.35. “Preliminary Approval Order” means the Courts’ order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Settlement Class, and in the form of, or materially in the form of, the proposed Preliminary Approval Orders attached as Exhibit E1 (Federal Action) and E2 (State Action).
- 2.36. “Qualified Settlement Fund Account” means the account established by the Settlement Administrator and controlled by the Settlement Administrator subject to the terms of this Agreement and the Courts’ orders in which the Settlement Fund will be held, as described

in Section 3.2 of this Agreement. The Qualified Settlement Fund Account is intended to be a “qualified settlement fund” within the meaning of Internal Revenue Code § 468B and Treasury Regulation § 1.468B-1. Defendant shall retain no rights or reversionary interests in the settlement monies once transferred to the Qualified Settlement Fund Account, except as set forth in Section 13.2.

- 2.37. “Related Entities” means Defendant and Defendant’s Health Care Facility Partners’ past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint ventures, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them, other than any individual who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge.
- 2.38. “Released Claims” means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including but not limited to monetary sanctions or damages for contempt, injunctive or declaratory relief, mandamus, rescission, general, direct, compensatory, special, liquidated, indirect, incidental, consequential, or punitive

damages, as well as any and all claims for double, treble, or multiple damages, statutory damages, penalties, interest, attorneys' fees, costs, or expenses, whether known or unknown (including Unknown Claims), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Incident, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action, including but not limited to those in the Federal CAC, State CAC, and the pre-consolidation complaints filed in the Litigation.

For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A *et seq.*; Mass. Gen. Laws c. 214, § 1B; Mass. Gen. Laws c. 111, § 70E; the Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, *et seq.*; the Maine Unfair Trade Practices Act, Me. Rev. Stat. tit. 5 §§ 205, 213, *et seq.*; the Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. tit. 10 § 1212, *et seq.*; the Maine Confidentiality of Health Care Information Law, Me. Rev. Stat. tit. 22 § 1711-C, *et seq.*; the Maryland Consumer Protection Act, Md. Code Ann., Com. Law § 13-101, *et seq.*; the Maryland Personal Information Protection Act; Md. Code Ann., Com. Law § 14-3501, *et seq.*; the Maryland Social Security Number Privacy Act, Md. Code Ann., Com. Law § 4-3401, *et seq.*; the New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. 358-A, *et seq.*; the New Hampshire Notice of Security Breach statute, N.H. Rev. Stat. Ann. § 359-C:20, *et seq.*; the California Consumer Privacy Act,

Cal. Civ. Code §§ 1798.100 *et seq.*; and any similar statutes in effect in the United States or in any state in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitution of the United States or of any state in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, mandamus, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

- 2.39. "Released Party" or "Released Parties" means Defendant, Defendant's Health Care Facility Partners, the Related Entities and each of their past or present parent companies, subsidiaries, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants,

employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

2.40. “Releasing Party” or “Releasing Parties” means the Representative Plaintiffs and all Settlement Class Members who do not timely and validly opt out of the Settlement.

2.41. “Remainder Funds” means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund provided for in this Settlement Agreement. The funds remaining in the Settlement Fund after settlement payments have been distributed and the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to the Massachusetts Local Consumer Aid Fund, if approved by the Courts, and, if not, one or more other Court-approved charitable organization(s) as a *cy pres* distribution. If the Courts do not approve the Massachusetts Local Consumer Aid Fund, Defendant shall select the alternative charitable organization or organizations to be recipient(s) of any *cy pres* distribution, and, if such selection is approved by Settlement Class Counsel (which approval shall not be unreasonably withheld), the Parties will jointly recommend the entity or entities to the Courts as recipient(s) of any *cy pres* distribution. The parties shall provide notice to the Massachusetts IOLTA Committee of any *cy pres* distribution in order to provide it an opportunity to also apply to receive any *cy pres* distribution.

2.42. “Service Awards” means the amount awarded by the Courts and paid to the Representative Plaintiffs in recognition of their role in the Action, as set forth in Section 12 of this Settlement Agreement.

- 2.43. “Settlement Administrator” means Analytics Consulting, LLC, which the parties have agreed on to serve as settlement administrator. A different Settlement Administrator may be substituted if approved by order of the Courts.
- 2.44. “Settlement Claims” means any claim or request for settlement benefits provided for in this Settlement Agreement.
- 2.45. “Settlement Class” means all persons residing in the United States that Shields identified as potentially having their Personal Information impacted by the Data Incident. Defendant represents that the Settlement Class consists of approximately 2,382,578 individuals.
- 2.45.1. The Settlement Class specifically excludes: (1) any Judge or Magistrate Judge presiding over the Litigation, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members, and shareholders of the Defendant; (3) persons in the Federal Action Settlement Class who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; (4) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Parties’ Counsel; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge.
- 2.45.2. “Federal Action Settlement Class” means all Settlement Class Members that are residents of any U.S. State, U.S. territory, or the District of Columbia, other than Massachusetts.

- 2.45.3. “State Action Settlement Class” means all Settlement Class Members that are residents of Massachusetts.
- 2.46. “Settlement Class Member” means any person who falls within the definition of the Settlement Class.
- 2.46.1. “Settlement Class Counsel” means George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman; Morgan & Morgan; and Mazow McCullough, PC.
- 2.47. “Settlement Fund” means the fifteen million three hundred fifty thousand United States Dollars (\$15,350,000.00) that Defendant shall cause to be fully paid pursuant to Section 3 of this Settlement Agreement once the Effective Date has passed.
- 2.48. “Settlement Website” means the Internet website to be created, launched, and maintained by the Settlement Administrator, and which: allows for the electronic submission of Claim Forms and any requests by the Federal Action Settlement Class members for exclusion from the Settlement, and provides access to relevant case documents, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.
- 2.49. “Short Notice” means the short form fold-over post-card notice attached as Exhibit A or substantially similar to the short form notice attached as Exhibit A.
- 2.50. “State Action” means the consolidated action filed in Norfolk Superior Court in the Commonwealth of Massachusetts entitled *Kossifos v. Shields Health Care Group, Inc.*, No. 2282-cv-00561 (Norfolk County), consolidated with *Johnson v. Shields Health Care Group, Inc.*, No. 2277-cv-00839 (Essex County) and *Biscan v. Shields Health Care Group, Inc.*, No. 2382-cv-0023 (Norfolk County).

- 2.51. “State CAC” means the Consolidated Class Action Complaint in the State Action at Ref. File No. 12, filed on September 7, 2023.
- 2.52. “State Court” means the Norfolk Superior Court in the Commonwealth of Massachusetts where the State Action is pending.
- 2.53. “State Plaintiffs” means Plaintiffs Constantine Kossifos, William Biscan, Tennie Komar, Lisa Smith, Amanda Johnson, Christine Cambria, Courtney Horgan, Kenneth Vandam, Peter Shea, and Maria Melo, which are the plaintiffs named in the State CAC.
- 2.54. “Taxes” means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties’ Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).
- 2.55. “Unknown Claims” means any and all Released Claims that any Representative Plaintiff or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date,

Representative Plaintiffs and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Representative Plaintiffs acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims is a material element of the Settlement Agreement of which this release is a part.

3. Settlement Fund

3.1. The Settlement Fund shall consist of a common fund of fifteen million three hundred and fifty thousand United States Dollars (\$15,350,000.00), which shall be paid as follows:

3.1.1. Within twenty (20) days of the Preliminary Approval Order, Defendant will pay or cause to be paid to the Settlement Administrator an amount indicated by the Settlement Administrator as the estimated cost for notice to be sent to all Settlement Class Members, which amount will be credited towards the \$15,350,000.00 total amount of the Settlement Fund. The Settlement Administrator shall provide an invoice for this amount, as well as payment instructions, within five (5) days of the Preliminary Approval Order.

- 3.1.2. Within twenty (20) days of the Effective Date, Defendant shall deposit or cause to be deposited the remaining balance of the Settlement Fund into the Settlement Fund Account.
- 3.2. The Settlement Fund shall be deposited into an interest-bearing Qualified Settlement Fund Account, established and maintained by the Settlement Administrator, for the benefit of the Settlement Class.
- 3.3. The Settlement Fund shall be used to pay for: (i) Administration and Notice Costs; (ii) Approved Claims; (iii) Service Awards for the Representative Plaintiffs approved by the Courts; and (iv) Attorneys' Fees and Expenses approved by the Courts. In no event shall Defendant be obligated to pay more than fifteen million three hundred fifty thousand United States Dollars (\$15,350,000.00) in connection with the Settlement Agreement, except as expressly set forth in Section 5 of this Agreement.
- 3.4. All Taxes relating to the Qualified Settlement Fund Account shall be paid out of the Qualified Settlement Fund Account, shall be considered to be an Administration and Notice Cost, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Qualified Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

4. Settlement Benefits

- 4.1. All Settlement Class Members who submit a valid and timely Approved Claim using the Claim Form, which is attached as Exhibit C to this Settlement Agreement, are eligible to receive:
- 4.2. Reimbursement for "Ordinary" Out-of-Pocket Losses and/or Ordinary Attested Time.
All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses

or Ordinary Attested Time up to a total of two thousand five hundred United States Dollars (\$2,500.00) per individual.

- 4.2.1. “Ordinary Out-of-Pocket Losses” are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member in responding to the Data Incident and/or notice of the Data Incident. Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.
- 4.2.2. “Ordinary Attested Time” means up to five (5) hours of time at a rate of thirty United States Dollars (\$30.00) per hour attested to be spent in responding to the Data Incident and/or notice of the Data Incident.
- 4.2.3. Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information and third-party documentation required to evaluate the claim as set forth in the Claim Form, including but not limited to: (1) the Settlement Class Member’s name and current address; (2) documentation supporting the unreimbursed cost(s), loss(es), or expenditure(s); and (3) a brief description of the documentation describing the nature of the cost(s), loss(es), or expenditure(s), if the nature of the cost(s), loss(es), or expenditure(s) are not apparent from the documentation alone. Documentation supporting Ordinary Out-of-Pocket Losses may include receipts or other documentation not “self-prepared” by the Settlement

Class Member that documents the cost(s), loss(es), or expenditure(s) incurred as a result of the Data Incident.

4.3. Reimbursement for “Extraordinary” Losses and Extraordinary Attested Time. In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Losses and/or Extraordinary Attested Time up to twenty-five thousand United States Dollars (\$25,000.00) per individual, in the aggregate as set forth herein.

4.3.1. “Extraordinary Losses” are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member that are more likely than not connected to the Data Incident, and are costs, losses, or expenditures that are not reimbursable as Ordinary Out-of-Pocket Losses. Extraordinary Losses may include, without limitation, any unreimbursed costs, losses, or expenditures incurred as a result of identity theft, fraud, falsified tax returns, real estate title fraud, financial fraud, government benefits fraud, or other misuse of the Settlement Class Member’s Personal Information.

4.3.2. “Extraordinary Attested Time” means up to twenty (20) hours of time spent remedying identity theft, fraud, or other misuse of their Personal Information more likely than not connected to the Data Incident at a rate of thirty United States Dollars (\$30.00) per hour by providing an attestation and a brief description of: (1) the nature and date(s) of identity theft, fraud, or misuse of Personal Information; (2) the actions taken to remedy identity theft, fraud, or other misuse of their Personal Information; and (3) the total time associated with each action.

The Settlement Administrator may request third-party documentation, not self-prepared, if deemed necessary to validate an allegation of identity theft, fraud or misuse that is the basis of a claim for Extraordinary Attested Time. The combined total of claimed Ordinary Attested Time and Extraordinary Attested Time cannot exceed 20 hours. Such time may not also be accounted for through reimbursement of Extraordinary Losses.

- 4.3.3. Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary Losses must provide to the Settlement Administrator all information required to evaluate the claim as set forth in the Claim Form, including but not limited to: (1) the Settlement Class Member's name and current address; (2) third-party documentation supporting the unreimbursed cost(s), loss(es), or expenditure(s); and (3) a brief description of the documentation describing the nature of the cost(s), loss(es), or expenditure(s), if the nature of the cost(s), loss(es), or expenditure(s) is not apparent from the documentation alone. Documentation supporting Extraordinary Losses may include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the unreimbursed cost(s), loss(es), or expenditure(s) incurred.
- 4.3.4. Extraordinary Losses will be deemed "more likely than not connected" to the Data Breach if: (1) the unreimbursed cost(s), loss(es), or expenditure(s) were incurred in responding to the Data Incident and/or notice of the Data Incident; and (2) the personal information used to commit identity theft, fraud, or other misuse consisted of the same type of Personal Information that was provided to Defendant

prior to the Data Incident or that can be reasonably obtained on the basis of Personal Information that was provided to Defendant prior to the Data Incident.

- 4.4. The total amount of compensation that can be claimed for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time cannot exceed twenty-five thousand United States Dollars (\$25,000.00) per individual in the aggregate.
- 4.5. Alternative Cash Payment. As an alternative to making a claim for any combination of Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Out-of-Pocket Losses, and/or Extraordinary Attested Time, Settlement Class Members may elect to receive a flat cash payment of fifty United States Dollars (\$50.00).
- 4.6. Settlement Class Members requesting any benefits under the Settlement must complete and submit either a hard copy or online Claim Form to the Settlement Administrator, postmarked or electronically submitted on or before the Claims Deadline. For Settlement Class Members who submit a claim for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and/or Extraordinary Attested Time, the Claim Form must be verified by the Settlement Class Member with an attestation that the Settlement Class Member believes that the harm, loss(es), unreimbursed cost(s), and/or expenditure(s) were incurred as a result of the Data Incident and/or notice of the Data Incident. Settlement Class Members who received written notice of the Data Incident must include their Unique Class Member ID on their Claim Form. The Unique Class Member ID can be found on the Short Form Notice.
- 4.7. Pro Rata Increase / Reduction. If the total amount of Approved Claims submitted under Section 4, after accounting for Administration and Notice Costs, Service Awards, and

Attorneys' Fees and Expenses as approved by the Court, exceeds the amount of the Settlement Fund, then Approved Claims under Section 4 shall be reduced on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 4, after accounting for Administration and Notice Costs, Service Awards, and Attorneys' Fees and Expenses as approved by the Court, does not exceed the amount of the Settlement Fund. If the total amount of Approved Claims submitted under Section 4, after accounting for Administration and Notice Costs, Service Awards, and Attorneys' Fees and Expenses as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims under Section 4 shall be increased on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 4, after accounting for Administration and Notice Costs, Service Awards, and Attorneys' Fees and Expenses as approved by the Court, equals (as reasonably close as possible and without exceeding) the amount of the Settlement Fund. The Settlement Administrator shall reasonably exercise its discretion for purposes of implementing any *pro rata* increase or decrease provided herein to account for estimated, but not yet incurred, Administration and Notice Costs. However, in no event shall any Settlement Class Member receive more than four hundred dollars (\$400.00) in addition to what they will receive for an Approved Claim that does not require third-party documentation. For the avoidance of doubt, in no event shall Defendant's liability or obligation under this Settlement Agreement exceed the Settlement Fund.

- 4.8. Remainder Funds. Approved Claims will be paid via electronic payment or check mailed to the Settlement Class Member. Settlement Class Members will have ninety (90) days to cash the checks or electronically receive the payments, after which any uncashed

checks will be void and the ability to receive electronic payments will expire. All funds remaining in the Qualified Settlement Fund Account after the disbursement to Settlement Class Members, for Notice and Administration, and for Attorneys' Fees, Costs, and Services Awards, and following the preparation of any required tax documents, will become the Remainder Fund for *cy pres* distribution, subject to approval by the Courts.

- 4.9. For the avoidance of doubt, following payment of the Settlement Fund monies as described in Section 3 of this Settlement Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements.

5. Data Security Enhancements

- 5.1. Since the Incident, Defendant has invested significantly in remediation, cybersecurity enhancements, and expansion of its IT workforce ("Data Security Enhancements"), and has committed to maintaining those investments and measures for the foreseeable future, details of which were confidentially shared with Plaintiffs' Counsel during settlement negotiations.
- 5.2. Actual costs for the implementation and maintenance of the Data Security Enhancements will be paid by Defendants apart from the Settlement Fund described in Section 3 of this Agreement.
- 5.3. Defendant shall provide a confidential declaration detailing all Data Security Enhancements implemented as a result of the Data Incident, which shall be filed under seal only upon the Courts' request.

6. Preliminary Approval Orders and Notice of Final Approval Hearing

- 6.1. As soon as practicable following execution of this Settlement Agreement, Representative Plaintiffs shall submit this Settlement Agreement to the Courts in the Litigation and file motions for preliminary approval of the Settlement with the Courts requesting entry of Preliminary Approval Orders substantially in the form attached hereto as Exhibits E1 (Federal Action) and E2 (State Action), requesting, among other things:
- 6.1.1. Certification of the Settlement Class for settlement purposes only;
 - 6.1.2. Preliminary approval of the Settlement Agreement;
 - 6.1.3. Appointment of Settlement Class Counsel as Settlement Class Counsel;
 - 6.1.4. Appointment of Representative Plaintiffs as Settlement Class Representatives;
 - 6.1.5. Approval of a Notice Plan substantially similar to the one attached hereto as Exhibit D;
 - 6.1.6. Approval of a Short Notice substantially similar to the one attached hereto as Exhibit A;
 - 6.1.7. Approval of a Long Notice substantially similar to the one attached hereto as Exhibit B;
 - 6.1.8. Approval of a Claim Form substantially similar to the one attached hereto as Exhibit C; and
 - 6.1.9. Appointment of the Settlement Administrator.
- 6.2. The Long Notice, Short Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed by the parties prior to submission to the Courts for approval.

7. Duties of the Settlement Administrator

7.1. The duties of the Settlement Administrator shall include:

7.1.1. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members. Specifically, the Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including any documentation that may be necessary to reasonably support amounts claimed as Ordinary Out-of-Pocket Losses or Extraordinary Losses; and (iii) the information submitted would lead a reasonable person to conclude, for a claim for Ordinary Out-of-Pocket Losses or Extraordinary Losses, that the alleged cost(s), loss(es), and/or expenditure(s) are more likely than not connected to the Data Incident.

7.1.2. The Settlement Administrator may at any time request from the claimant (including via email) supplemental claim information as the Settlement Administrator may reasonably require in order to evaluate the Settlement Claim, including documentation requested on the Claim Form and information regarding the claimed cost(s), loss(es), and/or expenditure(s). The Settlement Administrator shall use its good faith judgment to determine whether to request additional information for a deficient Claim. If supplemental claim information is requested, the Settlement Administrator shall give the claimant reasonable time, as determined by the Settlement Administrator's discretion but not exceeding thirty (30) days, to provide the requested supplemental claim information before rejecting the claim. Supplemental information, beyond membership in the

Settlement Class, contact information, and completion of the Claim Form, shall not be required for claims made for Attested Losses and Harm pursuant to Section 4.2.

- 7.1.3. Establishing and maintaining a post office box for, among other things, receiving requests from Federal Action Settlement Class members for exclusion from the Settlement;
- 7.1.4. Establishing and maintaining a Settlement website;
- 7.1.5. Responding to Settlement Class Member inquiries via U.S. mail, email, and/or telephone;
- 7.1.6. Establishing a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;
- 7.1.7. Paying all Taxes relating to the Settlement Fund and Settlement Fund Account;
- 7.1.8. Receiving and processing all written requests from Federal Action Settlement Class Members for exclusion from the Settlement and providing copies thereof to Defendant's Counsel and Settlement Class Counsel. If the Settlement Administrator receives any requests for exclusion or other requests after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Defendant's Counsel and Settlement Class Counsel;
- 7.1.9. Providing weekly reports to the Defendant's Counsel and Settlement Class Counsel summarizing the number of claims, written requests for exclusion, objections, and any other information requested by the Defendant's Counsel and Settlement Class Counsel;

- 7.1.10. Within five (5) Business Days after the Opt-Out Deadline, providing a final report to Defendant's Counsel and Settlement Class Counsel summarizing the number of written requests for exclusion (*i.e.*, requests to opt out of the Settlement), a list of all individuals who have timely and validly excluded themselves from the Settlement in accordance with the requirements of the Settlement, and any other information requested by Defendant's Counsel and Settlement Class Counsel;
 - 7.1.11. After the Effective Date, processing and transmitting any and all distributions to Settlement Class Members;
 - 7.1.12. Prior to the Final Approval Hearings, preparing and executing an affidavit or declaration to submit to the Federal Action Court that identifies each Federal Action Settlement Class Member who timely and validly requested exclusion from the Settlement;
 - 7.1.13. As specified in Section 3.3, all Administration and Notice Costs incurred by the Settlement Administrator or otherwise in connection with administering the Settlement shall be paid from the Settlement Fund; and
 - 7.1.14. Performing any other functions that the parties jointly agree are necessary to accomplish administration of the Settlement.
- 7.2. Neither the parties nor the parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Courts.
 - 7.3. Settlement Class Counsel shall request that, after notice is completed, the Courts hold Final Approval Hearings and grant final approval of the Settlement set forth herein.

8. Notice Plan

- 8.1. The Settlement Administrator shall be responsible for implementing and executing the Notice Plan consistent with Exhibit D, once approved by the Court.
- 8.2. Within two (2) Business Days after the Court's entry of a Preliminary Approval Order, Defendant shall provide the Settlement Administrator with all known and readily available mailing information for Settlement Class Members, including their U.S. mail addresses and, where available, email addresses.
- 8.3. As specified in Section 3.3, all costs incurred by the Settlement Administrator or otherwise relating to providing notice to Settlement Class Members shall be paid from the Settlement Fund.

9. CAFA Notice

- 9.1. Defendant will serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, no later than ten (10) days after this Agreement is filed with the Court.
- 9.2. The cost of providing notice pursuant to 28 U.S.C. § 1715 shall be paid from the Settlement Fund as an Administration and Notice Cost.

10. Opt-Outs by members of the Federal Action Settlement Class

- 10.1. Each individual within the Federal Action Settlement Class who wishes to exclude themselves from the Settlement must submit a written request for exclusion to the Settlement Administrator, which shall be postmarked or submitted electronically no later than the Opt-Out Deadline.
- 10.2. The written request for exclusion must:
 - (i) Identify the case name and number of the Action;

- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
 - (iii) Be personally signed by the individual seeking exclusion;
 - (iv) Include a statement clearly indicating the individual's intent to be excluded from the Settlement; and
 - (v) Request exclusion only for that one individual whose personal signature appears on the request.
- 10.3. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.
- 10.4. Opt-out requests seeking exclusion on behalf of a member of the State Action Settlement Class shall be deemed invalid by the Settlement Administrator, but shall be provided to Parties' Counsel.
- 10.5. Any member of the Federal Action Settlement Class who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in the Federal Action in connection with the Settlement Agreement; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.
- 10.6. Any member of the Federal Action Settlement Class who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class. Any individuals who submit a valid and timely request to be excluded from the

Settlement Class, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth herein shall be bound by the terms of this Settlement Agreement.

11. Objections

11.1. Any Settlement Class Member in either the Federal Action Settlement Class or the State Action Settlement Class who wishes to object to the Settlement must submit a written objection electronically or by first-class postage prepaid mail to the Settlement Administrator on or before the Objection Deadline, as specified in the Preliminary Approval Orders.

11.2. The written objection must include:

- a. the objector’s full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- c. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- d. a list of all expert witnesses who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- e. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- f. the objector’s signature (or, if represented by counsel, an attorney’s

signature).

- 11.3. Any Objector may be subject to discovery upon order of the Court.
- 11.4. Settlement Class Counsel shall file all objections received by the Settlement Administrator with the Courts in conjunction with their Motion for Final Approval.
- 11.5. Any Settlement Class Member who fails to object to the Settlement in the manner described herein, in the Preliminary Approval Orders, and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearings, and shall be precluded from seeking any review of the Settlement Agreement or the terms of the Settlement Agreement by appeal or any other means.

12. Attorneys' Fees and Expenses and Representative Plaintiffs' Service Awards

- 12.1. The parties did not discuss the payment of Attorneys' Fees and Expenses, other than that the Settlement Fund would be used to pay Attorneys' Fees and Expenses.
- 12.2. Class Counsel may seek approval by the Courts for an award of Attorneys' Fees in an amount not to exceed 33 1/3% (\$5,116,666.67) of the Settlement Fund, plus any Expenses. Any request for Attorneys' Fees and Expenses must be filed by Settlement Class Counsel with the Courts no later than thirty (30) days before the Objection Deadline. The Settlement Administrator shall pay any Attorneys' Fees and Expenses approved by the Courts, from the Settlement Fund, within five (5) days after Defendant makes the final payment to the Settlement Fund.
- 12.3. If this Agreement is terminated or otherwise does not become final (*e.g.*, disapproval by the Courts or any other court of competent jurisdiction), Defendant shall have no obligation to pay Attorneys' Fees or Expenses and shall only be required to pay any

Administration and Notice Costs already incurred. Under no circumstances will Class Counsel or any Settlement Class Member be liable for any Administration and Notice Costs.

- 12.4. Defendant agrees not to oppose a request by Settlement Class Counsel for payment of Service Awards to the Representative Plaintiffs of up to \$2,500 per Plaintiff.
- 12.5. Any award of Attorneys' Fees and Expenses are intended to be considered by the Courts separately from the Courts' consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Courts, or modification or reversal or appeal of any order of the Courts, concerning the amount(s) of any Attorneys' Fees and Expenses awarded by the Courts to Class Counsel or Representative Plaintiffs shall affect the finality of the Settlement or constitute grounds for cancellation or termination of this Settlement Agreement.

13. Conditions of Settlement, Effective Date, Cancellation or Termination

- 13.1. The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:
 - 13.1.1. The Parties execute this Agreement;
 - 13.1.2. The Courts enter their respective Preliminary Approval Order without material change to the parties' agreed-upon proposed Preliminary Approval Orders attached as Exhibits E1 and E2, which shall include approval of the Notice Plan;
 - 13.1.3. Notice is provided to the Settlement Class in accordance with the Preliminary Approval Orders and Notice Plan;
 - 13.1.4. Both Courts enter their respective Final Approval Order and Judgment; and

- 13.1.5. One of the following occurs: (i) any deadline to seek appeal, petition, rehearing, or other review of the Final Approval Order and Judgments has expired; or (ii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgments are affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.
- 13.2. In the event that the Settlement Agreement is not approved by both Courts or the Settlement Agreement is terminated in accordance with its terms: (i) the parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the parties' respective positions on the issue of class certification or any other issue) and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to the parties; and (ii) the terms and provisions of the Settlement Agreement shall be void and have no further force and effect with respect to the parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Courts or modification or reversal on appeal of any order reducing the amount of Attorneys' Fees and Expenses shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already incurred for Administration and Notice Costs

that have not already been paid after Preliminary Approval. Any amounts paid to the Settlement Administrator after Preliminary Approval for administration or notice costs or expenses not yet incurred, if any, shall be returned to Defendant. Defendant shall not otherwise, at any time, seek recovery of the same from any other party in the Action or from counsel to any other party to the Action.

- 13.3. This Settlement Agreement may be terminated and/or cancelled by any of the parties if: (i) either Court rejects, materially modifies, materially amends or changes, or declines to preliminarily approve or finally approve the Settlement Agreement, apart from the award of Attorneys' Fees and Expenses; (ii) any appellate court reverses the Preliminary Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Courts on remand; or (iii) the Courts or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, or the Settlement Agreement, apart from the award of Attorneys' Fees and Expenses
- 13.4. Defendant shall have the right to, in its sole discretion, terminate the Agreement if more than a specified number of Settlement Class Members submit valid requests to opt out of the Settlement Class, as agreed to by the Parties in a separate writing that has been executed by the Parties contemporaneous with the execution of this Agreement and, if requested, will be submitted to the Court for *in camera* review. In no event will Class Counsel, the Settlement Class Representatives, Defendant's officers or employees, or Defendant's Counsel encourage Class Members to opt out of the Settlement Class. If Defendant elects to terminate the Settlement pursuant to this Section, it shall provide

written notice to Settlement Class Counsel no later than ten (10) days after the Opt-Out Deadline.

- 13.5. The parties shall have sixty (60) days from the date of such occurrence or non-occurrence listed above to work together in good faith to consider, draft, and submit reasonable modifications to the Agreement to address any issues identified by the Courts or that otherwise caused the Preliminary Approval Order and Judgments or Final Approval Order and Judgments not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either party may at their sole discretion terminate the Agreement on seven (7) days written notice to the other party. For avoidance of any doubt, neither party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

14. Release

- 14.1. Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiffs, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Defendant, Defendant's Health Care Facility Partners, the Related Entities, and the Released Parties from all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than

participation in the Settlement as provided herein) in which any Released Claim is asserted.

15. Notices

15.1. All notices to Class Counsel provided for in this Agreement shall be sent by email and First-Class U.S. Mail to the following:

Lori G. Feldman
GEORGE FELDMAN MCDONALD, PLLC
102 Half Moon Bay Drive
Croton-on-Hudson, NY 10520
Telephone: (917) 983-9321
Facsimile: (888) 421-4173
Email: lfeldman@4-justice.com

Kelly Iverson
LYNCH CARPENTER, LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
Telephone: (412) 322-9243
Facsimile: (412) 231-0246
Email: kelly@lcllp.com

John Yanchunis
MORGAN & MORGAN
COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
Telephone: (813) 559-4908
Facsimile: (813) 223-5402
Email: jyanchunis@forthepeople.com

15.2. All notices to Defendant or Defendant's Counsel provided for in this Agreement shall be sent by email and First-Class U.S. Mail to the following:

Claudia D. McCarron
Jordan S. O'Donnell
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
Telephone : (267) 930-4770

Email : cmccarron@mullen.law
jsodonnell@mullen.law

- 15.3. All notices to the Settlement Administrator provided for in this Agreement shall be sent by First-Class U.S. Mail to the following:

Shields Data Incident
PO Box 2010
Chanhassen, MN 55317-2010

- 15.4. The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement website.

16. Miscellaneous Provisions

- 16.1. The parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; and (iii) agree to exercise their commercially reasonable best efforts to accomplish the terms and conditions of this Settlement Agreement.
- 16.2. The parties intend for this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement compromises claims that are contested and shall not be deemed an admission by the parties as to the merits of any claim or defense. The parties each agree that the Settlement was negotiated in good faith by the parties, that it reflects a Settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the parties agree that this Agreement is to be deemed to have been drafted equally by all parties hereto and shall not be construed strictly for or against any party. The parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or

defended in bad faith or without a reasonable basis. It is agreed that no party shall have any liability to any other party as it relates to the Action, except as set forth herein.

- 16.3. Neither this Settlement Agreement, nor the terms and conditions contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. If this Settlement Agreement does not become effective or is cancelled or terminated for any reason, the Agreement along with all related communications and documents exchanged in connection with the Agreement and mediation between the Parties shall be deemed a negotiation for settlement purposes only under Federal Rule of Procedure 408 and will not be admissible in evidence or usable for any purpose whatsoever in the Action or any proceeding between the parties or in any other action related to the Released Claims or otherwise involving the parties or any Released Parties. Any of the Released Parties may file the Settlement Agreement and/or the Final Approval Order and Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.
- 16.4. The terms and conditions of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all parties or their respective

successors-in-interest and approved by the Courts; provided, however, that after entry of the Preliminary Approval Order, the parties may, by written agreement, effect such amendments or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Courts if such changes are consistent with the Courts' Preliminary Approval Orders and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

- 16.5. This Settlement Agreement constitutes the entire agreement among the parties hereto, and no representations, warranties, or inducements have been made to any party concerning the Settlement Agreement, other than the representations, warranties and covenants contained and memorialized herein. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between Representative Plaintiffs and Defendant.
- 16.6. Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and are also expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.
- 16.7. The parties understand that if the facts upon which this Agreement is based are hereafter found to be different from the facts now believed to be true, each party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including

the release contained herein, shall remain effective notwithstanding such difference in facts. The parties agree that by entering into this Agreement, it is understood and agreed that each party relies wholly upon their own judgment, belief, and knowledge, and that each party does not rely on any inducements, promises, or representations other than those contained herein.

- 16.8. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to “days” in this Agreement shall refer to calendar days unless otherwise specified.
- 16.9. Before filing any motion with the Courts raising a dispute arising out of or related to this Agreement, the parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.
- 16.10. Parties’ Counsel, or any other individual executing the Settlement Agreement on behalf of the Parties, hereby warrants that such individual(s) have the full authority to do so.
- 16.11. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.
- 16.12. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties.
- 16.13. The Courts shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties submit to the jurisdiction of the Courts for purposes of implementing and enforcing the Settlement Agreement.
- 16.14. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the Commonwealth of Massachusetts, and the

rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the Commonwealth of Massachusetts.

- 16.15. The Final Approval Hearings—one in the Federal Action and one in the State Action—shall be scheduled no earlier than: (i) ninety (90) days after the notices are mailed in compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(d); or (ii) fourteen (14) days after the Claims Deadline, whichever is later. The parties agree to work cooperatively in an effort to coordinate any Preliminary Approval and/or Final Approval hearings to occur either jointly or close in time in the two Courts involved in the Litigation.
- 16.16. The parties agree to keep this Settlement confidential until it is submitted to the Courts for preliminary approval, except as otherwise contemplated and agreed by the parties.
- 16.17. All dollar amounts are in United States Dollars (USD).
- 16.18. All agreements made and orders entered during the course of the Actions relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed by themselves or by their duly authorized counsel:

Plaintiffs' Settlement Class Counsel:

**Counsel for Defendant Shields Health
Care Group, Inc.**

Name: Lori G. Feldman
George Feldman McDonald, PLLC
Date:

Name: Claudia D. McCarron
Jordan O' Donnell
Mullen Coughlin, LLC
Date:

Name: Kelly K. Iverson
Lynch Carpenter, LLP
Date:

Name: Alex Dravillas
Keller Postman LLC
Date:

Name: John A. Yanchunis
Morgan & Morgan
Complex Litigation Group
Date:

Name: Michael Forrest
Mazow|McCullough, PC
Date:

Exhibit A

You were identified by Shields Health Care Group, Inc. as having Personal Information potentially impacted by a Data Incident. A class action settlement may affect your rights and you may be entitled to receive a cash payment.

*A court authorized this Notice.
This is not a solicitation from a lawyer.*

For complete information about the Settlement, including how to submit a Claim Form, Exclude Yourself from the Settlement, or Object to the Settlement, visit WEBSITE or call toll-free 1-XXX-XXX-XXXX.

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Why am I receiving this notice? A Settlement has been reached in class action lawsuits concerning a Data Incident that Shields Health Care Group, Inc. (“Shields”) discovered on or around March 28, 2022 in which private information of Settlement Class Members was potentially viewed and/or taken. Defendant denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the Lawsuits (“Settlement Agreement”) to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? You are included in the Settlement Class if you are a U.S. resident and Shields has identified you as having your Personal Information potentially impacted by the Data Incident. The Settlement Class contains approximately 2,382,578 individuals. All Massachusetts residents are in the State Action Settlement Class, whereas residents of other states are in the Federal Action Settlement Class.

What are the Settlement benefits? (1) Settlement Class Members who incurred actual losses or spent time responding to the Data Incident may file claims for Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time. (2) Settlement Class Members may also choose a \$50 Alternative Cash Payment. The final amount of all cash payments may be larger or smaller than the amount claimed, based on the total number of approved claims.

How do I receive a benefit? To claim the Alternative Cash Payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. Postage is already paid. To submit all other claims, visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call 1-XXX-XXX-XXXX. **Claims must be submitted online or postmarked by [DATE].**

Who represents me? The Court has appointed Lori G. Feldman of George Feldman McDonald, PLLC, Kelly K. Iverson of Lynch Carpenter LLP, John A. Yanchunis of Morgan & Morgan, Alex Dravillas of Keller Postman and Michael Forrest of Mazow McCullough, PC, to represent you and the Settlement Class (“Settlement Class Counsel”).

What if I don’t want to participate in the Settlement? If you are in the Federal Action Settlement Class and do not want to be legally bound by the Settlement, you must exclude yourself by [DATE] or you will not be able to sue Shields for the claims made in these lawsuits. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may submit an objection by [DATE]. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [DATE] at the xxx to consider whether to approve the Settlement. The Court will also consider Settlement Class Counsel’s request for up to \$5,116,666.67 to cover attorneys’ fees, will apply for unreimbursed expenses, \$2,500 service awards for each Plaintiff, and the costs of administering the Settlement. You may attend the hearings at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY. VISIT
[WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.**

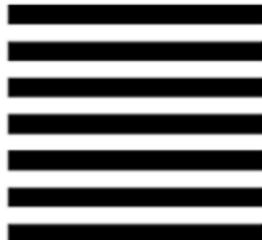




BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



xxx: Settlement Administrator address



XXX DATA INCIDENT

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return
by U.S. Mail no later than **DEADLINE**.

Login ID: «LoginID»
PIN: «PIN»

Only one Claim Form per Class Member.

To submit a claim for documented Out-of-Pocket Losses and/or Ordinary Attested Time up to \$2,500, or for documented Extraordinary Losses and/or Extraordinary Attested Time up to \$25,000, please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

To submit a claim for the Alternative Cash Payment, you may complete and return this postage pre-paid postcard or visit the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Check this box if you would like to receive the \$50.00 Alternative Cash Payment

How would you like to be paid:

Check **one**: PayPal Venmo Zelle Virtual Prepaid Card Check (sent to above address)

The email address associated with your PayPal, Venmo, or Zelle account (**required**),
or to which to send a virtual prepaid card: _____

You must notify the Settlement Administrator if your contact information is different from what is shown above, or changes after you submit this form.

Rossifos v. Shields Health Care Group, Inc., No. 2282-cv-00561 (Norfolk County), consol. with Johnson v. Shields Health Care Group, Inc., No. 2277-cv-00839 (Essex County) and Biscan v. Shields Health Care Group, Inc., No. 2382-cv-0023 (Norfolk County).

You were identified by Shields Health Care Group, Inc. as having Personal Information potentially impacted by a Data Incident. A class action settlement may affect your rights and you may be entitled to receive a cash payment.

A court authorized this Notice. This is not a solicitation from a lawyer.

For complete information about the Settlement, including how to submit a Claim Form, or Object to the Settlement, visit WEBSITE or call toll-free 1-XXX-XXX-XXXX.

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Why am I receiving this notice? A settlement has been reached in class action lawsuits concerning a Data Incident that Shields Health Care Group, Inc. ("Shields") discovered on or around March 28, 2022 in which private information of Settlement Class Members was potentially viewed and/or taken. Defendant denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the Lawsuits ("Settlement Agreement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? You are included in the Settlement Class if you are a U.S. resident and Shields has identified you as having your Personal Information potentially impacted by the Data Incident. The Settlement Class contains approximately 2,382,578 individuals. All Massachusetts residents are in the State Action Settlement Class, whereas residents of other states are in the Federal Action Settlement Class.

What are the Settlement benefits? (1) Settlement Class Members who incurred actual losses or spent time responding to the Data Incident may file claims for Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time. (2) Settlement Class Members may also choose a \$50 Alternative Cash Payment. The final amount of all cash payments may be larger or smaller than the amount claimed, based on the total number of approved claims.

How do I receive a benefit? To claim the Alternative Cash Payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. Postage is already paid. To submit all other claims, visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call 1-XXX-XXX-XXXX. **Claims must be submitted online or postmarked by [DATE].**

Who represents me? The Court has appointed Lori G. Feldman of George Feldman McDonald, PLLC, Kelly K. Iverson of Lynch Carpenter LLP, John A. Yanchunis of Morgan & Morgan, Alex Dravillas of Keller Postman and Michael Forrest of Mazow McCullough, PC, to represent you and the Settlement Class ("Settlement Class Counsel").

What if I don't want to participate in the Settlement? All Massachusetts residents that are in the State Action Settlement Class will be bound by the Settlement if it is approved by the Norfolk Superior Court. If you want to object to the Settlement, you may submit an objection by **[DATE]**. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on **[DATE]** at the xxx to consider whether to approve the Settlement. The Court will also consider Settlement Class Counsel's request for up to \$5,116,666.67 to cover attorneys' fees, will apply for unreimbursed expenses, \$2,500 service awards for each Plaintiff, and the costs of administering the Settlement. You may attend the hearings at your own cost, but you do not have to.

THIS NOTICE IS ONLY A SUMMARY. VISIT
[WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.

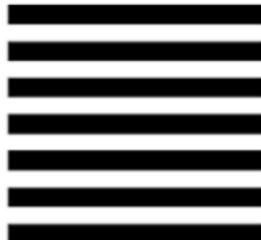




NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE



xxx: Settlement Administrator address



«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return
by U.S. Mail no later than **DEADLINE**.

Login ID: «LoginID»
PIN: «PIN»

Only one Claim Form per Class Member.

To submit a claim for documented Out-of-Pocket Losses and/or Ordinary Attested Time up to \$2,500, or for documented Extraordinary Losses and/or Extraordinary Attested Time up to \$25,000, please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

To submit a claim for the Alternative Cash Payment, you may complete and return this postage pre-paid postcard or visit the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Check this box if you would like to receive the \$50.00 Alternative Cash Payment

How would you like to be paid:

Check **one**: PayPal Venmo Zelle Virtual Prepaid Card Check (sent to above address)

The email address associated with your PayPal, Venmo, or Zelle account (**required**),
or to which to send a virtual prepaid card: _____

You must notify the Settlement Administrator if your contact information is different from what is shown above, or changes after you submit this form.

docketed 5/27/2025

Exhibit B

NOTICE OF CLASS ACTION SETTLEMENT

DISTRICT OF MASSACHUSETTS

In re Shields Health Group, Inc. Data Breach Litigation,
Case No. 1:22-CV-10901-PBS

(This is the “Federal Action” and includes all Federal Action Settlement Class members, meaning those Settlement Class Members that are NOT residents of Massachusetts)

MASSACHUSETTS SUPERIOR COURT (Norfolk County)

Kossifos v. Shields Health Care Group, Inc.,
Case No. 2282-CV-00561

(This is the “State Action” and includes all State Action Settlement Class members, meaning those that that are residents of Massachusetts)

IF YOUR PERSONAL INFORMATION WAS IMPACTED BY THE SHIELDS HEALTH CARE GROUP, INC. DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO A CASH PAYMENT

A court has authorized this Notice. This is not a solicitation from a lawyer.

A Settlement has been reached with Shields Health Care Group, Inc. (“Shields”) in class action lawsuits concerning the cyberattack on Shields’ computer network between March 7 and March 21, 2022 (the “Data Incident”), in which certain files that may have included patients’ private information may have been accessed. Shields denies the claims and contentions in the lawsuits, but has agreed to a settlement to avoid the costs and risks associated with the litigation.

This notice summarizes the Settlement. If you are a Settlement Class Member, there are benefits available to you from the Settlement. The Settlement includes all individuals residing in the United States whose personal information was impacted by the Data Incident. **The easiest way to submit a claim under the Settlement is online at [[XXXX.com]].**

The Settlement provides payments and other benefits to people who submit valid claims. More specifically, the settlement relief includes:

- **Reimbursement for Ordinary Out-of-Pocket Losses and Ordinary Attested Time.** You may submit a claim for a maximum of \$2,500 (two thousand five hundred dollars) for reimbursement of any documented costs, losses, and time spent responding to the Data Incident and/or notice of the Data Incident, including, but not limited to: (i) costs associated with accessing, freezing, or unfreezing credit

reports with any credit-reporting agency; (ii) credit monitoring or other mitigative costs; (iii) miscellaneous expenses incurred relating to Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (iv) up to five (5) hours of time at a rate of \$30.00 (thirty dollars) per hour spent in responding to the Data Incident and/or notice of the Data Incident.

- **Reimbursement for Extraordinary Out-of-Pocket Losses and/or Extraordinary Attested Time.** You may submit a claim for a maximum of \$25,000.00 (twenty-five thousand dollars) in compensation for documented losses that are more likely than not connected to the Data Incident and that are not reimbursable as Ordinary Out-of-Pocket Losses, including, but not limited to: identity theft, fraud, falsified tax returns, real estate title fraud, financial fraud, government benefits fraud, or other misuse of your Personal Information. Your claim may include up to twenty (20) hours of time at a rate of \$30.00 (thirty dollars) per hour spent remedying your Extraordinary Out-of-Pocket Losses.
- **Alternative Cash Payment.** If you do not submit a claim for Ordinary or Extraordinary Losses or Time as described above, you may submit a claim for a one-time \$50 (fifty dollars) cash payment.

You can make a claim for compensation under ANY or ALL of the Ordinary and Extraordinary categories for a total of up to \$25,000. You can only make a claim for the Alternative Cash Payment if you do NOT make a claim for either the Ordinary or Extraordinary losses.

ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a claim for Settlement Benefits	<p>You must submit a claim form in order to receive monetary compensation for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time, Extraordinary Out-of-Pocket Losses and/or Extraordinary Attested Time, or Alternative Cash Payment.</p> <p>Your claim form must include your Unique Class Member ID found on the postcard notice sent to you or available from the Settlement Administrator, or, if you believe your personal information was compromised, accessed, exfiltrated, or otherwise impacted in the Data Incident but you did not receive written notice from Shields, you must include documentation demonstrating why you believe your</p>	75 days from date of Notice

	information was compromised, accessed, exfiltrated, or otherwise impacted.	
Exclude yourself from the Settlement (Only Available in the Federal Action)	<p>If you are a Massachusetts resident (and, therefore, a member of the State Action Settlement Class), you cannot exclude yourself from the Settlement if it is approved by the State Court in the State Action.</p> <p>If you are a resident of any U.S. state, territory, or district, other than Massachusetts (and, therefore, a member of the Federal Action Settlement Class), you can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Federal Action Settlement Class. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Shields (or any other Released Parties) for claims related to the Data Incident. If you opt-out of the Federal Action Settlement Class, you may not make a claim for benefits under the Settlement. If you opt-out, you may not object to the Settlement.</p>	60 days from date of Notice
Object to or comment on the Settlement	Anyone who is a member of the Settlement Class, regardless if in the State Action or Federal Action, may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue Shields (or any other Released Parties) for claims related to the Data Incident, as described in the Settlement Agreement available on the Settlement website [[XXX.com]].	60 days from date of Notice
Do Nothing	If you do nothing, you will not be entitled to receive compensation for documented losses or undocumented out-of-pocket losses. If the Settlement becomes final, you will also give up your rights to sue Shields (or any other Released Parties) separately for claims relating to the Data Incident or to continue to pursue any such claims you have already filed.	No deadline

These rights and options—and how and when you need to exercise them—are explained in this notice.

The Courts presiding over the Litigation still must decide whether to grant final approval of the Settlement. Payments will only be made after the Courts grant final approval of the Settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

WHO IS PART OF THE SETTLEMENT?

SETTLEMENT BENEFITS

HOW DO YOU RECEIVE A BENEFIT?

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

THE LAWYERS REPRESENTING YOU

EXCLUDING YOURSELF FROM THE SETTLEMENT

OBJECTING TO THE SETTLEMENT

GETTING MORE INFORMATION

BASIC INFORMATION

1. What is this notice, and why did I get it?

A Court authorized this Notice because you have a right to know about the proposed Settlement of these class action lawsuits, and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuits, your legal rights, what benefits are available, and who can receive them.

The Settlement is for two cases:

One pending in the United States District Court for the District of Massachusetts and called *In re Shields Health Group, Inc. Data Breach Litigation*, Case No. 1:22-CV-10901-PBS. This case is referred to as the “Federal Action” and is for all Settlement Class Members that are residents of any U.S. state, territory, or district, EXCEPT for Massachusetts.

Another is pending in Massachusetts Superior Court in Norfolk County, Massachusetts, and is called *Kossifos v. Shields Health Care Group, Inc.*, Case No. 2282-CV-00561. This case is referred to as the “State Action” and is for all Settlement Class Members that are residents of Massachusetts.

The people that filed these lawsuits are called the “Plaintiffs” (or “Class Representatives”) and Shields is called the “Defendant.”

2. What are these lawsuits about?

This lawsuits alleges that during a cyberattack on Shields’ computer network between March 7 and March 21, 2022 (the “Data Incident”), certain files that contained patients’ private information, including health information, was viewed and/or taken by the unauthorized actor. Shields denies the claims and contentions in the lawsuits, but agreed to a settlement to avoid the costs and risks associated with the litigation.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Shields. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. Plaintiffs and their attorneys think the Settlement is best for all Class Members.

WHO IS PART OF THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you reside in the United States and Shields identified as potentially having their Personal Information impacted by the Data Incident. Shields represents that the Settlement Class consists of approximately 2,382,578 individuals. On or around July 25, 2022, Shields began providing rolling notice of the Data Incident to impacted individuals. Shields continued to send notice to impacted victims over the next several months.

There are two “sub-classes” within the Settlement Class: one for the Federal Action Settlement Class (non-Massachusetts residents) and one for the State Action Settlement Class (Massachusetts residents). Both sub-classes are entitled to participate in the Settlement benefits.

There are also certain individuals excluded from the Settlement, which are:

(1) any Judge or Magistrate Judge presiding over the Action, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members and shareholders of the Defendants; (3) persons in the Federal Action Settlement Class who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; (4) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Parties’ Counsel; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Shields Data Incident Settlement, c/o Settlement Administrator [PO Box Address].

You may also view the Settlement Agreement [\[here\]](#).

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Shields will establish a Settlement Fund of \$15,350,000.00.

Once court-approved attorneys' fees and costs, Service Awards, and costs of administering this settlement are paid, the net amount will be used to pay Class Member claims.

You are not limited to one benefit. If you are eligible for multiple benefits, as described below, you may file a claim for each of them.

ORDINARY OUT-OF-POCKET LOSSES. Class Members may submit a Claim for reimbursement of documented out-of-pocket losses incurred while responding to the Data Incident or notice of the Data Incident. The maximum amount for this reimbursement is \$2,500.00.

Out-of-Pocket Losses include such expenses as:

- (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency;
- (2) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- (3) credit monitoring or other mitigative costs.

You must submit third-party documentation, such as receipts, to verify the costs you incurred. Self-prepared documentation is not sufficient to support a claim under this category.

ORDINARY ATTESTED TIME. If you spent time responding to the Data Incident or notice of the Data Incident, you may claim up to five (5) hours of reimbursable time at \$30.00 per hour. You will need to provide a brief description of what you did during this time.

Attested Time may be claimed together with Ordinary Out-of-Pocket Losses, above, up to the \$2,500.00 maximum.

EXTRAORDINARY LOSSES. Extraordinary losses are any unreimbursed costs, losses, or expenditures that are more likely than not connected to the Data Incident and that are not reimbursable as Ordinary Out-of-Pocket Losses, including those losses associated with identity theft, fraud, falsified tax returns, real estate title fraud, financial fraud, government benefits fraud, or other misuse of your personal information. You may claim up to \$25,000.00 of extraordinary losses if those losses are fairly traceable to the Data Incident.

“More likely than not connected” means that (1) the unreimbursed losses were incurred in responding to the Data Incident or notice of the Data Incident; and (2) the personal information used to commit identity theft, fraud, or other misuse consisted of the same type of personal information that was provided to Shields prior to the Data Incident or that can be reasonably obtained on the basis of personal information that was provided to Shields prior to the Data Incident.

You must submit third-party documentation, such as receipts, to verify the costs you incurred. Self-prepared documentation is not sufficient to support a claim under this category.

Extraordinary Losses may be claimed together with Ordinary Out-of-Pocket Losses and Attested time, up to the \$25,000.00 maximum.

EXTRAORDINARY ATTESTED TIME. If you spent time addressing Extraordinary Losses, you may claim up to twenty (20) hours of reimbursable time at \$30.00 per hour. You will need to provide a brief description of the nature and date(s) of identity theft, fraud, or misuse of Personal Information you experienced and what you did during this time. The Settlement Administrator may request additional documentation.

Extraordinary Attested Time may be claimed together with Ordinary Attested Time, up to the twenty (20) hour maximum, and with Out-of-Pocket Losses and Extraordinary Losses, up to the \$25,000.00 maximum.

No claim or combination of claims can exceed the \$25,000.00 maximum.

ALTERNATIVE CASH PAYMENT. Instead of filing a claim under one of the four categories above for Ordinary or Extraordinary Out-of-Pocket Losses and/or Attested Time, you may claim an Alternative Cash Payment of \$50.00 with no documentation required.

If you have questions about any of these benefits, or how to file a claim, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Shields Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at www.xxxxx.com.

7. What happens if the amount of claims either exceeds the amount of the Settlement, or does not reach the amount of Settlement Funds available for payment of claims?

The final amount of all cash payments may be larger or smaller than the amount claimed, based on the total number of approved claims.

If the amount of Approved Claims exceeds the Settlement Funds available to pay claims, then the Approved Claims will be reduced on a *pro rata* basis such that the total amount of all claims does not exceed the amount of the Settlement Fund after accounting for Administration and Notice Costs, Service Awards, and Attorneys' Fees and Expenses as approved by the Court.

If Settlement Funds remain available after accounting for all Approved Claims, Administration and Notice Costs, Service Awards, and Attorneys' Fees and Expenses as approved by the Court, then the Approved Claim payments will be increased on a *pro rata* basis. If the claims are increased due to the availability of funds, the total amount of the *pro rata* increase to the claim award will not exceed \$400 on top of the claimed amount.

HOW DO YOU RECEIVE A BENEFIT?

7. How do I file a claim to receive a payment?

The fastest way to submit your Claim Form is online at xxxxxxx.com. If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at: Shields Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@ [SettlementWebsite].com, or by U.S. mail at the address above.

8. What is the deadline for submitting a claim?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, along with any supporting documentation, must be mailed so it is postmarked no later than [Claims Deadline].

9. When will I get my payment?

The Courts will hold a hearing on [FINAL APPROVAL DATE] to decide whether to approve the Settlement Agreement. This hearing date and time may be moved without notice to the class. Both Courts must approve the Settlement for any payments to be made. If the Courts approve the Settlement Agreement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

10. What am I giving up as part of the Settlement?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your claims relating to the Data Incident against Shields and any Released Parties when the Settlement becomes final. This means you cannot sue, continue to sue, or be part of any other lawsuit against Shields or any Released Parties related to the Data Incident—whether or not you are currently aware of those claims. The Released Parties includes Defendant’s Health Care Facility Partners, which are the entities for which Shields maintained, stored, or had access to patient and/or employee information that was potentially impacted in the Data Incident.

All of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against Shields or any Released Parties regarding the Data Incident.

Paragraphs 14.1, 2.38, 2.38, 2.37, and 2.12 of the Settlement Agreement defines the claims, people, and entities that will be released by Settlement Class Members. You can access the Settlement Agreement and read the specific details of the legal claims being released at [\[\[WEBSITE\]\]](#).

If you have any questions, you can contact the Settlement Administrator.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes. The Court appointed George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman; Morgan & Morgan; and Mazow McCullough, PC as Settlement Class Counsel.

You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Settlement Class Counsel has undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Settlement Class Counsel will ask the Court to award Attorneys’ Fees and Expenses to compensate the attorneys that performed work on behalf of the Settlement Class. The Court will decide the amount of Attorneys’ Fees and Expenses to be paid. You will not have to separately pay any portion of these fees yourself.

Settlement Class Counsel's request for Attorneys' Fees, Expenses, and Service Awards (which must be approved by the Court) will be filed by **[DATE]** and will be available to view on the Settlement website at **[[WEBSITE]]**. Settlement Class Counsel will not seek, accept, or be awarded, more than \$5,116,666.67 (five million one hundred sixteen thousand six hundred sixty-six dollars and sixty-seven cents) in Attorneys' Fees. Settlement Class Counsel will not seek more than the actual costs of Plaintiffs' counsel incurred in litigating the action, which amount will not exceed \$150,000.00. Additionally, Settlement Class Counsel will seek Service Awards for each of the fifteen (15) Class Representatives of \$2,500.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from the Settlement?

If you are a **State Action Settlement Class** member (all Massachusetts residents), making your claims against Shields part of the State Action, there is no ability to exclude yourself from the Settlement in the State Action. You may, however, object to the settlement (see next section).

If you are a **Federal Action Settlement Class** member (U.S. residents that are *not* Massachusetts residents), you may exclude yourself from the Settlement (also known as "opting out"). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide to opt-out, you may keep any rights you have, if any, against Shields, and you may file your own lawsuit against Shields based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

To Opt-Out of the Federal Action Settlement Class you must submit a written request for exclusion, which must be postmarked or electronically submitted no later than **[Opt-Out Deadline]**, and must include the following:

- (i) The case name of the Federal Action (*In re Shields Health Group, Inc. Data Breach Litigation*, Case No. 1:22-CV-10901-PBS);
- (i) Your full name and current address;
- (ii) Your personal signature;
- (iii) The words "Request for Exclusion" or "Request for Opt-Out" or a clear and similar statement indicating that you do not want to participate in the Settlement as a member of the Federal Action Settlement Class;

You may only exclude yourself—not any other person.

If you are mailing the request for exclusion, it must be sent to the Settlement Administrator at the address below, and **postmarked no later than [Opt-Out Deadline]**.

Shields Data Incident Settlement
ATTN: Exclusion Request
[Address]

If you exclude yourself, you are telling the Federal Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

If you are a State Action Settlement Class member and attempt to exclude yourself from the Settlement in the State Action, your Opt-Out request will be deemed invalid by the Settlement Administrator.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I like or do not like the Settlement Agreement?

If you are a Settlement Class Member and you do not like a portion or all of the Settlement, you can ask the Court to deny approval by submitting an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing and must be postmarked or electronically submitted no later than **[Objection Deadline]**.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must include:

- (i) The case name and number of the Action:
 - a. If you are a resident of the Commonwealth of Massachusetts: (*Kossifos v. Shields Health Care Group, Inc.*, Case No. 2282-CV-00561")
 - b. If you are a resident of any other U.S. state or territory or the District of Columbia: (*In re Shields Health Group, Inc. Data Breach Litigation*, No. 1:22-CV-10901-PBS);
- (ii) The objector's full name, address, and telephone number and, if represented by counsel, of his/her counsel;
- (iii) A statement of the specific grounds for the objection, including any legal support for the objection known to the objector or their counsel;

- (iv) A list of all expert witnesses (if any) who will be called to testify in support of the objection;
- (v) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and
- (vi) The signature of the objector (or, if represented by counsel, the objector's attorneys' signature).

To be considered by the Court, your written objection must be submitted to the Settlement Administrator, electronically by [DATE] or mailed, postmarked no later than [DATE], at following addresses:

Shields Data Incident Settlement
ATTN: Objection
[Address]
[Email Address]

All valid and timely objections sent to the Settlement Administrator will be provided to the Court.

If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.

15. When is the Final Approval hearing and do I have to come to it?

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement.

That Final Approval Hearing is currently scheduled to take place on [DATE and TIME] at [ADDRESS] [before the judges in both the Federal Action and the State Action jointly]. This hearing date and time may be moved without notice to the class. Please refer to the Settlement website at [WEBSITE] for notice of any changes.

You do not have to attend the Final Approval hearing. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

GETTING MORE INFORMATION

16. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement website at [WEBSITE] or call [PHONE]. You can also contact the Settlement Administrator at [EMAIL] or by mailing a letter to Shields Data Incident Settlement, [INSERT ADDRESS], for more information or to request that a copy of this document be sent to you in the mail. You may also seek advice and guidance from your own private lawyer at your own expense if you wish to do so.

This notice is only a summary of the lawsuit and the Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents can be accessed through the Settlement website. If you have questions about the proposed settlement or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator.

The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed Settlement.

Please do not contact the Court or Clerk of Courts Regarding this Settlement

Docketed 5/27/2025

42.3 Exhibit to

Exhibit C

In Re Shields Health Group, Inc. Data Breach Litigation, Case No. 1:22-cv-10901-PBS (D. Mass.) and
Kossifos v. Shields Health Care Group, Inc., No. 2282-cv-00561 (Norfolk County), consolidated with *Johnson v. Shields Health Care Group, Inc.*, No. 2277-cv-00839 (Essex County) and *Biscan v. Shields Health Care Group, Inc.*, No. 2382-cv-0023 (Norfolk County).

Your claim must be submitted online or postmarked by: [DEADLINE]

PAR CLAIM

Settlement Claim Form

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive settlement benefits.

The Settlement Class includes all individual U.S. residents identified by Shields Health Care Group, Inc. (“Shields”) as having their Personal Information potentially impacted by the Data Incident. The Settlement Class contains approximately 2,382,578 individuals.

Excluded from the Settlement Class are: (1) any Judge or Magistrate Judge presiding over the Litigation, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members, and shareholders of the Defendant; (3) persons in the Federal Action Settlement Class who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; (4) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Parties’ Counsel; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge.

Settlement Class Members may submit a Claim Form for:

- (i) **Ordinary Out-of-Pocket Losses and Ordinary Attested Time** up to \$2,500 per individual.
 - **Ordinary Out-of-Pocket Losses (Section I):** Documented, unreimbursed costs, losses, or expenditures incurred in responding to the Data Incident and/or notice of the Data Incident;
 - **Ordinary Attested Time (Section II):** at \$30/hour for up to 5 hours for time spent responding to the Data Incident and/or notice of the Data Incident.
- (ii) **Extraordinary Losses and Extraordinary Attested Time** up to \$25,000 per individual.
 - **Extraordinary Losses (Section III):** Documented, unreimbursed costs, losses, or expenditures more likely than not connected to the Data Incident and not reimbursable as Ordinary Out-of-Pocket Losses. Examples include costs, losses or expenditure incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of personal information;
 - **Extraordinary Attested Time (Section IV):** at \$30/hour for up to 20 hours for time spent remedying identity theft, fraud, or other misuse of your personal information more likely than not connected to the Data Incident.
- (iii) **Alternative Cash Payment (Section V):** A flat cash payment of \$50.00 per individual as an alternative to making a claim for either Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time or for Extraordinary Out-of-Pocket Losses and/or Extraordinary Attested Time.

You can make a claim for compensation under ANY or ALL the Ordinary and Extraordinary sections (for a total of up to \$25,000). You can only make a claim under the Alternative Cash Payment section if you do NOT make a claim in any of the Ordinary or Extraordinary sections.

Ordinary Out-of-Pocket Losses and Extraordinary Losses **must be documented**. Documentation can include receipts or other documentation not self-prepared by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. Claims, even if approved, may be reduced *pro rata* based on the availability of funds. Claims, if approved, also may be increased *pro rata* (up to a maximum of \$400 increase) based on the availability of funds.

QUESTIONS? VISIT WWW. _____ .COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

In Re Shields Health Group, Inc. Data Breach Litigation, Case No. 1:22-cv-10901-PBS (D. Mass.) and
Kossifos v. Shields Health Care Group, Inc., No. 2282-cv-00561 (Norfolk County), consolidated with *Johnson v. Shields Health Care Group, Inc.*, No. 2277-cv-00839 (Essex County) and *Biscan v. Shields Health Care Group, Inc.*, No. 2382-cv-0023 (Norfolk County).

Your claim must be submitted online or postmarked by: [DEADLINE]

PAR CLAIM

Settlement Claim Form

This Claim Form may be submitted electronically *via* the Settlement Website at _____ or completed and mailed, including any supporting documentation, to: _____

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Notice ID Number, if known

II. ORDINARY OUT-OF-POCKET LOSSES

Check this box if you are claiming **Ordinary Out-of-Pocket Losses** (up to a total of \$2,500.00 inclusive of any Ordinary Attested Time).

Ordinary Out-of-Pocket Losses are unreimbursed costs, losses, or expenditures incurred by a Settlement Class member in responding to the Data Incident and/or notice of the Data Incident.

Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.

You must submit supporting documentation demonstrating actual, unreimbursed cost, loss or expenditure. Complete the chart below describing the supporting documentation you are submitting along with a brief description of the nature of the cost, loss or expenditure is not apparent.

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Receipt for credit repair services</i>	<i>\$100</i>

QUESTIONS? VISIT WWW. _____ .COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

In Re Shields Health Group, Inc. Data Breach Litigation, Case No. 1:22-cv-10901-PBS (D. Mass.) and
Kossifos v. Shields Health Care Group, Inc., No. 2282-cv-00561 (Norfolk County), consolidated with *Johnson v. Shields Health Care Group, Inc.*, No. 2277-cv-00839 (Essex County) and *Biscan v. Shields Health Care Group, Inc.*, No. 2382-cv-0023 (Norfolk County).

Your claim must be submitted online or postmarked by: [DEADLINE]

PAR CLAIM

Settlement Claim Form

Example: Unreimbursed loss resulting from fraud or identity theft	\$100
TOTAL AMOUNT CLAIMED:	

V. EXTRAORDINARY ATTESTED TIME

Check this box if you are requesting compensation for **time spent remediating identity theft, fraud, or other misuse of your personal information more likely than not as a result of the Data Incident or notice of the Data Incident** (which will be calculated and paid at a rate of \$30 per hour for a maximum of 20 hours). You must attest to and sufficiently describe (1) the nature and date(s) of identity theft, fraud, or misuse of Personal Information; (2) the actions taken to remedy identity theft, fraud, or other misuse of their information related to the Data Incident; and (3) the time associated with each action.

Extraordinary Attested Time will be deemed “more likely than not” if (1) the timing of the unreimbursed cost, loss, or expenditure was incurred in responding to the Data Incident and/or notice of the Data Incident; and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Defendant prior to the Data Incident.

I hereby attest I spent: ___ hours to remedy identity theft, fraud, or other misuse of my personal information related to the Data Breach, as follows:

VI. ALTERNATIVE CASH PAYMENT

Check this box if you wish to receive a flat cash payment of \$50.00 as an alternative to making a claim for either Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time or for Extraordinary Out-of-Pocket Losses and/or Extraordinary Attested Time. Settlement Class Members do not need to submit any supporting documentation or attestations to receive this alternative cash payment. If you elected to receive payment under any of Sections II–V above, you are **not** eligible for this Alternative Cash Payment.

Your claim must be submitted online or postmarked by: [DEADLINE]

In Re Shields Health Group, Inc. Data Breach Litigation, Case No. 1:22-cv-10901-PBS (D. Mass.) and *Kossifos v. Shields Health Care Group, Inc.*, No. 2282-cv-00561 (Norfolk County), consolidated with *Johnson v. Shields Health Care Group, Inc.*, No. 2277-cv-00839 (Essex County) and *Biscan v. Shields Health Care Group, Inc.*, No. 2382-cv-0023 (Norfolk County).

PAR CLAIM

Settlement Claim Form

VII. PAYMENT SELECTION

Please select from **one** of the following payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

VIII. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid. I understand my claim, even if approved, may be reduced based on availability of funds.

Signature

Printed Name

Date

Exhibit D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE SHIELDS HEALTH GROUP, INC
DATA BREACH LITIGATION

CASE NO. 1:22-cv-10901-PBS

Hon. Patti B. Saris

**DECLARATION OF RICHARD W. SIMMONS OF
ANALYTICS CONSULTING LLC IN SUPPORT OF
PROPOSED NOTICE PROGRAM**

I, Richard W. Simmons, have personal knowledge of the facts and opinions set forth herein, and I believe them to be true and correct to the best of my knowledge. If called to do so, I would testify consistent with the sworn testimony set forth in this Declaration. Under penalty of perjury, I state as follows:

SCOPE OF ENGAGEMENT

1. I am the President of Analytics Consulting LLC (“Analytics”)¹. My company is one of the leading providers of class and collective action notice and claims management programs in the nation. It is my understanding that Analytics’ class action consulting practice, including the design and implementation of legal notice campaigns, is the oldest in the country. Through my work, I have personally overseen court-ordered class and collective notice programs in more than 3,000 matters.

¹ In October 2013, Analytics Consulting LLC acquired Analytics, Incorporated. I am the former President of Analytics, Incorporated (also d/b/a “BMC Group Class Action Services”). References to “Analytics” herein include the prior legal entity.

2. This Declaration summarizes: my experience and qualifications; the proposed Notice Program² (the “Notice Plan”); and why the Notice Plan will provide the best practicable notice in this matter.

QUALIFICATIONS AND EXPERIENCE

3. Founded in 1970, Analytics has consulted for 55 years regarding the design and implementation of legal notice and claims management programs relating to class and collective action litigation. These engagements include notice and claims administration involving antitrust, civil rights, consumer fraud, data breach, employment, insurance, product defect/liability, and securities litigation.

4. Analytics’ clients include corporations, law firms (both plaintiff and defense), and the federal government. Analytics’ long-term federal contracts include the following:

- a) Since 1998, Analytics has been under contract (six consecutive five-year contracts, renewed in 2023) with the Federal Trade Commission (“FTC”) to administer and provide expert advice regarding notice (including published notice) and claims processing in their settlements/redress programs.
- b) Since 2012, Analytics has been under contract (two consecutive multi-year contracts, renewed in 2023) with the United States Department of Justice (“DOJ”) to administer and provide expert advice regarding notice and claims processing; and,
- c) Since 2013, Analytics has been appointed as a Distribution Agent (three consecutive five-year terms, renewed in 2023) by the Securities and Exchange Commission (“SEC”) to administer and provide expert advice regarding notice and claims processing.

5. I joined Analytics in 1990 and have 35 years of direct experience in designing and implementing class action settlements and notice campaigns. The notice programs I have managed range in size from fewer than 100 class members to more than 40 million known class members,

² All capitalized terms not defined herein have the same meaning as those defined in the Settlement Agreement (the “Settlement,” “Settlement Agreement” or “SA”).

including some of the largest and most complex notice and claims administration programs in history.

6. I have testified in state and federal courts as to the design and implementation of notice programs, claims processes, and the impact attorney communications has had on claims rates. As has always been my practice, I personally performed or oversaw Analytics' consulting services in each of the cases indicated on my CV, which is attached hereto as **Exhibit A**.

7. I have presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement. In 2011, I was a panelist at the Federal Judicial Center's ("FJC") workshop/meeting regarding class action notice and settlement administration. In 2014, I was interviewed by the CFPB regarding notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers. In 2016, I worked with the FTC to conduct research regarding: a) the impact of alternate forms of notice on fund participation rates; and, b) the impact of alternate formats of checks on check cashing rates. In 2016, I was an invited participant to the Duke Law Conference on Class Action Settlements regarding electronic notification of class members. In 2017, I was the primary author of the Duke Law Conference on Class Action Settlement's guide to best practices regarding the evaluation of class action notice campaigns (including notice by electronic means). In 2021, I assisted in the development of Rebiej Litigation Law Center's Class Action Best Practices Checklist. In 2023, I acted as the primary author for the Rabiej Litigation Law Center's Class Action Best Practices.

8. I have co-authored and presented CLE programs and whitepapers regarding class notice and class action claims administration. In 2016, I co-authored a paper titled "Crafting Digital Class Notices That Actually Provide Notice" (Law360.com, New York (March 10, 2016)). My speaking engagements regarding notice include: *Current Challenges in Claims Administration*

related to Fraudulent Claims and Artificial Intelligence/Machine Learning, National Association of Securities and Consumer Attorneys in New York City (2024); *Risks and Regulations: Best Practices that Protect Class Member Confidentiality*, HB Litigation Conference on Class Action Mastery in New York City (2018); *Recent Developments in Class Action Notice and Claims Administration*, Practising Law Institute in New York City (2017); *The Beginning and the End of Class Action Lawsuits*, Perrin Class Action Litigation Conference in Chicago (2017); *Class Action Administration: Data and Technology*, Harris Martin Target Data Breach Conference in San Diego (2014); *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013), Halunen & Associates in Minneapolis (2013), and Susman Godfrey in Dallas (2014); and *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented to the Kansas Bar Association (March 2009).

9. I have been recognized by courts for my opinion as to which method of notification is appropriate for a given case and whether a certain method of notice represents the best notice practicable under the circumstances. Some of the cases in which I testified are:

- a) Honorable Stephen J. Murphy III, *Doe I v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.

* * *

In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the “best notice that is practicable under the

circumstances,” and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.³

- b) Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.

- c) Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class members (in English and in Spanish on Spanish-language websites); (2) notice via “earned media” or, in other words, through articles in the press; (3) a website devoted solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).

The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.

- d) Honorable Terrence F. McVerry, *Kobylanski v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

The Court finds that the distribution of the Notice to Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.

- e) Honorable Thomas N. O’Neill, Jr., *In re: CertainTeed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

Class Members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual

³ Unless otherwise indicated, citations are omitted and emphasis is added.

notice to Class Members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.

- f) Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

Due and adequate notice of the Settlement was provided to the Class. . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.

- g) Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.

- h) Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.

- i) Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.

10. In addition to my class action consulting work, I taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and am a former referee for the Journal of Legal Economics (reviewing and critiquing peer-reviewed articles on the application of economic and statistical analysis to legal issues).

11. This Declaration describes the Notice Program that has been proposed to be implemented in this matter and why it will satisfy Fed. R. Civ. P. 23 and provide due process for members of the proposed Settlement Class. In my opinion, the Notice Program described herein is the best practicable notice under the circumstances and fulfills all due process requirements.

SUMMARY OF NOTICE PLAN

12. The Notice Program is the best notice practicable under the circumstances and fully comports with due process, Fed. R. Civ. P. 23, and Mass. R. Civ. P. 23. The Notice Program provides for direct notice through mailing a Postcard Notice (including a tear-off Claim Form) via U.S. Mail to all Settlement Class Members. A reminder notice will be sent via e-mail to all Class Members with email addresses available.

13. The Notice Program also includes a Settlement Website and toll-free telephone line where individuals can learn more about their rights and responsibilities in the litigation, find relevant case documents, and obtain information on how to submit a claim, object, or opt out.

14. This Notice Plan, supported by the details outlined below, conforms to the best practices identified in the Federal Judicial Center's (or "FJC") Publication "*Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*" (2010) and provides the best practicable notice in this litigation.

CLASS DEFINITION

15. The Settlement Agreement defines the "Settlement Class" as:

[A]ll persons residing in the United States that Shields identified as potentially having their Personal Information impacted by the Data Incident. Defendant represents that the Settlement Class consists of approximately 2,382,578 individuals

The Settlement Class specifically excludes: (1) any Judge or Magistrate Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members, and shareholders of the Defendant; (3) persons who timely and validly

request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; (4) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Parties' Counsel; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge.

(Settlement Agreement, ¶ 2.45 and 2.45.1)

The Settlement Agreement further defines the "Federal Action Settlement Class" as:

[a]ll Settlement Class Members that are residents of any U.S. State, U.S. territory, or the District of Columbia, other than Massachusetts.

(Settlement Agreement, ¶ 2.45.2)

The Settlement Agreement further defines the "State Action Settlement Class" as:

[a]ll Settlement Class Members that are residents of Massachusetts.

(Settlement Agreement, ¶ 2.45.3)

DIRECT NOTICE

16. The direct notice effort in this matter will consist of Analytics sending direct notice to all Settlement Class Members by mailing the Postcard Notice via U.S. Mail no later than 30 days after entry of the Preliminary Approval Order. Before the end of the Claims Period, an email reminder notice will be sent to all Settlement Class Members with known emails who did not already submit a claim.

Direct Mailed Settlement Notice

17. The Postcard Notice will be sent by first-class mail, postage prepaid, to the last-known address, of each Settlement Class Member, no later than 30 calendar days after the entry of the Preliminary Approval Order.

18. In preparation for mailing, mailing addresses will be updated using the National Change of Address ("NCOA") database maintained by the United States Postal Service

(“USPS”)⁴; certified via the Coding Accuracy Support System (“CASS”)⁵; and verified through Delivery Point Validation (“DPV”).⁶ This ensures that all appropriate steps have been taken to send Settlement Notices to current and valid addresses. This address updating process is standard for the industry and is required by the USPS for mailings of this size.

19. Analytics will request that the USPS return (or otherwise notify Analytics) of Postcard Notices with undeliverable mailing addresses. Addresses for these Settlement Class Members will be researched using third-party data to identify potential updated mailing addresses, and a Postcard Notice will be mailed to the Class Member if an updated address becomes available. Additionally, the Class Notice will be mailed to all persons/entities who request one via the toll-free phone number maintained by Analytics.

20. At the completion of the notice campaign Analytics will report to the Court the total number of e-mailed, mailed and delivered notices. In short, the Court will possess a detailed, verified account of the success rate of the notice campaign.

E-Mailed Reminder Settlement Notice

21. Before the end of the Claims Period, Analytics will cause a reminder notice to be sent to Settlement Class Members who have an email address in the records provided by Shields.

22. Before disseminating notice via e-mail, Analytics will analyze the class data records containing an e-mail address. The e-mail addresses will be subjected to an e-mail cleansing process and will be deduplicated. The e-mail cleansing process removes extra spaces, fixes

⁴ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

⁵ The CASS is a certification system used by the USPS to ensure the quality of ZIP +4 coding systems.

⁶ Records that are ZIP +4 coded are then sent through Delivery Point Validation (“DPV”) to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

common typographical errors in domain name, and corrects insufficient domain suffixes (e.g., gmal.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.).

23. The standardized e-mail addresses will then be subject to an e-mail validation process whereby each e-mail address is compared to known invalid e-mail addresses. As an additional step in the validation process, the e-mail address will be verified by contacting the Internet Service Provider (“ISP”) to determine if the e-mail address exists.

24. Additionally, Analytics designs e-mail notices to avoid many common “red flags” that might otherwise cause a Class Member’s spam filter to block or identify the e-mail notice as spam. For instance, Analytics does not include the Claim Form or Long Form Notice as an attachment to the e-mail notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam. Rather, in accordance with industry best practices, Analytics includes a link to all operative documents so that Class Members can easily access this information.

RESPONSE MECHANISMS

Toll-Free Phone Support

25. Prior to the mailing of the Notice, we will coordinate with Class Counsel and Defense Counsel to implement a dedicated toll-free number as a resource for Class Members seeking information about the Settlement.

26. By calling this number, Class Members can listen to pre-recorded answers to Frequently Asked Questions (“FAQs”) or request to have a Notice mailed to them. Automated messages will be available to Class Members 24-hours a day, 7-days a week, with call center agents also available during standard business hours. Analytics’ IVR system allows Class Members to request a return call if they call outside of business hours or if they prefer not to remain

on hold. This automated process confirms the caller's phone number and automatically queues a return call the next business day.

27. Calls are transferred to agents specifically assigned to an engagement using "skillset" routing. In addition to engagement-specific training, call center agents receive training regarding Analytics' applications, policies, and procedures (such as privacy and identity proofing). This training also includes customer service-oriented modules to ensure that the answers to callers' questions are delivered in a professional, conversational, and plain-English manner.

28. Answers to frequently asked questions will be standardized and managed in Analytics' centralized knowledge management system. Each time a call is delivered to an agent, the agent is provided, on-screen, with a list of questions and Counsel-approved responses. Call center agents are monitored, graded, and coached on an ongoing basis to ensure that consistent messages are delivered regarding each matter.

Settlement Website

29. Prior to the mailing of the Notice, Analytics will coordinate with Class Counsel and Defense Counsel to develop an informational website to provide information to Class Members regarding the litigation and Settlement. Guided by an intent to keep Class Members fully informed, the Website will conform to key e-commerce best practices:

- a) The top section of the home page, most prominent on lower resolution monitors, will include a summary message about the litigation along with a prominent button labeled "File Claim." . This button will be outside the color scheme of the page (black, gray, and white), making it especially prominent; and
- b) The home page content will be simplified and streamlined, so that specific prominent language and "quick links" can direct Class Members to specific

content areas such as Frequently Asked Questions, Important Deadlines, and Case Documents. Specific content areas will be determined in consultation with Counsel.

30. Recognizing the increasingly mobile nature of advertising and communications, the Website will be mobile optimized, meaning it can be easily read and used by Class Members visiting the Website via smartphone or tablet⁷.

31. To ensure accessibility to information regarding the settlement for all Class Members, the design and implementation of the website for this settlement will comply with ADA Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220).

Email Support

32. The Website will contain prominent links for Class Members to ask questions about the litigation and Settlement. These links and the supporting email address will be operational prior to the commencement of the Notice Plan.

33. Analytics will assign every email a tracking number, and the sender will receive an immediate response confirming receipt along with a link to additional information regarding the litigation. When Class Members' questions have been answered, they will be sent a follow-up email asking if they have any additional questions and verifying that their questions were answered.

⁷ In a consumer settlement, it is common for more than half of class members who visit a settlement website to be using a smart phone or tablet.

Online Chat Support

34. The Website will contain prominent links for Class Members to interact with an online AI-based chat tool to ask questions about the litigation and Settlement. These links will be operational before the commencement of the Notice Plan.

35. Answers provided in chat sessions are based on the Notice and Settlement agreement and are reviewed by Analytics' staff for accuracy. When Class Members' questions have been answered, they will be sent a follow-up email asking if they have any additional questions and verifying that their questions were answered.

PERFORMANCE OF THE NOTICE PROGRAM

Reach

36. Because of the nature of the Class and the fact that all Class Members are known, we expect to successfully deliver the Settlement Notice to virtually all of the Class. Many courts have accepted and understood that a 75% or 80% reach is sufficient. In 2010, the FJC issued a "Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide" (the "FJC Guide"). This FJC Guide states that, "[t]he lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."⁸ In this matter, we expect to deliver notice within this range.

PLAIN LANGUAGE NOTICE DESIGN

37. The proposed Notice forms used in this matter are designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Settlement Class Members. The design of the notices follows principles embodied in the Federal Judicial Center's

⁸ *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* at 3, FED. JUD. CTR. (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

illustrative “model” notices posted at www.fjc.gov. The Claim Form, Postcard, and Website Notices contain plain-language summaries of key information about Settlement Class Members’ rights and options pursuant to the Settlement. Consistent with normal practice, before being delivered and published, all notice documents will undergo a final edit for accuracy.

CONCLUSION

38. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, state, federal, and local rules and statutes, and further by case law pertaining to notice. This framework requires that: (1) notice reaches the class; (2) the notice that actually comes to the attention of the class is informative and easy to understand; and (3) class members’ rights and options are easy to act upon. All of these requirements will be met in this case:

- a) Direct Notice will be provided to nearly all Settlement Class Members in this Litigation.
- b) The Settlement Notice is designed to be “noticed” and are written in carefully organized, plain language; and,
- c) Response mechanisms are designed to support Settlement Class Member requests and respond to their inquiries.

39. The proposed Notice Program will inform Settlement Class Members of the existence of the Litigation and Settlement through email and direct mail. A website, e-mail support, and toll-free phone support will supplement these notice efforts. Given the availability of data regarding Class Members, and the proposed efforts to identify updated addresses for Class Members, this Notice Program provides comprehensive notice and support to Class Members.

40. The Notice Program will provide the best notice practicable under the circumstances of this case, conforms to all aspects of Fed. R. Civ. P. 23 and Mass. R. Civ. P. 23, and comports with the guidance for effective notice articulated in the Manual for Complex Litigation.

41. In my opinion, the Notice Program, if implemented, will provide the best notice practicable under the circumstances of this Litigation.

42. This Notice Program is consistent with, or exceeds:

- a) historic best practices for class notification,
- b) FJC guidance regarding class notification; and,
- c) Standards established by federal agencies with notification and distribution funds, such as the FTC, DOJ, and SEC.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: May 15, 2025



Richard W. Simmons
President
Analytics Consulting LLC

Exhibit A



Richard W. Simmons

Richard W. Simmons is the President of Analytics Consulting LLC¹. Mr. Simmons joined Analytics in 1990 and has more than 33 years of experience developing and implementing class action communications and settlement programs.

Mr. Simmons' first legal notice consulting engagement was the *Schwan's Salmonella Litigation* settlement (*In Re: Salmonella Litigation*, Case No. 94-cv-016304 (D. Minn.)). Since then, he has:

- Developed and implemented notice campaigns ranging in size up to 45 million known class members (and 180 million unknown class members);
- Testified regarding legal notice in building products, civil rights, consumer products, environmental pollution, privacy, and securities litigation settlements;
- Managed claims processes for settlement funds ranging up to \$1 billion in value.

As part of Analytics' ongoing class action notice consulting practice, Mr. Simmons:

- testified regarding the adequacy of notice procedures in direct notice cases (including the development of class member databases);
- testified regarding the adequacy of published notice plans;
- has been appointed as a Distribution Fund Administrator by the Securities and Exchange Commission tasked with developing Distribution Plans for court approval;
- has been retained as an expert by the Federal Trade Commission to testify regarding the effectiveness of competing notice plans and procedures; and,
- acted as the primary author for the Duke Law Center's guidelines for best practices regarding the evaluation of class action notice campaigns.
- assisted in developing the George Washington University Law School's Class Action Best Practices Checklist.
- acted as the primary author for the Rabiej Litigation Law Center' Class Action Best Practices.

In addition to his class action consulting work, Mr. Simmons has taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and was a former referee for the Journal of Legal Economics (reviewing and critiquing peer reviewed articles on the application of economic and statistical analysis to legal issues). Mr. Simmons is a published author on the subject of damage analysis in Rule 10b-5 securities litigation.

¹ In October 2013, Analytics Consulting LLC acquired Analytics Incorporated. I am the former President of Analytics Incorporated. References to Analytics herein include the prior legal entities.



Mr. Simmons graduated from St. Olaf College with a B.A. in Economics (with a year at University College, Dublin), pursued a PhD. in Agricultural and Applied Economics (with a concentration in industrial organization and consumer/behavioral economics) at the University of Minnesota², and has received formal media planning training from New York University.

APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

Mr. Simmons has been a visionary in the application of the Internet to class action notice campaigns and the management of settlements:

- In 1995, Mr. Simmons was the first in the nation to support class action settlements with an online presence, that included the ability to check online, the status of their claims.
- In 2000, Mr. Simmons invented online claims submission in class action litigation, filing a patent application governing “*Method and system for assembling databases in multiple-party proceedings*” US20010034731 A1.
- In 2002, Mr. Simmons established an online clearinghouse for class action settlements that provided the public with information regarding class action settlements and provided them with the ability to register for notification of new settlements. This clearinghouse received national press attention as a resource for class action settlements.
- From 2003 through 2013, Analytics’ incremental changes in Internet support included class member verification of eligibility, locator services that identified retail outlets that sold contaminated products, secure document repositories, and multi-language support.
- In 2014, Mr. Simmons was the first to utilize and testify regarding product-based targeting in an online legal notice campaign
- In 2014, Analytics, under Mr. Simmons’ leadership, released the first-class action settlement support site developed under e-commerce best practices.

SPEAKER/EXPERT PANELIST/PRESENTER

Mr. Simmons has presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement:

- Mr. Simmons served as a panelist for the Francis McGovern Conferences on “Distribution of Securities Litigation Settlements: Improving the Process”, at which regulators, judges, custodians, academics, practitioners and claims administrators participated.
- In 2011, Mr. Simmons was a panelist at the Federal Judicial Center’s workshop/meetings regarding class action notice and settlement administration.
- In 2014, Mr. Simmons was invited to be interviewed by the Consumer Financial Protection Bureau as an expert on notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers

² Mr. Simmons suspended work on his dissertation to acquire and manage Analytics.



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- In 2016, Mr. Simmons presented results of research regarding the impact of forms of notice on fund participation rates to the Federal Trade Commission.
- In 2019, Mr. Simmons was the only claims administration expert invited to be a panelist to the Federal Trade Commission's Workshop on Consumers and Class Action Notices, where he spoke regarding the impact of different forms of notice on settlement participation rates and improving response rates to class action notices.
- In 2023, Mr. Simmons was a panelist for the Rabiej Litigation Law Center Bench-Bar Conference regarding Class Action Settlements where he spoke regarding maximizing claims rates in consumer class action settlements.
- In 2023, Mr. Simmons acted as the primary author for the Rabiej Litigation Law Center's Class Action Best Practices.

Mr. Simmons' speaking engagements regarding class notice include:

- *Current Challenges in Claims Administration related to Fraudulent Claims and Artificial Intelligence/Machine Learning*, National Association of Securities and Consume Attorneys (2024)
- *Maximizing Claims Rates in Consumer Class Actions*, Rabiej Litigation Law Center (2023)
- *Technology and Class Action Settlements*, National Association of Securities and Consume Attorneys (2023),
- *Risks and Regulations: Best Practices that Protect Class Member Confidentiality* presented at the HB Litigation Conference on Class Action Mastery in New York City (2018)
- *Recent Developments in Class Action Notice and Claims Administration* presented at Practising Law Institute in New York City (2017)
- *The Beginning and the End of Class Action Lawsuits* presented at Perrin Class Action Litigation Conference in Chicago (2017);
- *Class Action Administration: Data and Technology* presented at Harris Martin Target Data Breach Conference in San Diego (2014);
- *Developments in Legal Notice*, accredited CLE Program, presented at Susman Godfrey in Dallas (2014)
- *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013),
- *Developments in Legal Notice*, accredited CLE Program, presented at Halunen & Associates in Minneapolis (2013),
- *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented by Brian Christensen and Richard Simmons, to the Kansas Bar Association (March 2009).

Mr. Simmons' writings regarding class notice include:

- *Crafting Digital Class Notices That Actually Provide Notice* - Law360.com, New York (March 10, 2016).



JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Mr. Simmons' notice campaigns, courts have repeatedly recognized Mr. Simmons' work. The following excerpts provide recent examples of such judicial approval in matters where the primary issue was the provision of class notice.

Honorable Stephen J. Murphy III, *Doe 1 v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.

* * *

In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the “best notice that is practicable under the circumstances,” and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.³

Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.

Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class

³ Unless otherwise indicated, citations are omitted and emphasis is added.



members (in English and in Spanish on Spanish-language websites); (2) notice via “earned media” or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).

The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.

Honorable Terrence F. McVerry, *Kobylanski. v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

The Court finds that the distribution of the Notice to Settlement Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.

Honorable Thomas N. O’Neill, Jr., *In re: CertainTeed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

Settlement class members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to settlement class members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.

Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

Due and adequate notice of the Settlement was provided to the Class. . . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.

Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):



ANALYTICS

Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.

Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.

Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.



Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

2/11/2025

Practice Area	Engagement	Citation
Antitrust	<i>All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.</i>	08-CV-1816 (E.D.N.Y.)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Aluminum Phosphide Antitrust Litigation</i>	Case No. 93-cv-2452 (D. Kan.)
	<i>In Re: Beef Antitrust Litigation</i>	MDL No. 248 (N.D. Tex.)
	<i>In Re: Bromine Antitrust Litigation</i>	MDL No. 1310 (S.D. Ind.)
	<i>In Re: Corrugated Container Antitrust Litigation</i>	MDL No. 310 (S.D. Tex.)
	<i>In Re: Industrial Silicon Antitrust Litigation</i>	Case No. 95-cv-2104 (W.D. Pa.)
	<i>In Re: Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs</i>	MDL No. 10 (S.D.N.Y.)
	<i>In Re: Workers Compensation Insurance Antitrust Litigation</i>	Case No. 4:85-cv-1166 (D. Minn.)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
Asset Forfeiture	<i>Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.</i>	Case No. 03-cv-203796-1 (Spokane County, Wash.)
	<i>Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.</i>	Case No. 7:00-cv-123-BR(1) (E.D. S.C.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB (E.D. Fla)
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	Case No. 09-cv-01731 (C.D. Cal.)
	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. Alfredo Susi, et al.</i>	6:10-cr-109-Orl-35DAB
	<i>United States of America v. David Merrick</i>	Case No. 05-cv-058 (D.R.I.)
	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>United States of America v. Evolution Marketing Group</i>	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	<i>United States of America v. George David Gordon</i>	No. C09-1770RSM (W.D. Wash.)
	<i>United States of America v. Regenesis Marketing Corporation</i>	(E.D. FL)
	<i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	Case No. 04-cv-641 (E.D.N.Y.)
	<i>United States of America v. Zev Saltsman</i>	Case No.: 2:20cv02106-CSB-EIL (C.D. Ill.)
Biometric Privacy	<i>Allen v R.J. Van Drunen & Sons, Inc.</i>	1:20-cv-02213 (N.D. IL)
	<i>Alric Howell v Lakes Venture dba Fresh Thyme Farmers Market</i>	2019CH12910 (Cook County, IL)
	<i>Andrea Jones et al. v Rosebud Restaurants, Inc.</i>	Case No.: 2019L000168 Circuit Court of Dupage County, IL
	<i>Angela Karikari v Carnagio Enterprises, Inc.</i>	Case No.: 2021-CH-00811 (Cook County, IL)
	<i>Anthony Rodriguez v Senior Midwest Direct, Inc.</i>	Case No. 2019-L-000098 (Kankakee County, IL)
	<i>Anton Tucker et al. v Momence Packing Co.</i>	Case No.: 1:22cv01966 (N.D. IL)
	<i>Belicia Cruz v The Connor Group, A Real Estate Investment Firm, LLC</i>	Case No. 21CH00000311 (Lake County, IL)
	<i>Biagi v International Services, Inc</i>	Case No.: 2022CH01917 Circuit Court of Cook County, IL
	<i>Brittany Willoughby v Lincoln Insurance Agency, Inc.</i>	Case No.: 19L 1022 Circuit Court of Will County Ill
	<i>Charles Devose v Ron's Temporary Help Services, Inc. d/b/a Ron's Staffing Services, Inc.</i>	20 L 440 (Will County, IL)
	<i>Charles Hilson v MTIL, Inc.</i>	Case No. 2018-CH-3544 (Cook County, IL)
	<i>Charles Thurman et al. v NorthShore University HealthSystem</i>	2019-CH-03391 (Cook County, IL)



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	<i>Clifford Like et al. v Professional Freezing Services LLC</i>	2019 CH 04194 (Cook County, IL)
	<i>Danielle Parker v Dabecca Natural Foods, Inc.</i>	2019 CH 1845 (Cook County, IL)
	<i>Darrin Hall v Whiting Corporation</i>	Case No.: 2021L000912 (Will County, IL)
	<i>Deanna Ramirez v Greater Rockford Auto Auction, Inc.</i>	Case No.: 2021-L-48 (Winnebago County, IL)
	<i>Dearlo Terry v Griffith Foods</i>	2019CH12910 (Cook County, IL)
	<i>Diahann Cook v John C. Proctor Endowment d/b/a Proctor Place, JCPE Investments, and JCPE Properties I</i>	Case No. 21L00083 (Peoria County, IL)
	<i>Drape et al. v S.F. Express Corporation</i>	20-L-001094 (DuPage County, IL)
	<i>Eslanda Bertasiute v The Hari Group, Inc.</i>	Case No.: 2020CH07055 Circuit Court of Cook County, IL
	<i>Francesca Graziano et al. v Royal Die and Stamping LLC dba Royal Power Solutions, LLC</i>	2019-L-00169 (DuPage County, IL)
	<i>Gniecki Katarzyna v Columbia Sussex Management</i>	Case No.: 2021CH00677 (Cook County, IL)
	<i>Heard, et al. v. THC – Northshore, Inc.</i>	Case No. 2017-CH-16918 (Cook County, IL)
	<i>Hector Campos v Sonoco Products Company</i>	Case No.: 2021CH01223
	<i>Hubler v Placesmart Agency d/b/a/ Nashville Material & Supply LLC</i>	Case No.: 2021L11 (Washington County, IL)
	<i>Jacob Weeks v Tricon Industries Manufacturing</i>	Case No.: 2021L32 (LaSalle County, IL)
	<i>Jada Marsh v CLS Plasma, Inc.</i>	Case No.:1:19cv07606 (N.D. IL)
	<i>Javier Vega v Mid-America Taping & Reeling, Inc.</i>	Case No.: 2019CH03776 Circuit Court DuPage County, IL
	<i>Jeremy Webb et al. v Plochman, Inc.</i>	Case No. 2020-L-15 (Kankakee County, IL)
	<i>Jerrold Lane et al. v Schenker, Inc.</i>	3:19-cv-00507 NJR-MAB (S.D. IL)
	<i>Joseph Ross v Caremel, Inc.</i>	2019L000010 (Kankakee County, IL)
	<i>Joshua Eden Mims v Monda Window & Door Corp.</i>	2019 CH 10371 (Cook County, IL)
	<i>Katherine Martinez et al. v Nando's Restaurant Group, Inc.</i>	1:19-cv-07012 (N.D. IL)
	<i>Kimberly Smith v ARG Resources, LLC d/b/a Arby's</i>	Case No. 2019-CH-12528 (Cook County, IL)
	<i>Latonia Williams v Personalizationmall.Com, LLC</i>	Case No.: 1:20cv00025 (N.D. IL)
	<i>Lawrence et al v Atria Management Company, LLC</i>	Case No: 2020-ch-01384 (Cook County, IL)
	<i>Lawrence v Capital Senior Living, Inc.</i>	Case No.: 2021-l-000267 (Dupage County, IL)
	<i>Leen Abusalem et al. v The Standard Market, LLC</i>	2019L000517 (Dupage County, IL)
	<i>Marcus McCullum v IKO Midwest, Inc.</i>	Case No.: 2020CH05114 (Cook County, IL)
	<i>Maria Tapia-Rendon v United Tape & Finishing Co., Inc</i>	Case No.:1:21cv03400 (N.D. IL)
	<i>Maurilio Ortega v Rapid Displays, Inc.</i>	Case No.: 2020CH00140 Circuit Court of Cook County, IL (Chancery Division)
	<i>Maysoun Abudayyeh v Envoy Air, Inc.</i>	Case No.: 1:21cv00142 (N.D. IL)
	<i>Melone v General RV Center</i>	Case No.: 21L000405 (Kane County, IL)
	<i>Michael Pfotenhauer v Alfagomma Aurora TF LLC</i>	Case No.: 21L000251 (Kane County, IL)
	<i>Michelle Sedory v Aldi, Inc.</i>	Case No.: 20CH02768 (Cook County, IL) (Chancery Division)
	<i>Mims v Trippe Manufacturing Company, d/b/a Trippe Lite</i>	Case No.: 2019-ch-10189 (Cook County, IL)
	<i>Morales v Graham Packing Plastic Products, LLC</i>	Case No: 2021I000801 (Dupage County, IL)
	<i>Neisha Torres et al. v Eataty Chicago, LLC</i>	2020 CH 6417 (Cook County, IL)
	<i>Olman v U.S.A. Recycling, Inc. d/b/a Pallet Logistics Management, Inc.</i>	Case No.: 21L0737 (St. Clair County, IL)
	<i>Otilia Garcia et al. v Club Colors Buyers LLC</i>	Case No. 2020 L 001330 (Dupage County, IL)



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	<i>Rafael Vazquez v Pet Food Experts, Inc.</i>	2019 CH 14746 (Cook County, IL)
	<i>Rea v Skolnik Industries, Inc.</i>	Case No.: 2021-ch-00571 (Cook County, IL)
	<i>Ricardo White v Bridgeway of Bensenville Independent Living, LLC</i>	2019 CH 03397 (Cook County, IL)
	<i>Rivera v American Freedom Insurance Co.</i>	Case No. 2020-CH-06596 (Cook County, IL)
	<i>Roach v. Walmart Inc.</i>	Case No. 2019-CH-01107 (Cook County, IL)
	<i>Robert Corey v Wireless Vision, LLC</i>	Case No.: 2020CH1192 (Cook County, IL)
	<i>Rosy Gomez v Resource Management Group, Inc.</i>	Case No.: 2021ch04440 (Cook County, IL)
	<i>Sanchez v Agile Pursuits, Inc. d/b/a Tide Cleaners f/k/a Pressbox LLC</i>	Case No. 2020-CH-02640 Circuit Court of Cook County, IL
	<i>Seyon Haywood v Thyssenkrupp Dynamic Components Danville, LLC</i>	Case No.: 2021L000057 (Vermillion County, IL)
	<i>Shonnette Banks v Meridian Lodging Associates, LLP</i>	Case No.: 1:20cv07030 (N.D. Ill.)
	<i>Stark v Joliet Cold Storage, LLC</i>	Case No.: 191182 (Will County, IL)
	<i>Steven Horn v Method Products</i>	Case No.: 1:21cv05621 (E.D. IL)
	<i>Stiles v. Specialty Promotions, Inc.</i>	Case No. 2020-CH-03776 (Cook County, IL)
	<i>Sykes v. Clearstaff, Inc.</i>	Case No. 19-CH-03390 (Cook Co. IL)
	<i>Tapia-Renton v Employer Solutions Staffing Group II, LLC, et al.</i>	Case No. 21-CV-3400 (N.D. Ill.)
	<i>Tiffanie Snider v Heartland Beef, Inc.</i>	Case No.: 4:20cv04026 (C.D. IL)
	<i>Trayes v Midcon Hospitality Group, LLC et al.</i>	Case No. 19-CH-11117 (Cook County, IL)
	<i>Tylisha Allen v Flanders Corp.</i>	Case No. 2022-LA-000154 (Sangamon County, IL)
	<i>Tyronne L. Helm et al. v Marigold, Inc.</i>	2020-CH-003971 (Cook County, IL)
	<i>Villasenor v Air & Ground Services, Inc.</i>	Case No.: 2021CH5558 (Cook County, IL)
	<i>White v Willow Crest Nursing Pavilion, LTD</i>	Case No: 2021CH04785 (Cook County, IL)
	<i>William Clow v The Sygma Network, Inc.</i>	Case No.: 1:22cv01094-CSB-EIL (C.D. IL)
Business	<i>American Golf Schools, LLC, et al. v. EFS National Bank, et al.</i>	Case No. 00-cv-005208 (D. Tenn.)
	<i>AVR, Inc. and Amidon Graphics v. Churchill Truck Lines</i>	Case No. 4:96-cv-401 (D. Minn.)
	<i>Buchanan v. Discovery Health Records Solutions</i>	Case No. 13-015968-CA 25 (Miami Dade County)
	<i>Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.</i>	Case No. 06-CC-00137 (Orange County, Cal.)
	<i>F.T.C. v. Ameritel Payphone Distributors</i>	Case No. 00-cv-514 (S.D. Fla.)
	<i>F.T.C. v. Cephalon</i>	Case No. 08-cv-2141 (E.D. Pa.)
	<i>F.T.C. v. Datacom Marketing, Inc.</i>	Case No. 06-cv-2574 (N.D. Ill.)
	<i>F.T.C. v. Davison & Associates, Inc.</i>	Case No. 97-cv-01278 (W.D. Pa.)
	<i>F.T.C. v. Fidelity ATM, Inc.</i>	Case No. 06-cv-81101 (S.D. Fla.)
	<i>F.T.C. v. Financial Resources Unlimited, Inc.</i>	Case No. 03-cv-8864 (N.D. Ill.)
	<i>F.T.C. v. First American Payment Processing Inc.</i>	Case No. 04-cv-0074 (D. Ariz.)
	<i>F.T.C. v. Group C Marketing, Inc.</i>	Case No. 06-cv-6019 (C.D. Cal.)
	<i>F.T.C. v. Jordan Ashley, Inc.</i>	Case No. 09-cv-23507 (S.D. Fla.)
	<i>F.T.C. v. Medical Billers Network, Inc.</i>	Case No. 05-cv-2014 (S.D.N.Y.)
	<i>F.T.C. v. Minuteman Press Int'l</i>	Case No. 93-cv-2496 (E.D.N.Y.)
	<i>F.T.C. v. Netfran Development Corp</i>	Case No. 05-cv-22223 (S.D. Fla.)



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Civil Rights	<i>F.T.C. v. USA Beverages, Inc.</i>	Case No. 05-cv-61682 (S.D. Fla.)
	<i>Garcia, et al. v. Allergan, Inc.</i>	11-CV-9811 (C.D. Cal.)
	<i>Gerald Young et al. v. HealthPort Technologies, LLC, et al.</i>	Case No. LACL130175 (Polk County, IA)
	<i>Goldberg et al. v. HealthPort Inc. et al.</i>	Case No L-1421-14 (Essex County, NJ)
	<i>In Re Google AdWords Litigation</i>	No. 5:08-cv-03369-EJD (N.D. Cal.)
	<i>In re Syngenta Ag Mir 162 Corn Litigation</i>	Case No 2:14-md-2591-JWL-JPO (D. Kan.)
	<i>Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC</i>	No. 16-2011-CA-010202 (Duval County, FL)
	<i>Melby et al. v. America's MHT, Inc., et al.</i>	Case No. 3:17-CV-155-M (N.D. Texas)
	<i>Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.</i>	Case No. 14-0064 (W.D. Mo.)
	<i>Physicians of Winter Haven LLC v. STERIS Corp.</i>	Case No. 1:10-cv-00264 (N.D. Ohio)
	<i>Richard P. Console, JR., P.C. v. Medical Records Online Inc.</i>	Docket No. CAM-L-2133-18 (Camden County, NJ)
	<i>Sue Ramirez et al. v. Smart Professional Photocopy Corporation</i>	No. 01-L-385 (Peoria County, IL)
	<i>Terry Bishop v DeLaval, Inc.</i>	Case No.: 5/19cv06129 (W.D. MO)
	<i>Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.</i>	Case No. 96-cv-59 (D.N.D.)
	<i>Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.</i>	Case No. 08-cv-01363 (E.D. La.)
	<i>Bentley v. Sheriff of Essex County</i>	Case No. 11-01907 (Essex County, MA)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>Garcia, et al v. Metro Gang Strike Force, et al.</i>	Case No. 09-cv-01996 (D. Minn.)
	<i>Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron</i>	3:07-cv-30049 (S.D. Mass.)
	<i>McCain, et al. v. Bloomberg, et al.</i>	Case No. 41023/83 (New York)
<i>Minich, et al. v Spencer, et al.</i>	Civil Action No. 1584cv00278 (Suffolk Superior Court, Mass.)	
<i>Nancy Zamarron, et al. v. City of Siloam Springs, et al.</i>	Case No. 08-cv-5166 (W.D. Ark.)	
<i>Nathan Tyler, et al. v. Suffolk County, et al.</i>	Case No. 1:06-cv-11354 (S.D. Mass.)	
<i>Nilsen v. York County</i>	Case No. 02-cv-212 (D. Me.)	
<i>Richard S. Souza et al. v. Sheriff Thomas M. Hodgson</i>	2002-0870 BRCV (Superior Ct., Mass.)	
<i>Taha v. County of Bucks</i>	Case No. 12-6867 (E.D. Pa.)	
<i>Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.</i>	Case No. 02-cv-0450-C (W.D. Wisc.)	
<i>Tyrone Johnson et al. v CoreCivic et al.</i>	2:20-cv-01309 RFB-NJK (D. NV)	
<i>Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,</i>	Case No. 1:14-cv-01199-JBW-LB (S.D.N.Y.)	
<i>Alimi v Integrity Management Group, LLC et al.</i>	Case No.: 2021-CH-03274 (Cook County, IL)	
<i>Andrew J. Hudak, et al. v. United Companies Lending Corporation</i>	Case No. 334659 (Cuyahoga County, Ohio)	
<i>Angela Doss, et al. v. Glenn Daniels Corporation</i>	Case No. 02-cv-0787 (E.D. Ill.)	
<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)	
<i>Ann McCracken et al. v Verisma Systems, Inc.</i>	6:14-cv-06248 (W.D. N.Y.)	
<i>Anthony Talalai, et al. v. Cooper Tire & Rubber Company</i>	Case No. L-008830-00-MT (Middlesex County, NJ)	
<i>Ballard, et al. v. A A Check Cashiers, Inc., et al.</i>	Case No. 01-cv-351 (Washingotn County, Ark.)	
<i>Belinda Peterson, et al. v. H & R Block Tax Services, Inc.</i>	Case No. 95-CH-2389 (Cook County, Ill.)	
<i>Boland v. Consolidated Multiple Listing Service, Inc.</i>	Case No. 3:19-cv-01335-SB (D.S.C.)	
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	<i>Braulio M. Cuesta, et al. v. Ford Motor Company, Inc., and Williams Controls, Inc.</i>	CIV-06-61-S (E.D. Okla.)
	<i>Caprarola, et al. v. Helxberg Diamond Shops, Inc.</i>	Case No. 13-06493 (N.D. Ill.)
	<i>Carideo et al. v. Dell, Inc.</i>	Case No. 06-cv-1772 (W.D. Wash.)
	<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)
	<i>Che Clark v. JPMorgan Chase Bank, N.A., et al.</i>	Case No. 0:17-cv-01069 (D. Minn.)
	<i>Christine Gambino et al. v CIOX Health, LLC</i>	2015-CA-006038-B (District of Columbia)
	<i>Clair Loewy v. Live Nation Worldwide Inc.</i>	Case No. 11-cv-04872 (N.D. Ill.)
	<i>Conradie v. Caliber Home Loans</i>	Case No. 4:14-cv-00430 (S.D. Iowa)
	<i>Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.</i>	Case No. 1:14-cv-07194 (N.D. Ill.)
	<i>Consumer Financial Protection Bureau v. Park View Law</i>	Case No. 2:17-cv-04721 (N.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.</i>	Case No. 2:17-cv-04720 (N.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	Case No. 2:16-cv-07111 (C.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	1:15-cv-23070-MGC (S.D. Fl)
	<i>Consumer Financial Protection Bureau v. Security National Automotive Acceptance</i>	Civil Action No. 1 :15-cv-401 (S.D. Ohio)
	<i>Covey, et al. v. American Safety Council, Inc.</i>	2010-CA-009781-0 (Orange County, FL)
	<i>Cummins, et al. v. H&R Block, et al.</i>	Case No. 03-C-134 (Kanawha County, W.V.)
	<i>David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC</i>	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)
	<i>Don C. Lundell, et al. v. Dell, Inc.</i>	Case No. 05-cv-03970 (N.D. Cal.)
	<i>Duffy v. Security Pacific Automotive Financial Services Corp., et al.</i>	Case No. 3:93-cv-00729 (S.D. Cal.)
	<i>Edward Hawley, et al. v. American Pioneer Title Insurance Company</i>	No. CA CE 03-016234 (Broward County, Fla.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. Cal.)
	<i>F.T.C. and The People of the State of New York v. UrbanQ</i>	Case No. 03-cv-33147 (E.D.N.Y.)
	<i>F.T.C. v A1 DocPrep Inc. et al.</i>	Case No. 2:17-cv-07044 SJO-JC (C.D. CA)
	<i>F.T.C. v First Universal Lending, LLC et al.</i>	Case No. 9:09-cv-82322 ZLOCH (S.D. FL)
	<i>F.T.C. v Student Debt Doctor, LLC et al.</i>	Case No. 17-cv-61937 WPD (S.D. FL)
	<i>F.T.C. v. 1st Beneficial Credit Services LLC</i>	Case No. 02-cv-1591 (N.D. Ohio)
	<i>F.T.C. v. 9094-5114 Quebec, Inc.</i>	Case No. 03-cv-7486 (N.D. Ill.)
	<i>F.T.C. v. Ace Group, Inc.</i>	Case No. 08-cv-61686 (S.D. Fla.)
	<i>F.T.C. v. Affordable Media LLC</i>	Case No. 98-cv-669 (D. Nev.)
	<i>F.T.C. v. AmeraPress, Inc.</i>	Case No. 98-cv-0143 (N.D. Tex.)
	<i>F.T.C. v. American Bartending Institute, Inc., et al.</i>	Case No. 05-cv-5261 (C.D. Cal.)
	<i>F.T.C. v. American International Travel Services Inc.</i>	Case No. 99-cv-6943 (S.D. Fla.)
	<i>F.T.C. v. Asset & Capital Management Group</i>	Case No. 8:13-cv-1107 (C.D. Cal.)
	<i>F.T.C. v. Bigsmart.com, L.L.C., et al.</i>	Case No. 01-cv-466 (D. Ariz.)
	<i>F.T.C. v. Broadway Global Master Inc</i>	Case No. 2-cv-00855 (E.D. Cal.)
	<i>F.T.C. v. Call Center Express Corp.</i>	Case No. 04-cv-22289 (S.D. Fla.)
	<i>F.T.C. v. Capital Acquistions and Management Corp.</i>	Case No. 04-cv-50147 (N.D. Ill.)
	<i>F.T.C. v. Capital City Mortgage Corp.</i>	Case No. 98-cv-00237 (D.D.C.)



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	<i>F.T.C. v. Centro Natural Corp</i>	Case No. 14:23879 (S.D. Fla.)
	<i>F.T.C. v. Certified Merchant Services, Ltd., et al.</i>	Case No. 4:02-cv-44 (E.D. Tex.)
	<i>F.T.C. v. Check Inforcement</i>	Case No. 03-cv-2115 (D.N.J.)
	<i>F.T.C. v. Chierico et al.</i>	Case No. 96-cv-1754 (S.D. Fla.)
	<i>F.T.C. v. Clickformail.com, Inc.</i>	Case No. 03-cv-3033 (N.D. Ill.)
	<i>F.T.C. v. Consumer Credit Services</i>	Case No. 96-cv-1990 (S.D. N.Y.)
	<i>F.T.C. v. Consumer Direct Enterprises, LLC.</i>	Case No. 07-cv-479 (D. Nev.)
	<i>F.T.C. v. Debt Management Foundation Services, Inc.</i>	Case No. 04-cv-1674 (M.D. Fla.)
	<i>F.T.C. v. Delaware Solutions</i>	Case No. 1:15-cv-00875-RJA (W.D.N.Y)
	<i>F.T.C. v. DeVry Education Group Inc.</i>	Case No. 2:16-cv-579 (C.D. Cal.)
	<i>F.T.C. v. Digital Enterprises, Inc.</i>	Case No. 06-cv-4923 (C.D. Cal.)
	<i>F.T.C. v. Dillon Sherif</i>	Case No. 02-cv-00294 (W.D. Wash.)
	<i>F.T.C. v. Discovery Rental, Inc., et al.</i>	Case No: 6:00-cv-1057 (M.D. of Fla.)
	<i>F.T.C. v. EdebitPay, LLC.</i>	Case No. 07-cv-4880 (C.D. Cal.)
	<i>F.T.C. v. Electronic Financial Group, Inc.</i>	Case No. 03-cv-211 (W.D. Tex.)
	<i>F.T.C. v. Eureka Solutions</i>	Case No. 97-cv-1280 (W.D. Pa.)
	<i>F.T.C. v. Federal Data Services, Inc., et al.</i>	Case No. 00-cv-6462 (S.D. Fla.)
	<i>F.T.C. v. Financial Advisors & Associates, Inc.</i>	Case No. 08-cv-00907 (M.D. Fla.)
	<i>F.T.C. v. First Alliance Mortgage Co.</i>	Case No. 00-cv-964 (C.D. Cal.)
	<i>F.T.C. v. First Capital Consumer Membership Services Inc., et al.</i>	Case No. 1:00-cv-00905 (W.D.N.Y.)
	<i>F.T.C. v. First Capital Consumers Group, et al.</i>	Case No. 02-cv-7456 (N.D. Ill.)
	<i>F.T.C. v. Franklin Credit Services, Inc.</i>	Case No. 98-cv-7375 (S.D. Fla.)
	<i>F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et al.</i>	Case No. 03-cv-023031 (D. D.C.)
	<i>F.T.C. v. Granite Mortgage, LLC</i>	Case No. 99-cv-289 (E.D. Ky.)
	<i>F.T.C. v. Herbalife International of America</i>	Case No. 2:16-cv-05217 (C.D. Cal.)
	<i>F.T.C. v. ICR Services, Inc.</i>	Case No. 03-cv-5532 (N.D. Ill.)
	<i>F.T.C. v. iMall, Inc. et al.</i>	Case No. 99-cv-03650 (C.D. Cal.)
	<i>F.T.C. v. Inbound Call Experts, LLC</i>	Case No. 9:14-cv-81395-KAM (S.D. Fla.)
	<i>F.T.C. v. Information Management Forum, Inc.</i>	Case No. 2-cv-00986 (M.D. Fla.)
	<i>F.T.C. v. Ira Smolev, et al.</i>	Case No. 01-cv-8922 (S.D. Fla.)
	<i>F.T.C. v. Jeffrey L. Landers</i>	Case No. 00-cv-1582 (N.D. Ga.)
	<i>F.T.C. v. Jewelway International, Inc.</i>	Case No. 97-cv-383 (D. Ariz.)
	<i>F.T.C. v. Kevin Trudeau</i>	Case No. 98-cv-0168 (N.D. Ill.)
	<i>F.T.C. v. Komaco International, Inc., et al.</i>	Case No. 02-cv-04566 (C.D. Cal.)
	<i>F.T.C. v. LAP Financial Services, Inc.</i>	Case No. 3:99-cv-496 (W.D. Ky.)
	<i>F.T.C. v. Lumos Labs, Inc.</i>	Case No. 3:16-cv-00001 (N.D. Cal.)
	<i>F.T.C. v. Marketing & Vending, Inc. Concepts, L.L.C., et al.</i>	Case No. 00-cv-1131 (S.D.N.Y.)
	<i>F.T.C. v. Mercantile Mortgage</i>	Case No. 02-cv-5078 (N.D. Ill.)



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	<i>F.T.C. v. Merchant Services Direct, LLC</i>	Case No. 2:13-cv-00279 (E. D. Wa.)
	<i>F.T.C. v. Meridian Capital Management</i>	Case No. 96-cv-63 (D. Nev.)
	<i>F.T.C. v. NAGG Secured Investments</i>	Case No. 00-cv-02080 (W.D. Wash.)
	<i>F.T.C. v. National Consumer Council, Inc., et al.</i>	Case No. 04-cv-0474 (C.D. Cal.)
	<i>F.T.C. v. National Credit Management Group</i>	Case No. 98-cv-936 (D.N.J.)
	<i>F.T.C. v. National Supply & Data Distribution Services</i>	Case No. 99-cv-128-28 (C.D. Cal.)
	<i>F.T.C. v. Nationwide Information Services, Inc.</i>	Case No. 00-cv-06505 (C.D. Cal.)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>F.T.C. v. NetSpend</i>	Case No. 1:16-cv-04203-AT (N.D. Ga.)
	<i>F.T.C. v. NutriMost LLC</i>	Case No. 2:17-cv-00509-NBF (W.D. Pa.)
	<i>F.T.C. v. One Technologies, LP</i>	Case No. 3:14-cv-05066 (N.D. Cal.)
	<i>F.T.C. v. Oro Marketing</i>	Case No. 2:13-CV-08843 (C.D. Cal.)
	<i>F.T.C. v. Pace Corporation</i>	Case No. 94-cv-3625 (N.D. Ill.)
	<i>F.T.C. v. Paradise Palms Vacation Club</i>	Case No. 81-1160D (W.D. Wash.)
	<i>F.T.C. v. Patrick Cella, et al.</i>	Case No. 03-cv-3202 (C.D. Cal.)
	<i>F.T.C. v. Platinum Universal, LLC</i>	Case No. 03-cv-61987 (S. D. Fla.)
	<i>F.T.C. v. Raymond Urso</i>	Case No. 97-cv-2680 (S.D. Fla.)
	<i>F.T.C. v. Rincon Management Services, LLC</i>	Case No. 5:11-cv-01623-VAP-SP (C.D. Cal.)
	<i>F.T.C. v. Robert S. Dolgin</i>	Case No. 97-cv-0833 (N.D. Cal.)
	<i>F.T.C. v. Southern Maintenance Supplies</i>	Case No. 99-cv-0975 (N.D. Ill.)
	<i>F.T.C. v. Star Publishing Group, Inc.</i>	Case No. 00-cv-023D (D. Wyo.)
	<i>F.T.C. v. Stratford Career Institute</i>	Case No. 1:16-cv-00371 (N.D. Ohio)
	<i>F.T.C. v. Stuffingforcash.com Corp.</i>	Case No. 02-cv-5022 (N.D. Ill.)
	<i>F.T.C. v. Target Vending Systems, L.L.C., et al.</i>	Case No. 00-cv-0955 (S.D.N.Y.)
	<i>F.T.C. v. The College Advantage, Inc.</i>	Case No. 03-cv-179 (E.D. Tex.)
	<i>F.T.C. v. The Crescent Publishing Group, Inc., et al.</i>	Case No. 00-cv-6315 (S.D.N.Y.)
	<i>F.T.C. v. The Tax Club</i>	Case No. 13-cv-210 (JMF) (S.D.N.Y.)
	<i>F.T.C. v. The Tungsten Group, Inc.</i>	Case No. 01-cv-773 (E.D. Va.)
	<i>F.T.C. v. Think Achievement Corp.</i>	Case No. 2:98-cv-12 (N.D. Ind.)
	<i>F.T.C. v. Think All Publishing</i>	Case No. 07-cv-11 (E.D. Tex.)
	<i>F.T.C. v. Tracfone</i>	Case No. 3:15-cv-00392 (N.D. Cal.)
	<i>F.T.C. v. Trustsoft, Inc.</i>	Case No. 05-cv-1905 (S.D. Tex.)
	<i>F.T.C. v. Unicyber Gilboard, Inc.</i>	Case No. 04-cv-1569 (C.D. Cal.)
	<i>F.T.C. v. US Grant Resources, LLC.</i>	Case No. 04-cv-0596 (E.D. La.)
	<i>F.T.C. v. Verity International, Ltd., et al.</i>	Case No. 00-cv-7422-LAK (S.D.N.Y.)
	<i>F.T.C. v. Wellquest International, Inc.</i>	Case No. 2:03-cv-05002 (C.D. Cal.)
	<i>F.T.C. v. Wolf Group</i>	Case No. 94-cv-8119 (S.D. Fla.)
	<i>Federal Trade Commission v Nutraclick, LLC</i>	Case No.: 2:20cv08612 (C.D. CA)



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	<i>Fernando N. Lopez and Mallory Lopez, et al. v. City Of Weston</i>	Case No. 99-8958 CACE 07 (FL 17th Jud Dist)
	<i>Fiori, et al. v. Dell Inc., et al.</i>	Case No. 09-cv-01518 (N.D. Cal.)
	<i>FMS, Inc. v. Dell, Inc. et al.,</i>	Case No. 03-2-23781-7SEA (King County, Wash.)
	<i>Frederick v Manor Care of Hemet CA, LLC</i>	MCC2000202 (Riverside County, CA)
	<i>FTC v 9140-9201 Quebec Inc. dba Premium Business Pages, Inc.</i>	1:18-cv-04115 (E.D. IL)
	<i>FTC v Elite IT Partners, Inc.</i>	2:19-cv-00125 (D. UT)
	<i>FTC v Fat Giraffe Marketing Group LLC</i>	2:19-cv-00063 CW (C.D. Utah)
	<i>FTC v Grand Teton Professionals, LLC et al.</i>	3:19-cv-00933 VAB (D. CT)
	<i>FTC v Manhattan Beach Venture LLC</i>	Case No. 2:19cv7849 (C.D. CA)
	<i>FTC v Physician's Technology, LLC</i>	2:20-cv-11694 NGE-RSW (E.D. MI)
	<i>FTC v Renaissance Health Publishing, LLC dba Renown Health Products</i>	9:20-cv-80640 DMM (S.D. FL)
	<i>FTC v Slac, Inc.</i>	5:20-cv-00470 (C.D. CA)
	<i>FTC v Zycal Bioceticals Healthcare Company, Inc.</i>	1:20-cv-10249 (D. MA)
	<i>Galatis, et al. v. Psak, Graziano Piasecki & Whitelaw, et. al.</i>	No. L-005900-04 (Middlesex County, NJ)
	<i>Garcia v. Allergan</i>	11-cv-9811 (C.D. Cal.)
	<i>Gloria Lopez et al. v Progressive County Mutual Insurance Company</i>	5:19-cv-00380 FB-ESC (W.D. TX)
	<i>Grabowski v. Skechers U.S.A., Inc.</i>	No. 3:12-cv-00204 (W.D. Ky.)
	<i>Greg Benney, et al. v. Sprint International Communications Corp. et al.</i>	Case No. 02-cv-1422 (Wyandotte County, KS)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-325223D2 (Ontario, Superior Court of Justice)
	<i>Haas and Shahbazi vs. Navient Solutions and Navient Credit Finance Corporation</i>	Case No. 15-35586 (DRJ) (S.D. Texas)
	<i>Harris, et al. v. Roto-Rooter Services Company</i>	Case No. 00-L-525 (Madison County, IL)
	<i>Harrison, et al. v. Pacific Bay Properties</i>	No. BC285320 (Los Angeles County, CA)
	<i>Henderson, et al. v. Volvo Cars of North America, LLC, et al.</i>	09-04146 (D.N.J.)
	<i>In re H&R Block IRS Form 8863 Litigation</i>	Case No. 4:13-MD-02474-FJG. (W.D. MO)
	<i>In Re: Bancomer Transfer Services Mexico Money Transfer Litigation</i>	BC238061, BC239611(Los Angeles County, CA)
	<i>In Re: Certainteed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: H&R Block Express IRA Marketing Litigation</i>	Case No. 06-md-01786 (W.D. Mo.)
	<i>In Re: High Carbon Concrete Litigation</i>	Case No. 97-cv-20657 (D. Minn.)
	<i>In Re: High Sulfur Content Gasoline Products Liability Litigation</i>	MDL No. 1632 (E.D. La.)
	<i>In Re: Ria Telecommunications and Afex Mexico Money Transfer Litigation</i>	Case No. 99-cv-0759 (San Louis Obispo, Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>In the Matter of Kushly Industries LLC</i>	FTC File No.: 202-3111
	<i>Janet Figueroa, et al. v. Fidelity National Title Insurance Company</i>	Case No. 04-cv-0898 (Miami Dade County, Fla.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>John Babb, et al. v. Wilsonart International, Inc.</i>	Case No. CT-001818-04 (Memphis, Tenn.)
	<i>John Colin Suttles, et al. v. Specialty Graphics, Inc.,</i>	Case No. 14-505 (W.D. TX)
	<i>Kenneth Toner, et al. v. Cadet Manufacturing Company</i>	Case No. 98-2-10876-2SEA (King County, Wash.)



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	<i>Kiefer, et al. v. Ceridian Corporation, et al.</i>	Case No. 3:95-cv-818 (D. Minn.)
	<i>Kim Schroll et al. v Lakewood Residential Care LLC dba Lakewood Park Manor</i>	18STCV29819 (Los Angeles County, CA)
	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>Lisa Ranieri et al.v AdvoCare International, L.P.</i>	Case No. 3:17-cv-00691 B (N.D. TX)
	<i>Long et al v. Americredit Financial Services, Inc.</i>	0:2011-02752 (Hennepin County, MN)
	<i>Louis Thula, et al. v. Lawyers Title Insurance Corporation</i>	Case No. 0405324-11 (Broward County, Fla.)
	<i>Lynn Henderson, et al. v. Volvo Cars of North America, LLC, et al.</i>	No. 2:09-cv-04146-CCC-JAD (D.N.J.)
	<i>Lynnette Lijewski, et al. v. Regional Transit Board, et al.</i>	Case No. 4:93-cv-1108 (D. Minn.)
	<i>Mark Laughman, et al. v. Wells Fargo Leasing Corp. et al.</i>	Case No. 96-cv-0925 (N.D. Ill.)
	<i>Mark Parisot et al v. US Title Guaranty Company</i>	Case No. 0822-cc-09381 (St. Louis Circuit Court, Mo.)
	<i>Mark R. Lund v. Universal Title Company</i>	Case No. 05-cv-00411 (D. Minn.)
	<i>Marks, et al. v. The Realty Associates Fund X, et al.</i>	CA No. SUCV2018-00056-BLS1 (Suffolk County, MA)
	<i>Melissa Castille Dodge, et al. v. Phillips College of New Orleans, Inc., et al.</i>	Case No. 95-cv-2302 (E.D. La.)
	<i>Michael Drogin, et al. v. General Electric Capital Auto Financial Services, Inc.</i>	Case No. 95-cv-112141 (S.D.N.Y.)
	<i>Michael Sutton v. DCH Auto Group, et al.</i>	(Essex County, NJ)
	<i>Michael T. Pierce et al. v. General Electric Capital Auto Lease</i>	CV 93-0529101 S
	<i>Mitchem, et al v. Illinois Collection Service, Inc.</i>	Case No. 09-cv-7274 (N.D. Ill.)
	<i>Northcoast Financial Services v. Marcia Webster</i>	2004 CVF 18651 (Cuyahoga County, OH)
	<i>Olivia Savarino et al. v Lincoln Property Co.</i>	14-1122C (Essex County, MA)
	<i>Oubre v. Louisiana Citizens Fair Plan</i>	No. 625-567 (Jefferson Parish, LA)
	<i>Patricia Faircloth, et a. v. Certified Finance, Inc., et al.</i>	Case No. 99-cv-3097 (E.D. La.)
	<i>Pistilli v. Life Time Fitness, Inc.</i>	Case No. 07-cv-2300 (D. Minn.)
	<i>Rawlis Leslie, et al. v. The St. Joe Paper Company</i>	Case No. 03-368CA (Gulf County, Fla.)
	<i>Regayla Loveless, et al. v. National Cash, Inc, et al.</i>	Case No. 2001-cv-892-2 (Benton County, Ark.)
	<i>Ricci, et al., v. Ameriquest Mortgage Co.</i>	Case No. 27-cv-05-2546 (D. Minn.)
	<i>Ronnie Haese, et al. v. H&R Block, et al.</i>	Case No. 96-cv-423 (Kleberg County, Tex.)
	<i>Sandra Arnt, et al. v. Bank of America, N.A.</i>	No. 27-cv-12-12279 (Hennepin County, MN)
	<i>Sara Khaliki, et al. v. Helzberg Diamond Shops, Inc.</i>	4:11-cv-00010 (W.D. Mo.)
	<i>Shepherd, et al. v. Volvo Finance North America, Inc., et al.</i>	Case No. 1:93-cv-971 (D. Ga.)
	<i>Skusenav. Linebarger, Goggan, Blair & Sampson, LLC.</i>	Case No. 1:10-cv-8119 (N.D. Ill.)
	<i>Smith v. NRT Settlement Services of Missouri, LLC</i>	Case No. 06-cv-004039 (St. Louis County, MO)
	<i>Terrell Ervin v. Nokia Inc. et al.</i>	Case No. 01-L-150 (St. Clair County, Ill.)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Theresa Boschee v. Burnet Title, Inc.</i>	Case No. 03-cv-016986 (D. Minn.)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>Thomas Losgar, et al. v. Freehold Chevrolet, Inc., et al.</i>	Case No. L-3145-02 (Monmouth County, NJ)
	<i>Tiffany Ellis, et al. v. General Motors LLC</i>	Case No. 2:16-cv-11747 (E.D. Mich.)
	<i>Tom Lundberg, et al. v. Sprint Corporation, et al.</i>	Case No. 02-cv-4551 (Wyandotte County, Kan.)



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	<i>Truc-way, Inc., et al. v. General Electric Credit Auto Leasing</i>	Case No. 92-CH-08962 (Cook County, Ill.)
	<i>Trudy Latman, et al. vs. Costa Cruise Lines, N.V., et al</i>	Case No. 96-cv-8076 (Dade County, Fla.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB (E.D. Fla)
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. Alfredo Susi, et al.</i>	6:10-cr-109-Orl-35DAB
	<i>United States of America v. David Merrick</i>	Case No. 05-cv-058 (D. R.I.)
	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>United States of America v. Evolution Marketing Group</i>	No. C09-1770RSM (W.D. Wash.) (E.D. Fla.)
	<i>United States of America v. Regenesis Marketing Corporation</i>	Case No. 01-cv-2509 (N.D. Ill.)
	<i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	Case No. 13-L-562 (St. Clair County, IL)
	<i>Vicente Arriaga, et al. v. Columbia Mortgage & Funding Corp, et al.</i>	Case No. 315343 (Cuyahoga County, Ohio)
	<i>Vittorio Blaylock v LVNV Funding LLC, et al.</i>	Case No. 12-cv-06677 (S.D.N.Y.)
	<i>William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.</i>	SEC Admin. Proc. AP No. 3-20185
	<i>Zyburo v. NCSPlus Inc.</i>	No. CV 09-1731 (C.D. Cal.)
CryptoCurrency	<i>In the Matter of ShipChain, Inc.</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	Case No. 09-cv-01731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. 19-cv-4492 (PKC) (S.D.N.Y.)
	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i>	
Data Breach	<i>AFCU v. Hudson's Bay Company, et al.</i>	No. 22-CV-973 (JRT/ECW) (D. Minn.)
	<i>American Bank Systems Data Security Incident</i>	No. 4:22-cv-03940 (D.S.C.)
	<i>Billy Perry v. Bay & Bay Transportation Services, Inc.</i>	Case No. 06-cv-0198 (N.D. Ga.)
	<i>Boykin v Choice Health Insurance LLC</i>	Case No. 2:16-cv-00506-NBF-MPK (W.D. Pa.)
	<i>F.T.C. v. Choicepoint</i>	Case No. 3:23cv1559 (N.D. Tex.)
	<i>First Choice Federal Credit Union v. The Wendy's Company</i>	No. 23CV981382 (Cuyahoga County, Ohio)
	<i>Fitton v. Pinnacle Propane, LLC</i>	1:17-md-2800 TWT (N.D. GA)
	<i>Gero, et al., v. MedInform, Inc.</i>	Case No. 1:18-cv-08472 PKC (S.D. N.Y.)
	<i>In Re Equifax, Inc. Customer Data Security Breach Litigation</i>	Case No. 2:19-CV-06019 (W. D. Pa.)
	<i>In Re Hudson's Bay Company Data Security Incident Consumer Litigation</i>	Case No. 1:17-md-2800-TWT (N.D. Ga)
	<i>In re Wawa, Inc. Data Security Litigation (Financial Institution Track)</i>	Case No. 3:22-cv-00204 (W.D. Wis.)
	<i>In re: Equifax, Inc. Customer Data Security Breach Litigation</i>	Case No.: 2:20cv1959 (W.D. PA)
	<i>Linman v. Marten Transport, Ltd.</i>	Case No. CV23965539 (Cuyahoga County, Ohio)
	<i>Mitchell Lautman v American Bank Systems, Inc.</i>	No. 2:22-cv-00166-wks (D. Vt.)
	<i>Pascute et al. v. Amotec, Inc.</i>	No. 4:22-cv-04166 (D.S.D.)
	<i>Patricia Marshall v. Lamoille Health Partners, Inc.</i>	Case No. 3:23-cv-00176-PDW-ARS (D.N.D.)
	<i>Pederson, et al. v. AAA Collections, Inc.</i>	
	<i>Quaife v. Brady Martz & Associates, P.C.</i>	



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	<i>Roper v. Rise Interactive Media & Analytics, LLC</i>	No. 1:23-cv-1836 (N. D. Ill.)
	<i>Sheffler v Activate Healthcare, LLC</i>	No. 1:23-cv-01206-SEB-TAB (S.D. Ind.)
	<i>Sterling et al. v. Strategic Forecasting, Inc. et al.</i>	No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)
	<i>Stone v. Gardner Resources Consulting LLC</i>	Case No. 2282CV00845 (Norfolk County, Mass.)
	<i>Taylor v. Columbus Aesthetic and Plastic Surgery, Inc.</i>	No. 24CV2201 (Franklin County, Ohio)
	<i>Veridian Credit Union v. Eddie Bauer LLC</i>	No. 2:17-cv-00356 (W.D. Wash.)
	<i>Village Bank et al. v Caribou Coffee Company, Inc.</i>	0:19-cv-01640 (D. MN)
Data Breach/Privacy	<i>Anderson, et al. v. United Retail Group, Inc., et al.</i>	Case No. 37-cv-89685 (San Diego County, Cal.)
	<i>Baby Doe v Ann & Robert H. Lurie Children's Hospital of Chicago</i>	Case No.: 2020CH04123 Circuit Court Cook County IL (Chancery Division)
	<i>F.T.C. v. CEO Group, Inc.</i>	Case No. 06-cv-60602 (S.D. Fla.)
	<i>In Re: U.S. Bank National Association Litigation</i>	Case No. 99-cv-891 (D. Minn.)
Discrimination	<i>Chicago Teachers Union, Local.1, v Board of Education of the City of Chicago</i>	Case No.: 1:12cv01311 (N.D. Ill.)
Elder Abuse	<i>Blaine Johnson v Napaidence Opco, LLC d/b/a Napa Post Acute</i>	Case No.: 21CV001248 (Napa County, CA)
	<i>Brinkerhoff v Lifehouse San Diego operations LLC d/b/a The Shores Post-Acute</i>	Case No.: 202100021078 (San Diego, CA)
Employment	<i>Aaron Riffle et al. v Cristy's Pizza, Inc.</i>	2:19-cv-04750 GCS-CMV (S.D. OH)
	<i>Aaron Riley v Timiny R/R Construction, Inc.</i>	Case No.: 3:21cv02288 (N.D. OH)
	<i>Adam P. Kelly, et al v. Bank of America, N.A., et al.</i>	No. 10-CV-5332 (E.D. Ill.)
	<i>Alequin, et al. v. Darden Restaurants, Inc. et al.</i>	Case No.: 12-61742-CIV (S.D. Fla.)
	<i>Alice Williams, et a. v. H&R Block Enterprises</i>	RG 08366506, (County of Alameda, CA)
	<i>Alicia Ousley v CG Consulting d/b/a Scores Columbus</i>	Case No. 2:19-cv-01744 SDM-KAJ (S.D. OH)
	<i>Alma Anguiano v. First United Bank and Trust Co.</i>	Case No. CIV-12-1096 (D. Okla.)
	<i>Alona Brank v Med1Care, Ltd</i>	Case No.: 3:22cv00384-JZ (N.D. OH)
	<i>Amanda Fortin v Wise Medical Staffing, Inc.</i>	Case No.: 2:21cv01467 (S.D. OH)
	<i>Amber Oaks v Auria Holmesville, LLC</i>	Case No.: 3:22cv00008-JZ (N.D. Ohio)
	<i>Amber Young v I Love This Bar LLC</i>	Case No.: 2:20cv3971 (S.D. Ohio)
	<i>Amiee Tracy v Quantum Health, Inc.</i>	Case No.: 2:22cv00294-MHW-KAJ (E.D. Ohio)
	<i>Amy Brailer v Clearcomm Bawa, Inc.</i>	Case No.: 1:17cv01391-JFM (D. MD)
	<i>Andrew R. Rondomanski, et al. v. Midwest Division, Inc.</i>	No. 11-cv-00887 (W.D. Mo.)
	<i>Anita Adams v Aztar Indiana Gaming Company LLC d/b/a Tropicana Evansville</i>	Case No.: 2:20cv00143-RLY-MPB (S.D. Ind.)
	<i>Ann Ford v U.S. Foods, Inc.</i>	Case No.: 1:19cv05967 (N.D. Ill.)
	<i>Antwaun Jones et al. v United American Security LLC</i>	Case No. 1:20cv00440 JG (N.D. OH)
	<i>Arturo Reyes et al. v Ivory Management Co. dba Renaissance Stone Care and Waterproofing</i>	19CV340357 (Santa Clara, CA)
	<i>Ashanti Sanchez v Agile Pursuits, Inc.</i>	Case No.: 2020CH02640 Circuit Court Cook County, IL
	<i>Balandran, et al. v. Labor Ready, et al.</i>	BC 278551 (Losa Angeles County, Cal.)
	<i>Ballard, et al. v. CoreCivic of Tennessee, LLC</i>	Case No. 3:20cv418 (M.D. Tenn.)
	<i>Ballard, et al., v. Fogo de Chao, LLC</i>	Case No. 09-cv-7621 (D. Minn.)
	<i>Barbara Jane Freck et al. v Cerner Corporation</i>	4:20-cv-00043 BCW (W.D. MO)
	<i>Batiste v. TopGolf International Inc. and TopGolf USA Spring Holdings, LLC</i>	Civil Action 4:20-cv-00655 (S.D. Tx.)



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	<i>Beasley, et al. v. GC Services LP</i>	Case No. 09-cv-01748 (E.D. Mo.)
	<i>Berry v. Farmers Bank & Trust, N.A.</i>	Case No. 13-02020
	<i>Berte v. WIS Holdings Corporation</i>	07-cv-1932 (S.D. Cal.)
	<i>Bishop et al. v. AT&T Corp.</i>	Case No. 08-cv-00468 (W.D. Pa.)
	<i>Bobbi Hardisky et al. v Gateway Health LLC</i>	Case No. 2:20-cv-01483 MPK (W.D. PA)
	<i>Bobbie Jarrett v. GGNCS Holdings, LLC</i>	Case No.: 12-CV-4105-BP (W.D. Mo.)
	<i>Bobbi-Jo Smiley et al. v E.I. Dupont De Nemours and Company</i>	3:12-cv-02380 (M.D. PA)
	<i>Bonnie J. Pasquale v Tropicana Atlantic City Corporation</i>	Case No.: 1:20cv06909 (D. NJ)
	<i>Brenda Wickens, et al. v Thyssenkrupp Crankshaft Co. LLC</i>	Case No. 1:19-cv-06100 (S.D. IL)
	<i>Brian Smith et al. v Kellogg Company</i>	1:18-cv-01341 PLM-RSK (D. NV)
	<i>Brittane Tupitza et al. v Texas Roadhouse Management Corporation</i>	Case No. 1:20-cv-00002 (W.D. PA)
	<i>Burbran Pierre v City of New York, et al.</i>	Civil Action No.: 20-cv-05116(ALC)(DCF) (S.D.N.Y.)
	<i>Cara Nasisi et al. v Comprehensive Health Management, Inc.</i>	Case No. 1:19-cv-4132 KPF (S.D. N.Y.)
	<i>Carlos Calderas, et al. v AK Tube, LLC</i>	Case No. 3:19-cv-02431 JZ (W.D. OH)
	<i>Carolyn Bledsoe et al. v LHC Group, Inc.</i>	2:18-cv-02863 (D. AZ)
	<i>Carolyn M. Nicholson et al. v IOC-Boonville, Inc. dba Isle of Capri Casino Hotel, Boonville</i>	2:19-cv-04084 (W.D. MO)
	<i>Chandler Glover and Dean Albrecht, et al., v. John E. Potter</i>	EEOC No. 320-A2-8011X; Agency No. CC-801-0015-99
	<i>Chantel Headspeth et al. v TPUSA, Inc. dba Teleperformance USA</i>	2:19-cv-02062 ALM-CMV (S.D. OH)
	<i>Charles Fravel, et al. v General Mills Operations, LLC</i>	Case No. 2:20-cv-01094 EAS-CMV (S.D. OH)
	<i>Cheyenne Seiber at al. v Management and Training Corporation</i>	3:19-cv-02983 (N.D. OH)
	<i>Christian Alesius v Pittsburgh Logistics Systems, Inc. d/b/a PLS Logistics Services</i>	Case No.: 2:20cv01067 (W.D. PA)
	<i>Christopher Evins v. Glow Networks, Inc.</i>	Case No. 14-cv-00544 (W.D. Mo.)
	<i>Christopher Rawlings ae al. v BMW Financial Services NA, LLC</i>	2:20-cv-02289 EAS-KAJ (S.D. OH)
	<i>Claudine Wilfong, et al. v. Rent-A-Center, Inc.</i>	Case No. 00-cv-680 (S.D. Ill.)
	<i>Coltorigone, et al. v. Gateway Health, LLC</i>	Case No. 2:20-cv-00605-MJH (W.D. Pa.)
	<i>Copher v. Motor City Auto Transport, Inc.</i>	15-2500-CK (Macomb County, MI)
	<i>Creed, et al. v. Benco Dental Supply Co.</i>	3:12-CV-1571 (E.D. Pa.)
	<i>Dania Pruess, et al. v Presbyterian Health Plan, Inc.</i>	Case No. 1:19-cv-629 KG-JFR (D. New Mexico)
	<i>Daniel O'Malley v Kass Management Services, Inc.</i>	Case No.: 1:20cv01331 (N.D. IL)
	<i>Darrin Dickerson et al. v Zayo Group, LLC</i>	1:20-cv-02490 (D. CO)
	<i>Dawn Bellan, et al. v Capital Blue Cross</i>	Case No. 1:20-cv-00744 YK (M.D. PA)
	<i>Day, et al. v. KASA Delivery LLC.</i>	Case No. 01-17-0000-2142 (AAA)
	<i>De La Torre v. Colburn Electric Company</i>	Civil Action No. 4:20-cv-00127-JED-JFJ (N.D. Okla.)
	<i>Deborah Roberts v Arrow Senior Living Management, Inc.</i>	Case No.: 4:21cv01370 (E.D. MO)
	<i>DeGidio v. Crazy Horse Saloon & Restaurant, Inc.</i>	Case No. 4:13-cv-02136-BHH (D.S.C.)
	<i>Department of Consumer and Worker Protection v Dunkin Donuts</i>	
	<i>Doe, et al. v. Cin-Lan, Inc, et al.</i>	Case No. 4:08-cv-12719 (E.D. Mich.)
	<i>Doe, et al. v. Déjà Vu Services, Inc., et al.</i>	No. 2:16-cv-10877 (E.D. Mich.)



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	<i>Dominique Delva v Toast, Inc.</i>	Case No. C.A. 2284-CV-01464H (Suffolk County, MA)
	<i>Don Brooks et al. v C.H. Robinson International, Inc. et al.</i>	4:16-cv-00939 (W.D. MO)
	<i>Donna Disselkamp et al. v Norton Healthcare, Inc.</i>	3:18-cv-00048 CRS (W.D. KY)
	<i>Donna Marcum v Lakes Venture LLC dba Fresh Thyme Farmers Market LLC</i>	3:19-cv-00231 DJH (W.D. KY)
	<i>DuBeau et al v. Sterling Savings Bank et al.</i>	No. 12-cv-1602 (D. Or.)
	<i>Dzianis Huziankou et al. v NY Sweet Spot Café Inc. dba Sweetspot Café</i>	1:18-cv-05715 (E.D. N.Y.)
	<i>Ebony Jones et al. v CBC Restaurant Corp. dba Corner Bakery Cafe</i>	1:19-cv-06736 (N.D. IL)
	<i>Edward Watson et al. v Tennant Company, a Minnesota Corporation</i>	2:18-cv-02462 WBS-DB (E.D. CA)
	<i>EEOC v Oceanic Time Warner Cable LLC, et al.</i>	Case No. CV -18-00357 DKW-KJM (D. Hawaii)
	<i>Eli Balderas v Schutz Container Systems, Inc.</i>	Case No.: 3:21cv02427 (N.D. OH)
	<i>Elizabeth Border et al. v Alternate Solutions Health Network LLC</i>	Case No. 2:20-cv-01273 ALM-KAJ (S.D. OH)
	<i>Elizabeth Yorba v Barrington School, LLC</i>	Case No.: 2:21cv691 (S.D. OH)
	<i>Elvia Boyzo et al. v United Service Companies, Inc.</i>	1:18-cv-6854 (N.D. IL)
	<i>Emma Guertin v Melbo Franchise Holdings, Inc. d/b/a Chick-fil-A Fulton Street</i>	Case No.: 604316/2022 (Nassau County, NY)
	<i>Equal Employment Opportunity Commission (EEOC) v. Star Tribune Company</i>	Case No. 08-cv-5297(D. Minn.)
	<i>Equal Employment Opportunity Commission v Faribault Foods, Inc.</i>	Case No. 07-cv-3976 (D. Minn.)
	<i>Eric Eisenberg v Conrad's Tire Service, Inc.</i>	Case No. CV-21-949506 (Cuyahoga County, OH)
	<i>Feiertag v. DDP Holdings, LLC d/b/a Apollo Retail Specialists, LLC,</i>	Case No. 2:14-cv-2643 (S.D. Ohio)
	<i>Felina Robinson v The Buffalo News, Inc.</i>	Case No. 801427/2019 (Erie County, NY)
	<i>Ferreras, et. al v. American Airlines, Inc.</i>	16-cv-2427 (D.N.J.)
	<i>Fisher, et al. v. Michigan Bell Telephone Company</i>	Case No. 09-cv-10802 (E.D. Mich.)
	<i>Frank De La Paz v. Accurate Courier NCA LLC</i>	Case No. 16CV00555 (County of Santa Cruz, CA)
	<i>Frank, Peasley, Waters, and Wilhelm, v Gold'n Plump Poultry, Inc.</i>	Case No. 04-cv-1018 (D. Minn.)
	<i>French v. Midwest Health Management, Inc.</i>	Case No.: 2:14-cv-2625
	<i>Geelan, et al. v. The Mark Travel Coporation</i>	Case No. 03-cv-6322 (D. Minn.)
	<i>Gipson, et al. v. Southwestern Bell Telephone Company</i>	Case No. 08-cv-2017 (D. Kan.)
	<i>Goelz v Bud Antle, Inc.</i>	Case No.: 2022 CV 02 0068 (Tuscarawas County, OH)
	<i>Greene, et al. v. Shift Operations LLC, et al.</i>	Case No. CGC 16-552307 (County of San Francisco, CA)
	<i>Gregory Hernandez v. The Children's Place</i>	No. CGC 04-4300989 (San Francisco, CA)
	<i>Gretchen Valencia et al. v Armada Skilled Home Care of NM LLC</i>	1:18-cv-01071 KG-JFR (D. NM)
	<i>Harrison v Blackline Systems, Inc.</i>	Arbitration
	<i>Hawkins v. JPMorgan Chase Bank, N.A.</i>	Case No. 8:19-cv-02174 (M.D. Fla.)
	<i>Heather Betts et. al. v Central Ohio Gaming Ventures, LLC</i>	2:16-cv-00373 EAS-EPD (S. D. OH)
	<i>Heather Fitzgerald v Forest River Manufacturing LLC</i>	Case No.: 3:20cv01004 (N.D. IN)
	<i>Heather Lawrence v Benesys, Inc.</i>	Case No.: 1:22cv11517 (E.D. Mich)
	<i>Hector Farias v Strickland Waterproofing Company, Inc.</i>	Case No.: 3:20cv00076 (W.D. VA)
	<i>Helen Bernstein, et al. v. M.G. Waldbaum</i>	Case No. 08-cv-0363 (D. Minn.)
	<i>Helen Hamlin v Gorant Chocolatier, LLC</i>	4:20-cv-00117 (N.D. OH)



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	<i>Herzfeld v. 1416 Chancellor, Inc.</i>	No. 14-4966 (E.D. Pa.)
	<i>Holt v. Living Social</i>	1:2012cv00745 (D.D.C.)
	<i>Isabella Savini Merante v American Institute for Foreign Study, Inc.</i>	Case No.: 3:21cv03234 (N.D. CA)
	<i>Jacob Bartakovits et al. v Wind Creek Bethlehem LLC dba Wind Creek Bethlehem</i>	5:20-cv-01602 (E.D. PA)
	<i>James Meyers et al. v Boomerang Rubber, Inc.</i>	3:19-cv-00070 WHR (S.D. OH)
	<i>James Oakley et al. v The Ohio State University Wexner Medical Ctr.</i>	2017-00845 (Oh state Court of Claims)
	<i>James Smith et al. v Oakley Transport, Inc.</i>	3:19-cv-05854 EMC (N.D. CA)
	<i>James Walters v Professional Labor Group, LLC</i>	Case No.: 1:21cv02831-JRS-MJD (S.D. Ind.)
	<i>Jamise Collins et al. v Goodwill Industries of Greater Cleveland & East Central Ohio</i>	1:19-cv-01433 (N.D. OH)
	<i>Janae Miller v HG Ohio Employee Holding Corporation</i>	Case No.: 2:21cv3978 (E.D. OH)
	<i>Jane Does v. The Coliseum Bar and Grill</i>	Case No: 17-cv-12212 (E.D. Mich.)
	<i>Jason Adams et al. v Wenco Ashland, Inc.</i>	1:19-cv-1544 CEH (N.D. OH)
	<i>Jason Mass et al. v the Regents of the University of California et al.</i>	RG17-879223 (Alameda County, CA)
	<i>Javier Garza et al. v Wood Group USA, Inc.</i>	4:20-cv-00253 (S.D. TX)
	<i>Jeffrey Allen Jones v Amazon</i>	Case No.: 1:15cv01106
	<i>Jennifer Dennis et al. v Greatland Home Health Services, Inc.</i>	1:19-cv-05427 (N.D. IL)
	<i>Jennifer Hardy et al. v DuPage Medical Group, LTD</i>	1:19-cv-02265 (N.D. IL)
	<i>Jennifer Hayes, et al. v Thor Motor Coach Inc.</i>	Case No. 3:19-cv-375 DRL-MGG (N.D. IN)
	<i>Jeremiah Smith et al. v PPG Industries, Inc.</i>	1:19-cv-01518 (N.D. OH)
	<i>Jessica Owens et al. v Hearthside Food Solutions, LLC</i>	3:19-cv-02479 (N.D. OH)
	<i>Jimmy West v. PSS World Medical, Inc.</i>	Case No. 4:13-cv-00574 (E.D. Mo.)
	<i>John Alba, et al. v. Papa John's USA, Inc.</i>	Case No. 05-cv-7487 (W.D. Cal.)
	<i>John Lewis et al. v Sentry Electrical Group, Inc.</i>	1:19-cv-00178 WOB (S.D. OH)
	<i>Johnson, et al v. General Mills, Inc.</i>	Case No. 10-cv-1104 (W.D. Mo.)
	<i>Jordan Purvis v OSL Retail Services Corporation</i>	Case No.: 3:21cv01738-JZ (N.D. OH)
	<i>Joseph Connors v American Medical Response, Inc. Services, Inc.</i>	1:20-cv-05046 (S.D. N.Y.)
	<i>Joseph Gallant et al. v Arrow Consultation Services, Inc.</i>	1:19-cv-00925 (S.D. IN)
	<i>Justice v. Associated Materials, LLC</i>	Case No. 5:20-cv-00410-SL (N.D. Ohio)
	<i>Justin Tyson v Shake Shack Enterprises, LLC</i>	Case No.: 514220/2022 (Kings County, NY)
	<i>Kariseli Quinones v Magic Cleaning Solutions LLC</i>	Case No.: 1:22cv00197 (E.D.N.Y.)
	<i>Karyn Petersen, et al. v EmblemHealth, Inc. et al.</i>	Case No. 1:20-cv-2568 CBA-RLM (E.D.N.Y.)
	<i>Kelly Marie Camp, et al. v. The Progressive Corporation, et al.</i>	Case No. 01-cv-2680 (E.D. La.)
	<i>Kelly, et al v. Bank of America, N.A. et al.</i>	No. 10-5332 (N.D. Ill.)
	<i>Kendall Olin-Marquez v Arrow senior Living Management, LLC</i>	Case No.: 2:21cv00996-EAS-CMV (S.D. Ohio)
	<i>Kendra Brown v Rush Street Gaming, LLC</i>	Case No.: 1:22cv00392 (N.D. NY)
	<i>Kenyona Eubanks v Aurora Health Care, Inc.</i>	Case No.: 2:20cv01253 (E.D. WI)
	<i>Kevin Moitoso et al. v FMR LLC</i>	1:18-cv-12122 WGY (D. MA)
	<i>Khadeza Pyfrom v ContactUS, LLC d/b/a ContactUS Communications</i>	Case No...: 2:21cv04293-EAS-CMV (S.D. Oio)



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	<i>Kiley Thornburg v Reflektions, LTD</i>	2:21cv3905 (S.D. OH)
	<i>Kim Anderson v Rent-A-Daughter Corporation</i>	Case No.: 1:22cv00143 (N.D. OH)
	<i>Kimberly Smith v ARG Resources, LLC</i>	Case No.: 2019CH12528 Circuit Court Cook County, IL
	<i>Kristin Swearingen v Amazon.com Services, Inc.</i>	Case No.: 3:19cv01156-JR (D. OR)
	<i>Kristina Drake v Chop Hospitality LLC</i>	Case No.: 1:20cv01574 (E.D. Ill.)
	<i>Krystal Wright v Majestic Care Staff LLC</i>	Case No.: 2:21cv02129-MHW-EPD (S.D. Ohio)
	<i>Kulauzovic et al. v. Citibank, N.A.</i>	Index No. 507538/2018 (County of Kings, NY)
	<i>Kusinski v. MacNeil Automotive Products Limited</i>	Case No. 17-cv-3618 (N.D. Ill.)
	<i>Lang, et al v DirecTV, Inc., et al.</i>	No. 10-1085 (E.D. La.)
	<i>Latanya Miles et al. v Variety Wholesalers, Inc.</i>	1:19-cv-01714 PAB (N.D. OH)
	<i>Lavar Martin et al. v Summit County</i>	5:19-cv-02641 JRA (N.D. OH)
	<i>Lee and Campion v. The City of Philadelphia</i>	NO. 001125 (Court of Common Pleas, Philadelphia County)
	<i>Lee Stephens v Auto Systems Centers, Inc. d/b/a/ Midas</i>	Case No.: 2:21cv05131-ALM-CMV (S.D. Ohio)
	<i>Leslie Avant v VXL Enterprises, LLC</i>	Case No.: 3:21cv2016 (N.D. Cal.)
	<i>Leslie Bethel v Bluemercury, Inc.</i>	Case No.: 21cv2743 (S.D. NY)
	<i>Linda J. Calhoun et al. v Aon Hewitt Health Insurance Solution, Inc.</i>	Case No. 1:19-cv-01810 (N.D. IL)
	<i>Lucas v Miller Products, Inc.</i>	Case No.: 4:21-cv-2355 (N.D. OH)
	<i>Luis Zhibri v Optimum Logistics Group, LLC</i>	Case No.: 2:21cv05877 (E.D. NY)
	<i>Lynn Lietz, et al. v. Illinois Bell Telephone Company, et al.</i>	No. 1:11-cv-0108 (N.D. Ill.)
	<i>Mallory v. Aclara Smart Grid Solutions, LLC</i>	Case No. 2:20-cv-0240 (S.D. Ohio)
	<i>Marcos D. Doglio v Boasso America Corporation</i>	Case No.: 2:18cv13448-KM- MAH (D. NJ)
	<i>Mariah Smith v Advocate Health Care Network</i>	Case No.: 1:19cv05148 (E.D. IL)
	<i>Mark Satterly et al. v Airstream, Inc.</i>	3:19-cv-00032 WHR (S.D. OH)
	<i>Mary Hutkai, et al. v. Penn National Gaming, Inc., et al.</i>	Case No. 4:16-cv-00906 (W.D. Mo.)
	<i>Mary Walburn et al. v Lend-A-Hand Services, LLC</i>	2:19-cv-00711 ALM-CMV (S.D. OH)
	<i>Michael A. Rivota et al. v Bank of America Corporation</i>	1:18-cv-03843 (N. D. IL)
	<i>Michael Fisher et al. v Dura-Line Corporation</i>	1:19-cv-00286 (N. D. OH)
	<i>Michael Levine, et al. v Vitamin Cottage Natural Food Markets, Inc.</i>	Case No. 1:20-cv-00261 STV (D. CO)
	<i>Michelle Jackson, et al. v. Jamba Juice Company</i>	Case No. 8:02-cv-00381 (C.D. Cal.)
	<i>Mi'Jette Sirmons v Star Multi Care Holding Corporation</i>	Case No.: 2:21cv00456-CB (W.D. PA)
	<i>Monica Brunty et al. v Optima Health Plan</i>	2:19-cv-00255 (E.D. VA)
	<i>Monte Endris v Hubler Chevrolet, Inc.</i>	Cause No.: 49D12-1810-PL-040781 Superior Court, Marion County, IN
	<i>Mudrich v The SYGMA Network, Inc.</i>	Case No. 2:21-cv-4932 (S.D. OH)
	<i>Nathaniel Boyce v SSP America MDW, LLC</i>	Case No.: 1:19cv02157 (N.D. IL)
	<i>Nicholas Jones v Memoryblue, Inc.</i>	Case No.: 2022-00319306-CV Superior Court. Sacramento County, CA
	<i>Nicholas O'Neil et al. v Miller Pipeline LLC</i>	Case No. 2:20-cv-04034 MHW-CMV (E.D. OH)
	<i>Nicole Kordie v Ohio Living</i>	Case No.: 2:21cv03791-SDM-CMV (S.D. Ohio)
	<i>Nikia Edwards v Optima Health Plan</i>	Case No.: 2:20cv00192 (E.D. VA)



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	<i>Nikiesha Cleveland v Foundations Health Solutions, Inc.</i>	Case No.: 1:21cv01713 (N.D. OH)
	<i>Norma Marquez et al. v RCKC Corporation et al.</i>	1:18-cv-07977 (N.D. IL)
	<i>OFCCP v. B&H Foto & Electronics Corp.</i>	Case No. 2016-OFC-0004 (Department of Labor)
	<i>Omar Malcolm v The City of New York</i>	Case No.: 1:20cv9641-ALC (S.D. NY)
	<i>Owen, et al. v. Punch Bowl Minneapolis, LLC</i>	Case No. 19-cv-0955 (D. Minn)
	<i>Pamela Adams, et al., v. MedPlans Partners, Inc</i>	Case No. 3:07-cv-259 (W.D. Ky.)
	<i>Parnell, et al. v. Academy Mortgage Corporation</i>	Case No. 01-17-0004-5311 (AAA)
	<i>Pedro Rodriguez Martinez v Alpha Technologies Services, Inc.</i>	5:17-cv-628 (E.D. NC)
	<i>Phillip Busler, et al. v. Enersys Energy Products Inc., et al.</i>	Case No. 09-cv-0159 (W.D. Mo.)
	<i>Powell v. The Kroger Company and Dillon Companies, LLC</i>	Case No. 1:20-cv-01983 (D. Colo.)
	<i>Prentis Walton et al. v Oldcastle Building Envelope, Inc.</i>	3:18-cv-02936 (N. D. OH)
	<i>Ray Cruz-Perez v Penn National Gaming, Inc.</i>	1:20-cv-02577 (N.D. IL)
	<i>Rhonda Gresky v Checker Notions Company, Inc. d/b/a/Checker Distributors</i>	Case No.: 3:21cv1203 (N.D. Ohio)
	<i>Robert Eddings v. General Aluminum Manufacturing Company</i>	Case No. 1:17-CV-00362 (N.D. Ohio)
	<i>Robert Stock et al. v Xerox Corporation</i>	Case No. 6:16-cv-06256 EAW (W.D. N.Y.)
	<i>Rocher, et al. v. Sav-on Drugs, et al.</i>	Case No. BC 227551 (Los Angeles County, Cal.)
	<i>Roger James v Boyd Gaming Corporation</i>	Case No.: 2:19cv02260-DDC-JPO (D. KS)
	<i>Roger Stiles v Specialty Promotions, Inc.</i>	Case No.: 2020CH03766 Circuit Court Cook County, IL
	<i>Ronnie Loschiavo v Advanced Drainage Systems, Inc.</i>	Case No.: 2:21cv05069-MHW-CMV (S.D. OH)
	<i>Rosann Biagi v International Services, Inc.</i>	Case No.: 21CH00000311 Circuit Court of Lake County, IL
	<i>Russell Cain v JB Hunt Transport, Inc.</i>	Case No. D-202-CV-2019-00710 (Bernalillo County, NM)
	<i>Russell, et al. v. Illinois Bell Telephone Company</i>	Case No. 08-cv-1871 (N.D. Ill.)
	<i>Ryan Cocca v Ping Identity Corporation</i>	Arbitration
	<i>Ryan Ransom et al. v Burrows Paper Corporation</i>	Case No. 2:20-cv-03824 MHW-CMV (S.D. OH)
	<i>Sakinah Kelly at al. v Evolent Health LLC</i>	1:19-cv-00500 (N. D. IL)
	<i>Salamon v. Bayview Loan Servicing, LLC</i>	No. 01-17-0002-1424 (AAA)
	<i>Scott Snider et at. V Quantum Health, Inc.</i>	2:20-cv-02296 CMV (E.D. OH)
	<i>Sequoia Moss-Clark, et al. v. New Way Services, Inc., et al.</i>	Case No. C12-1391 (Contra Costa County, CA)
	<i>Sergio Moreno et al. v Silvertip Completion Services Operating LLC</i>	Case No. 7:19-cv-00240 (W.D. TX)
	<i>Shannon Wheeler v. Cobalt Mortgage, Inc. et al.</i>	Case No. 2:14-cv-B1847-JCC (W.D. WA)
	<i>Sherman Wright et al. v The Kroger Co.</i>	1:19-cv-00761 MRB (S.D. OH)
	<i>Smallwood, et al. v. Illinois Bell Telephone Company,</i>	Case No. 09-cv-4072 (N.D. Ill.)
	<i>Smith v. Family Video</i>	No. 11-cv-01773 (N.D. Ill.)
	<i>Smith v. Pizza Hut, Inc.</i>	No. 09--cv-01632-CMA-BNB (D. Colo.)
	<i>Speraneo v. BJC Health Systems, Inc. d/b/a BJC HealthCare</i>	Case No. 1322-CC09701 (St. Louis County, MO)
	<i>Stephanie Sanz, et al. v. Johny Utah 51, LLC</i>	Case No. 14-cv-4380 (S.D.N.Y.)
	<i>Stephen DiGiorgio et al. v EOS Holdings, Inc.</i>	1:16-cv-11069 (D. MA)
	<i>Steven Belt v P.F. Chang's China Bistro, Inc.</i>	2:18-cv-03831 AB (E.D. PA)



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	<i>Surette, et al. v SmartBear Software, Inc.</i>	Civil Action No. 2281-cv-00802 Middlesex County Superior Court
	<i>Tamare Fry v Pilot Plastics, Inc.</i>	Case No.: 5:22cv00465 (N.D. OH)
	<i>Tanielle Thomas vWalmart, Inc.</i>	18-cv-4717 (E.D. PA)
	<i>Tasha Smith v Acceptance Solutions Group, Inc.</i>	Case No.: 1:21cv01675 (N.D. Ill.)
	<i>Teeter v. NCR Corporation</i>	Case No. 08-cv-00297 (C.D. Cal.)
	<i>Terri Powell et al. v IKEA Industry Danville, LLC</i>	4:18-cv-00058 (W.D. VA)
	<i>Terrie Gammon et al. v Marietta OPCO, LLC dba Arbors at Marietta</i>	2:19-cv-05140 JLG-EPD (S.D. OH)
	<i>The Fortune Society, Inc. et al. v. Macy's, Inc. et al.</i>	No. 19 Civ. 5961 (S.D.N.Y.)
	<i>Thomas Cramer et al. v. Bank of America, N.A. et al.</i>	Case No. 12-08681 (N.D. Ill.)
	<i>Thomas Dege, et al., v. Hutchinson Technology, Inc.</i>	Case No. 06-cv-3754 (D. Minn.)
	<i>Thomas v. Kellogg Company et al.</i>	Case No. 3:13 Civ. 05136 (W.D. Wash.)
	<i>Thompson v. Qwest Corporation, et al.</i>	Civil Action No.: 1:17-cv-1745 (D. Colo.)
	<i>Tiffany Williams v Bob Evans Farms, Inc.</i>	Case No.: 2:18cv01353 (W.D. PA)
	<i>Todd Coleman v Trophy Nut Co.</i>	3:19-cv-00374 TMR (S.D. OH)
	<i>Tompkins et al. v. Ferny Properties, LLC et. al.,</i>	No. 3:18-cv-00190 (D.N.D.)
	<i>Tracie Ford et al. v Cardinal Innovations Healthcare Solutions</i>	Case No. 1:20-cv-00736 (M.D. NC)
	<i>Tracy Mattison et al. v Trubridge, Inc.</i>	5:19-cv-01618 JRA (N.D. OH)
	<i>Trista L.Freeman, et al. v Crossroads Hospice of Northeast Ohio LLC</i>	Case No. 5:20-cv-01579 BYP (E.D. OH)
	<i>Twohill, et al. v. First Acceptance Corporation</i>	Case No. 3:17-cv-00284 (M.D. Tenn.)
	<i>Tyler Mudrich v The Sygma Network, Inc.</i>	Case No.: 2:21cv04932-EAS-CMV (S.D. OH)
	<i>Tylisha Allen v Flanders Corporation</i>	Case No. 2022-LA-154 Circuit Court Sangamon, IL
	<i>Vernon Roberts v Techserv Consulting and Training, LTD</i>	Case No.: 6:21cv00406 (E.D. Tex.)
	<i>Victor Sanchez v Gold Standard Enterprises, Inc. d/b/a/ Binny's Beverage Depot</i>	Case No.: 1:21cv03349 (N.D. Ill)
	<i>Wallace Pitts at al. v. G4s Secure Solutions (USA), Inc.</i>	2:19-cv-02650 MHW-CMV (E.D. OH)
	<i>Watkins, et al. v. I.G. Incorporated, etl a.</i>	Case No. 27-13-15361 (Hennepin County, MN)
	<i>Weeks v. Matrix Absence Management, Inc.</i>	Case No. 2:20-cv-884 (D. Arizona)
	<i>White et al. v. Edward Jones Co., L.P. dba Edward Jones</i>	No. 17 Civ. 02004 (N.D. Ohio)
	<i>Wilkinson, et al. v. NCR Corporation</i>	Case No. 1:08-cv-5578 (N.D. Ill.)
	<i>William Perrin, et al. v. Papa John's International</i>	No. 4:09-CV-01335 (E.D. Mo.)
	<i>William Whitlock, et. al v. FSH Management, LLC, et. al.</i>	3:10-cv-00562-M
	<i>Williams v. DH Pace</i>	Case No. 4:14-cv-00161 (W.D. Mo.)
	<i>Williams, et al. v. Dollar Financial Group, et al.</i>	Case No. RG03099375 (Alameda County, CA)
	<i>Williams, et al. v. G4S Secure Solutions (USA) Inc.</i>	Civil Action No. 1:17-CV-00051 (M.D.N.C)
	<i>Williams, et al. v. H&R Block Enterprises, Inc.</i>	No. RG 08366506 (Alameda County, CA)
	<i>Wittemann, et al. v. Wisconsin Bell, Inc.</i>	Case No. 09-cv-440 (W.D. Wisc.)
	<i>Wlotkowski, et al. v. Michigan Bell</i>	Case No. 09-cv-11898 (E.D. Mich.)
Environmental	<i>Bernice Samples, et al. v. Conoco, Inc., et al.</i>	Case No. 01-0631-CA-01 (Escambia Country, Fla.)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)



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ERISA	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>Keltner, et al., v. SunCokeEnergy, Inc., et al.</i>	Case No.: 2014-L-1540 (Madison County, IL)
	<i>Latta, et al. v. Hannibal Board of Public Works, et al.</i>	Case No. 16SL-CC01881 (St. Louis, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>Colon, et al. v. Johnson, et al.</i>	Case No. 8:22-cv-888-TPB-TGW (M.D. Fla.)
	<i>Cothran v. Adams, et al.</i>	Case No. 8:2023-cv-00518 (M.D. Fl.)
	<i>In Re: Broadwing Inc ERISA Litigation</i>	Case No. 02-cv-00857 (S.D. Ohio)
	<i>Leslie D. Nolan v The Detroit Edison Company</i>	Case No.: 2:18cv13359-DML-SDD (E.D. MI)
	<i>Michael Marzec v Reladyne, LLC</i>	Case No.: 2018CH14101 Circuit Court of Cook County, IL (Chancery Division)
	<i>Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)</i>	Case No. 02-cv-71045 (E.D. Mich.)
	ERISA - 401k/403b Fee	<i>Anderson, et al. v. Coca-Cola Bottlers' Association, et al.</i>
<i>André Clark, et al., v. Oasis Outsourcing Holdings, Inc., et al.</i>		Case No. 9:18-cv-81101- RLR (S.D. Fla.)
<i>Anthony Abbott, et al. v. Lockheed Martin Corp., et al.</i>		Case No. 06-701 (S.D. Ill.)
<i>Bacon, et al., v. Board of Pensions of the Evangelical Lutheran Church in America</i>		Case No. 27-CV-15-3425 (Hennepin County, MN)
<i>Baker, et al. v. John Hancock Life Insurance Company (U.S.A.), et al.</i>		Civil Action 1:20-cv-10397-RGS (D. Minn.)
<i>Beach, et al. v JPMorgan Chase Bank, N.A., et al.</i>		Case No. 17-00563-JMF (S.D.N.Y.)
<i>Becker v. Wells Fargo & Co. et al</i>		Case No. 0:20-cv-02016 (D. Minn.)
<i>Berry, et al. v. FirstGroup America, Inc., et al.</i>		Case No. 1:18-cv-00326-JPH (S.D. Ohio)
<i>Bhatia, et al. v. McKinsey & Company, Inc., et al.</i>		Case No. 1:19-cv-01466-GHW-SN (S.D.N.Y.)
<i>Bouvy v. Analog Devices, Inc., et al.</i>		Case No. 19-cv-881-DMS-BLM (S.D. Cal.)
<i>Brian Loomis v Nextep, Inc.</i>		Case No.: 5:21cv00199-HE (W.D. OK)
<i>Brotherston, et al. v. Putnam Investments, LLC, et al.</i>		Civil Action No. 15-13825-WGY (D. Mass.)
<i>Brown et al. v. The MITRE Corporation, et al.</i>		Case No. 1:22-cv-10976-DJC (D. Mass.)
<i>Brown-Davis et al v. Walgreen Co. et al</i>		Case No. 1:19-cv-05392 (N.D. Ill.)
<i>Carrigan, et al. v. Xerox Corporation, et al.</i>		No. 3:21-cv- 01085 (D. Conn.)
<i>Chechile et al v. Baystate Health, Inc. et al.</i>		No. 22-cv-30155-KAR (D. Mass.)
<i>Clifton Marshall, et al. v. Northrop Grumman Corp., et al.</i>		Case No. 16-6794 (C.D. Cal.)
<i>Conte v. WakeMed</i>		Case No. 5:21-cv-00190-D (E.D.N.C.)
<i>Coviello, et al. v. BHS Management Services, Inc., et al.</i>		No. 3:20-cv-30198-MGM (D. Mass.)
<i>Cunningham, et al., v. Cornell University, et al.</i>		Case No. 16-cv-6525 (S.D.N.Y.)
<i>David Clark, et al, v. Duke University, et al.</i>	Case No. 1:16-CV-01044-CCE-LPA (M.D.N.C.)	
<i>David Kinder, et al. v. Koch Industries, Inc., et al.</i>	Case No. 1:20 cv 02973 MHC (N.D. Ga.)	
<i>Davis v. Magna International of America, Inc.</i>	Case No. 2:20-cv-11060 (E.D. Mich.)	
<i>Dean et al. v. Cumulus Media, Inc. et al.</i>	No. 1:22-cv-04956-TWT (D. Ga)	



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	<i>Dennis Gordan, et al. v. Massachusetts Mutual Life Insurance Co., et al.</i>	Case No. 13-cv-30184-MAP (D. Mas.)
	<i>Diego Cervantes v. Invesco Holding Company (US), Inc., et al.</i>	Civil Action No. 1:18 cv-02551-AT (N.D. Ga.)
	<i>Dustin S. Soulek v Costco Wholesale Corporation</i>	Case No.: 20cv937 (E. D. Wis.)
	<i>Ford, et al. v. Takeda Pharmaceuticals U.S.A., Inc., et al</i>	No. 21-cv-10090 (D. Mass.)
	<i>Fritton, et al. v. Taylor Corporation, et al.</i>	No. 22-cv-00415 (D. Minn.)
	<i>Garcia et al. v. Alticor, Inc. et al.,</i>	Case No. 1:20-cv-01078-PLM-PJG (W.D. Mich.)
	<i>Garnick, et al. v. Wake Forest University Baptist Medical Center, et al.</i>	Case No. 1:21-CV-00454- WO-JLW (M.D.N.C.)
	<i>Gleason et al v. Bronson Healthcare Group, Inc. et al.</i>	Case No. 1:21-cv-00379 (W. D. Mich.)
	<i>Gomes, et al. v. State Street Corporation, et al.</i>	Case No. 1:21-cv-10863-MLW (D. Mass.)
	<i>Gruber v. Grifols Shared Services North America, Inc. et. al.</i>	Case No: 2:22-cv-02621-SPG-AS (C.D. Cal.)
	<i>Harvey Miller et al. v. Packaging Corporation of America, Inc., et al.</i>	Case No. 1:22-cv-00271 (W.D. Mich.)
	<i>Hawkins, et al. v. Cintas Corporation, et al.</i>	No. 1:19-cv-01062-JPH
	<i>Henderson et al. v. Emory University et al.</i>	Case No. 16-cv-2920 (N.D. Ga.)
	<i>Hill et al v. Mercy Health System Corporation et al</i>	Case No. 3:20-cv-50286 (N.D. Ill.)
	<i>Hundley et al., v. Henry Ford Health System et al</i>	Case No. 2:21-cv-11023-SFC (E.D. Mich.)
	<i>In re GE ERISA Litigation</i>	Master File No. 1:17-cv-12123-IT (D. Mass)
	<i>In re M&T Bank Corporation ERISA Litigation</i>	Case No. 1:16-cv-375 (W.D.N.Y.)
	<i>In re Northrop Grumman Corporation ERISA Litigation</i>	Case. No. 06-CV-6213 AB (JCx) (C.D. Cal.)
	<i>Intravaia, et al. v. National Rural Electric Cooperative Association, et al.</i>	Case No. 1:19-cv-00973-LO-IDD (E.D. Va.)
	<i>Johnson, et al v. Fujitsu Technology and Business of America, Inc. et al.</i>	Case No.: 5:16-cv-03698 NC (N.D. Cal.)
	<i>Karg et al v. Transamerica Corporation et al</i>	Case No. 1:18-cv-00134 (N.D. Iowa)
	<i>Karolyn Kruger, et al. v. Novant Health Inc., et al.</i>	Case No. 14-208 (M.D.N.C.)
	<i>Karpik, et al. v. Huntington Bancshares Incorporated, et al.</i>	Case No. 2:17-cv-01153-MHW-KAJ (S.D. Ohio)
	<i>Kimberly D. Traczyk v Aspirus, Inc.</i>	Case No.: 2:21cv00077 (W.D. MI)
	<i>Kinder et al v. Koch Industries, Inc. et al</i>	Case No. 1:20-cv-02973 (N.D. Ga.)
	<i>Kirk, et al. v. Retirement Committee of CHS/Community Health Systems, Inc., et al.</i>	Civil Action No. 3:19-cv-00689 (M.D. Tenn.)
	<i>Kruzell v. Clean Harbors Environmental Services, Inc. et al.,</i>	Case No: 1:22-cv-10524-GAO (D. Mass.)
	<i>Lauren Bence, et al. v. Presence Health Network, et al.</i>	Case No. 1:17-cv-08315 (N.D. Ill.)
	<i>Law et al v. Estee Lauder Inc. et al.</i>	No. 1:20-cv-04770-JLR (S.D.N.Y.)
	<i>Leon v. Maersk, Inc. et al.</i>	Case No. 3:23-cv-00602-RJC-SCR (W.D.N.C.)
	<i>Loomis, et al. v. Nextep Inc., et al.</i>	Case No. 5:21-cv-00199-HE (W.D.Ok)
	<i>Loren L. Cassell, et al. v. Vanderbilt University, et al.</i>	Case No. 3:16-CV-02086 (M.D. Tenn.)
	<i>Main, et al. v. American Airlines, Inc. et al.</i>	Civil Action No.: 4:16-cv-00473-O (N.D. Texas)
	<i>Marcia McGowan v Barnabas Health, Inc.</i>	Case No.: 2:20cv13119-KM-JRA (D.N.J.)
	<i>Mazza v. Pactiv Evergreen Services, Inc., et al.</i>	No. 1:22-cv-5052 (N.D. Ill.)
	<i>McNeilly, et al. v. Spectrum Health System, et al.</i>	No. 1:20-cv-00870 (W.D. Mich.)
	<i>Miguel, et al. v. Salesforce.com Inc., et al.</i>	Civil Action No. 3:20-cv-01753-MMC (N.D. Cal.)
	<i>Miller et al. v. Packaging Corporation of America, Inc., et al.,</i>	Case No. 1:22-cv-00271 (W.D. Mich.)



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	<i>Moitoso, et al. v. FMR LLC, et al.</i>	Civil Action No. 1:18-cv-12122-WGY (D. Mass.)
	<i>Munro v. University of Southern California</i>	Case No. 16-6191 (C.D. Cal.)
	<i>Parker et al., v. GKN North America Services, Inc. et al.</i>	Case No. 2:21-cv-12468-SFC (E.D. Mich.)
	<i>Pat Beesley, et al v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Paul Andrus, et al. v. New York Life Insurance Company, et al.</i>	Case. No. 1:16-cv-05698 (KPF) (S.D.N.Y.)
	<i>Pledger, et al. v. Reliance Trust, et al.</i>	Case No. 1:15-cv-4444-MHC (N.D. Ga.)
	<i>Price v. Eaton Vance Corp., et al.</i>	Civil Action No. 18-12098-WGY (D. Mass.)
	<i>Ramos et al. v. Banner Health et al. (Judgement)</i>	Case No. 1:15-cv-02556 (D. Colo.)
	<i>Ramos et al. v. Banner Health et al. (Slocum)</i>	Case No. 1:15-cv-02556 (D. Colo.)
	<i>Reetz v. Lowe's Companies, Inc. et al.</i>	No. 5:18-cv-075-RJC-DCK (W.D.N.C.)
	<i>Reichert, et al. v. Juniper Networks, Inc. et al.</i>	Case No: 3:21-cv-06213-JD (N.D. Cal.)
	<i>Robert Sims, et al, v. BB&T Corporation, et al.</i>	Case No. 1:15-cv-732-CCE-JEP (M.D.N.C.)
	<i>Robert Stengl, et al. v. L3Harris Technologies, Inc</i>	No. 6:22-cv-00572-PGB-LHP (M.D. Florida)
	<i>Rocke, et al. v. Allianz Asset Management of America LLC, et al.</i>	Case No. 8:23-cv-00098-CJC-KES (C.D. Cal.)
	<i>Ronald Tussey, et al. v. ABB Inc., at al.</i>	Case No. 2:06-cv-4305-NKL (W.D. Mo.)
	<i>Rosenkranz, et al. v. Altru Health System, et al.,</i>	No. 3:20-cv-00168-PDW-ARS (D.N.D.)
	<i>Smith et al. v. OSF Healthcare System, et al.</i>	Case No. 3:16-cv-00467-SMY-RJD (S.D. Ill.)
	<i>Smith v. GreatBanc Tr. Co.</i>	No. 1:20-cv-02350-FUV (N.D. Ill.)
	<i>Smith, et al. v. VCA Inc., et al.</i>	No. 2:21-cv-09140-GW-AGR (C.D. Cal.)
	<i>Soulek v. Costco Wholesale Corporation et al</i>	Case No. 1:20-cv-00937 (E.D. Wis.)
	<i>Stacy Schapker v. Waddell & Reed Financial, Inc., et al.</i>	Case No. 17-cv-2365 (D. Kan.)
	<i>Stevens v. SEI Investments Company, et al.</i>	Case No. 2:18-CV-09936 (E.D. Pa.)
	<i>Todd Ramsey, et al., v. Philips North America LLC</i>	Case No. 3:18-cv-01099-NJR-RJD (S.D. Ill.)
	<i>Toomey, et al. v. Demoulas Super Markets, Inc., et al.</i>	Case No. 1:19-CV-11633-LTS (D. Mass.)
	<i>Tracey, et al. v. Massachusetts Institute of Technology, et al.</i>	Case No. 1:16-cv-11620 (D. Mass.)
	<i>Traczyk v. Aspirus, Inc. et al.</i>	Case No. 2:21-cv-00077-RJJ-MV (W.D. Mich.)
	<i>Troudt et al v. Oracle Corporation et al.</i>	Case No. 16-cv-00175 (D. Colo.)
	<i>Urlaub, et al. v. CITGO Petroleum Corp., et. al.</i>	Case No. 21-cv-04133 (N.D. Ill.)
	<i>Velazquez, et al. v. Massachusetts Financial Services Company</i>	Case No. 1:17-CV-11249 (D. Mass.)
	<i>Walter v. Kerry Inc., et al.</i>	2:21-cv-539-BHL (E.D. Wis.)
	<i>Williams, et al. v. Centerra Group, LLC, et al.</i>	Civil Case No.: 1:20-cv-04220-SAL (N.D.S.C.)
	<i>Woznicki v. Aurora Health Care, Inc.</i>	Case No. 20-cv-1246 (E.D. Wis.)
FACTA	<i>Albright v. Metrolink</i>	No. 4:11-CV-01691AGF (E.D. Mo.)
	<i>Ebert, et al. v. Warner's Stellian</i>	No. 11-cv-02325 JRT/ SER (D. Minn.)
	<i>Fouks, et al. v. Red Wing Hotel Corporation</i>	Case No. 12-cv-02160 (D. Minn.)
	<i>Jones v. Dickinson</i>	No. 11 CV 02472 (D. Mo.)
	<i>Linda Todd, et al. v. Medieval Times</i>	Case No. 1:10-cv-00120 (D. N.J.)
	<i>Masters v. Lowe's Home Centers, Inc.</i>	Case No. 3:09-cv--255 (S.D. Ill.)



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	<i>Waldman v. Hess Corporation</i>	Case No. 07-cv-2221 (D. N.J.)
	<i>Michael Stoner, et al. v. CBA Information Services</i>	Case No. 04-cv-519 (E.D. Pa.)
	<i>Ann Castello v. Allianz Life Insurance Company</i>	Case No. 03-cv-20405 (D. Minn.)
	<i>Boyd Demmer, et al. v. Illinois Farmers Insurance Company</i>	Case No. MC 00-017872 (Hennepin County, Minn.)
	<i>Christopher Meek v Kansas City Life Insurance Company</i>	Case No.: 4:19cv00471 (W.D. MO)
	<i>Chultern v. Ticor Title Insur. Co., et al.</i>	Case No. 2006-CH-09488 ((Cook County, IL)l.)
	<i>Colella v. Chicago Title Insur. Co., et al.</i>	Case No. 2006-CH-09489 ((Cook County, IL)l.)
	<i>Daluge, et. al., v. Continental Casualty Company</i>	No. 3:15-cv-00297 (W.D. Wis.)
	<i>Deborah Hillgamy, et al. v. Reliastar Life Insurance Company, et al.</i>	No. 11-cv-729 (W.D. Wis.)
	<i>Doan v. State Farm</i>	108CV129264 (Santa Clara Co, CA)
	<i>Dorothea Pavlov v. Continental Casualty Company</i>	Case No. 07-cv-2580 (N.D. Ohio)
	<i>Earl L. McClure v State Farm Insurance Company</i>	Case No.: 2:20cv01389-SMB (D. AZ)
	<i>Frank Rose, et al. v. United Equitable Insurance Company, et al.</i>	Case No. 00-cv-02248 (Cass County, ND)
	<i>Froeber v. Liberty Mutual Fire Insurance Company</i>	Case No. 00C15234 (Marion County, OR)
	<i>Garrison, et al., v. Auto-Owners Insurance Company</i>	Case No. 02-cv-324076 (Cole County, Mo.)
	<i>Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.</i>	Case No. 3:97-cv-152 (D.N.D.)
	<i>In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation</i>	Case No. 99-md-1309 (D. Minn.)
	<i>Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.</i>	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	<i>J. Gregory Sheldon v Kansas City Life Insurance Company</i>	Case No.: 1916CV26689 Circuit Court of Jackson County, MO
<i>Jacobs v. State Farm General Insurance Company</i>	No. CJ-96-406 (Sequoyah County, Okla.)	
<i>James M. Wallace, III, et al. v. American Agrisurance, Inc., et al.</i>	Case No. 99-cv-669 (E.D. Ark.)	
<i>James Ralston, et al. v. Chrysler Credit Corporation, et al.</i>	Case No. 90-cv-3433 (Lucas County, Ohio)	
<i>Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.</i>	CV 990759 (County of San Luis Obispo, Cal.)	
<i>Morris v. Liberty Mutual Fire Insurance Company</i>	CJ-03-714 (Pottawatomie County, OK)	
<i>Paul Curtis, et al v. Northern Life Insurance Company</i>	Case No. 01-2-18578 (King County, Wash.)	
<i>Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp</i>	Case No. 06-cv-2253 (C.D. Cal.)	
<i>Raymond Arent, et al. v. State Farm Mutual Insurance Company</i>	Case No. 00-mc-16521 (D. Minn.)	
<i>Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.</i>	Case No. 00CVH-08-6980 (Franklin County, Ohio)	
<i>Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.</i>	Case No. 97-cv-3146 (S.D. Fla.)	
<i>Taqueria El Primo, LLC v Farmers Group, Inc.</i>	Case No.: 19cv03071 (D. MN)	
<i>Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota</i>	Case No. 02-cv-9317 (D. Minn.)	
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	<i>Clements, et al. v. JPMorgan Chase Bank, N.A., et al.</i>	No. 3:12-cv-02179-JCS (N.D. Cal.)
	<i>Hofstetter, et al. v. Chase Home Finance, LLC., et al.</i>	Case No. 10-cv-1313 (N.D. Cal.)
Legal Notice	<i>Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.</i>	Case No. 11-00673 (W.D. KY)
	<i>Anderson et al. v. Canada (Attorney General)</i>	2011 NLCA 82
	<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)



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Medical/Drug	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. CA)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>George Williams, et al. v. BestComp, Inc., et al.</i>	No. 09-C-5242-A (Parish of St. Landry, LA)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-325223D2 (Ontario, Superior Court of Justice)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Asia Pulp & Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Certainteed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>In Re: Google Referrer Header Privacy Litigation</i>	No. 10-04809 (N.D. Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>Joshua Wasser, et al. v. All Market, Inc.,</i>	Case No. 1:16-CV-21238 (S.D. Fla.)
	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 04-cv-235817 (Jackson County, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Pat Beesley, et al v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
	<i>Skold, et al. v Intel Corporation, et al.</i>	Case No. 1-05-cv-039231 (County of Santa Clara, CA)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>F.T.C. v. CHK Trading Corp.</i>	Case No. 04-cv-8686 (S.D.N.Y.)
	<i>F.T.C. v. Christopher Enterprises, Inc.</i>	Case No. 2:01-cv-0505 (D. Utah)
	<i>F.T.C. v. Conversion Marketing, Inc.</i>	Case No. 04-cv-1264 (C.D. Cal.)
	<i>F.T.C. v. Enforma Natural Products, Inc.</i>	Case No. 00-cv-04376 (C.D. Cal.)
	<i>F.T.C. v. Goen Technologies</i>	FTC File No. 042 3127
<i>F.T.C. v. Great American Products</i>	Case No. 05-cv-00170 (N.D. Fla.)	
<i>F.T.C. v. Kevin Trudeau, et al.</i>	Case No. 03-cv-3904 (N.D. Ill.)	
<i>F.T.C. v. Latin Hut, Inc.</i>	Case No. 04-cv-0830 (S.D. Cal.)	
<i>F.T.C. v. QT, Inc.</i>	Case No. 03-cv-3578 (N.D. Ill.)	
<i>F.T.C. v. Seasilver USA, Inc.</i>	Case No. 03-cv-0676 (D. Nev.)	



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Practice Area	Engagement	Citation
Privacy/FCRA Securities	<i>F.T.C. v. Smart Inventions, Inc.</i>	Case No. 04-cv-4431 (C.D. Cal.)
	<i>F.T.C. v. Sunny Health Nutrition Technology & Products, Inc.</i>	Case No. 06-cv-2193 (M.D. Fla.)
	<i>F.T.C. v. United Fitness of America, LLC</i>	Case No. 02-cv-0648 (D. Nev.)
	<i>In Re: Guidant Corp Implantable Defibrillators Products Liability Litigation</i>	Case No. 05-cv-1708 (D. Minn.)
	<i>In re: Nuvaring Products Liability Litigation</i>	08-MDL-1964
	<i>Karen Wright, et al. v. Milan Jeckle</i>	Case No. 98-2-07410-2 (Spokane County, Wash.)
	<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 04-cv-235817 (Jackson County, MO)
	<i>St. Clair, et al. v MRB, et al.</i>	Case No. 12-cv-1572 (D. Minn.)
	<i>Adam C. Kassab, et al. v. Francis D. John, et al.</i>	Case No. 2:16-cv-00613-AJS (W.D. Pa.)
	<i>Alan Freberg, et al. v. Merrill Corporation, et al.</i>	Case No. 99-cv-010063 (D. Minn.)
	<i>Anderson v. Investors Diversified Services</i>	Case No. 4:79-cv-266 (D. Minn.)
	<i>Arkansas Teacher Retirement System, et al. v. Insulet Corp., et al.</i>	Civil Action No. 15-12345-MLW (D. Mass)
	<i>Bottlebrush Investments, LP, et al. v. The Lambveth Company, et al.</i>	Case No BC 407967 (County of Los Angeles, CA)
	<i>Charter Township Of Clinton v. OSI Restaurants</i>	Case No. 06-CA-010348 (Hillsborough County, Fla.)
	<i>Christopher Carmona, et al. v. Henry I. Bryant, et al. (Albertson's Securities Litigation)</i>	Case No. 06-cv-01251 (Ada County, Idaho)
	<i>Daryl L. Cooper, et al. v. Miller Johnson Steichen Kinnard, Inc.</i>	Case No. 02-cv-1236 (D. Minn.)
	<i>Dutton v. Harris Stratex Networks, Inc. et al</i>	08-cv-00755-LPS (D. Del.)
	<i>Edith Gottlieb v. Xcel Energy, Inc., et al.</i>	Case No. 02-cv-2931 (D. Minn.)
	<i>Family Medicine Specialists, et al. v. Abatix Corp., et al.</i>	Case No. 3:04-cv-872B (N.D. Tex.)
	<i>Fisk, et al. v. H&R Block Inc., et al.</i>	1216-CV20418 (Jackson County, MO)
	<i>Friedman, et al. v. Penson Worldwide, Inc.</i>	11-cv-02098 (N.D. Tex.)
	<i>In Re Allergan PLC Securities Litigation</i>	Case No.: 18cv12089-CM-GWG (S.D. NY)
	<i>In re FX Energy Stockholders Litigation</i>	Case No. A-15-726409-B (Clark County, NV)
	<i>In Re Regulus Therapeutics Inc. Securities Litigation</i>	3:17-cv-00182 BTM-RBB (S.D. CA)
	<i>In Re Universal Health Services, Inc. Derivative Litigation</i>	Case No.: 2:17cv02187 (E.D. PA)
	<i>In Re: American Adjustable Rate Term Trust Securities Litigation</i>	Case No. 4:95-cv-666 and 4:95-cv-667 (D. Minn.)
	<i>In Re: Ancor Communications, Inc Securities Litigation</i>	Case No. 97-cv-1696 (D. Minn.)
	<i>In Re: Asia Pulp & Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Bayer AG Securirites</i>	Case No. 03-cv-1546 (S.D.N.Y.)
	<i>In Re: Bio-One Securities Litigation</i>	Case No. 05-cv-1859 (M.D. Fla.)
	<i>In Re: Bioplasty Securities Litigation</i>	Case No. 4:91-cv-689 (D. Minn.)
	<i>In Re: Citi-Equity Group, Inc. Securities Litigation</i>	Case No. 94-cv-012194 (D. Minn.)
<i>In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation</i>	MDL No. 1082 (C.D. Cal.)	
<i>In Re: Control Data Corporation Securities Litigation</i>	Case No. 3:85-cv-1341 (D. Minn.)	
<i>In Re: Cray Research Securities Litigation</i>	Case No. 3:89-cv-508 (D. Minn.)	
<i>In re: CV Sciences, Inc. Securities Litigation</i>	Case No.: 2:18cv01602-JAD-BNW (D. NV)	
<i>In Re: Cybex International Securities Litigation</i>	No. 653794/2012 (County of New York, NY)	
<i>In Re: E.W. Blanch Holdings, Inc. Securities Litigation</i>	Case No. 01-cv-258 (D. Minn.)	



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Practice Area	Engagement	Citation
	<i>In Re: Encore Computer Corporation Shareholder Litigation</i>	Case No. 16044 (New Castle County, Del.)
	<i>In Re: EVCI Career Colleges Holding Corp Securities Litigation</i>	Case No. 05-cv-10240 (S.D.N.Y.)
	<i>In Re: Flight Transportation</i>	MDL No. 517 (D. Minn.)
	<i>In Re: Frontier Oil Corporation</i>	Case No. 2011-11451 (Harris County, Tex.)
	<i>In Re: HeartWare International, Inc. Securities Litigation</i>	No. 1:16-cv-00520-RA (S.D.N.Y.)
	<i>In Re: Hennepin County 1986 Recycling Bond Litigation</i>	Case No. 92-cv-22272 (D. Minn.)
	<i>In Re: McCleodUSA Incorporated Securities Litigation</i>	Case No. 02-cv-0001 (N.D. Iowa)
	<i>In Re: McKesson HBOC, Inc. Securities Litigation</i>	Case No. 99-cv-20743 (N.D. Cal.)
	<i>In Re: Merrill Lynch & Co., Inc. Securities Derivative and ERISA Litigation</i>	07-cv-9633 (S.D.N.Y.)
	<i>In Re: Merrill Lynch Research Reports Securities Litigation</i>	Case No. 02-md-1484 (S.D.N.Y.)
	<i>In Re: Micro Component Technology, Inc. Securities Litigation</i>	Case No. 4:94-cv-346 (D. Minn.)
	<i>In Re: National City Corp. Securities, Derivative and Erisa Litig.</i>	MDL No. 2003 (N.D. Ohio)
	<i>In Re: New Century</i>	No. 07-CV-0931 (C.D. Cal.)
	<i>In Re: Novastar Financial, Inc. Securities Litigation</i>	Case No. 04-cv-0330 (W.D. Mo.)
	<i>In Re: OCA, Inc. Securities and Derivative Litigation</i>	Case No. 05-cv-2165 (E.D. La.)
	<i>In Re: Raytheon Company Securities Litigation</i>	Case No. 99-cv-12142 (D. Mass.)
	<i>In Re: Reliance Group Holdings, Inc. Securities Litigation</i>	Case No. 00-cv-4653 (S.D.N.Y.)
	<i>In Re: Retek Inc Securities Litigation</i>	Case No. 02-cv-4209 (D. Minn.)
	<i>In Re: Salomon Analyst Metromedia Litigation</i>	Case No. 02-cv-7966 (S.D.N.Y.)
	<i>In re: Sauer-Danfoss, Inc. Stockholder Litigation</i>	C.A. No. 8396-VCL (Court of Chancery of the State of Delaware)
	<i>In Re: Scimed Life Systems, Inc. Shareholders Litigation</i>	Case No. 94-mc-17640 (D. Minn.)
	<i>In Re: Sourcecorp Securities Litigation</i>	Case No. 04-cv-02351 (N.D. Tex.)
	<i>In re: Spectrum Pharmaceuticals Securities Litigation</i>	Case No. 2:13-cv-00433-LDG (D. Nev.)
	<i>In Re: SS&C Technologies, Inc. Shareholders Litigation</i>	Case No. 05-cv-1525 (D. Del.)
	<i>In re: SunEdison, Inc. Securities Litigation</i>	Case No. 1:16-md-2742-PKC (S.D.N.Y.)
	<i>In Re: Tellium Inc Securities Litigation</i>	Case No. 02-cv-5878 (D. N.J.)
	<i>In Re: The Sportsman's Guide, Inc. Litigation</i>	Case No. 06-cv-7903 (D. Minn.)
	<i>In Re: Tonka Corporation Securities Litigation</i>	Case No. 4:90-cv-002 (D. Minn.)
	<i>In Re: Tonka II Securities Litigation</i>	Case No. 3:90-cv-318 (D. Minn.)
	<i>In Re: Tricord Systems, Inc. Securities Litigation</i>	Case No. 3:94-cv-746 (D. Minn.)
	<i>In Re: VistaCare, Inc. Securities Litigation</i>	Case No. 04-cv-1661 (D. Ariz.)
	<i>In Re: Williams Securities Litigation</i>	Case No. 02-cv-72(N.D. Okla.)
	<i>In Re: Xcel Energy, Inc. Securities Litigation</i>	Case No. 02-cv-2677 (D. Minn.)
	<i>In Re: Xcelera.Com Securities Litigation</i>	Case No. 00-cv-11649 (D. Mass.)
	<i>In Re: Xybernaut Corp. Securities MDL Litigation</i>	Case No. 05-mdl-1705 (E.D. Va.)
	<i>In the Matter of BKS Advisors, LLC</i>	SEC Admin. Proc. File No. 3-18648
	<i>In the Matter of Covia Holdings Corp. and Fairmount Santrol Holdings Inc.</i>	SEC Admin. Proc. File No. 3-20163
	<i>In the Matter of David F. Bandimere</i>	SEC Admin. Proc. AP No. 3-15124



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	<i>In the Matter of deVere USA, Inc.</i>	SEC Admin. Proc. File No. 3-18527
	<i>In the Matter of Fiat Chrysler Automobiles N.V.</i>	SEC Admin. Proc. AP No. 3-200092
	<i>In the Matter of Focus Media Holding Limited, et al.</i>	SEC Admin. Proc. File No. 3-16852
	<i>In the Matter of Frontier Wealth Management, LLC, et al.</i>	SEC Admin. Proc. AP No. 3-20526
	<i>In the Matter of Howard Richards and In the Matter of James Goodland, et al.</i>	Admin. Proc. Files No. 3-16877 and 3-16878
	<i>In the Matter of James Goodland and Securus Wealth Management, LLC</i>	SEC Admin. Proc. File No. 3-16878
	<i>In the Matter of JL Capital Management</i>	SEC Admin. Proc. File No. 3-18171
	<i>In the Matter of Morgan Stanley Smith Barney LLC</i>	SEC Admin. Proc. AP No. 3-19793
	<i>In the Matter of Nikola Corporation</i>	SEC Admin. Proc. AP No. 3-20687
	<i>In the Matter of Ross, Sinclair & Associates, LLC, et al.</i>	SEC Admin. Proc. File No. 3-17315
	<i>In the Matter of Securities America Advisors, Inc.</i>	SEC File No.: 3-20381
	<i>In the Matter of ShipChain, Inc.</i>	SEC Admin. Proc. AP No. 3-20185
	<i>In the Matter of SICA Wealth Management, LLC and Jeffrey C. Sica</i>	SEC Administrative Proceeding File No. 3-19716
	<i>In the Matter of Signator Investors, Inc, et al.</i>	SEC Admin. Proc. AP No. 3-16753
	<i>In the Matter of William D. King, CPA</i>	SEC Administrative Proceeding File No. 3-19991
	<i>Inchen Huang v Assertio Therapeutics, Inc.</i>	Case No.: 4:17cv04830-JST (N.D. Cal.)
	<i>Ivy Shipp, et al. v. Nationsbank Corp.</i>	19,002 (TX 12th Jud Dist)
	<i>Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlad, et al.</i>	Case No. 3:93-cv-714 (D. Minn.)
	<i>Kevin D. Mayer et al. v United Microelectronics Corporation</i>	19-cv-02304 (S.D. N.Y.)
	<i>Lori Miller, et al. v. Titan Value Equities Group Inc., et al.</i>	Case No. 94-mc-106432 (D. Minn.)
	<i>Makor Issues & Rights, Ltd., et al. v. Tellabs, Inc., et al.</i>	02-C-4356 (N.D. Ill.)
	<i>Montoya, et al. v. Mamma.com, Inc., et al.</i>	Case No. 1:05-cv-02313 (S.D.N.Y.)
	<i>Norwood v Lee, et al.</i>	C.A. No.: 2018-0056-KSIM Court of Chancery of the State of Delaware
	<i>Partridge v GreenStar Agricultural Corporation, et al.</i>	Ontario Superior Court of Justice (Toronto Region)
	<i>Paskowitz v James J. Hill</i>	Case No. 715541/2018 (Queens County, NY)
	<i>Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp, et al.</i>	Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)
	<i>Richard Donal Rink, et al. v. College Retirement Equities Fund</i>	No. 07-CI-10761, (Jefferson County, KY)
	<i>Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.</i>	Case No. 01-2-00751-8 (Island County, Wash.)
	<i>Sandi Roper, et al. v. SITO Mobile, Ktd., et al.</i>	NO. 2:17-CV-01106-ES-MAH (D.N.J.)
	<i>Securities and Exchange Commission v. A Chicago Convention Center, LLC, et al.</i>	Civil No. 13-cv-00982 (N.D. Ill.)
	<i>Securities and Exchange Commission v. AIMSI Technologies, Inc., et al.</i>	05 CV 4724 (LLS) (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Alderson et al.</i>	No. 18-04930 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Al-Raya Investment Company, et al.</i>	No. 109-CV-6533
	<i>Securities and Exchange Commission v. Arista Power, Inc., et al.</i>	Case No. 17-cv-04598 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Bowser, et al.</i>	Case No. 2:20-cv-00918-TS (D. Utah)
	<i>Securities and Exchange Commission v. Broadwind Energy, Inc.</i>	Case No.: 1:15cv01142 (N.D. IL)
	<i>Securities and Exchange Commission v. Broadwind Energy, Inc. et al.</i>	Civ. Act. No. 1:15-cv-01142 (N.D. Ill.)
	<i>Securities and Exchange Commission v. CKB168 Holdings Ltd., et al.</i>	Civil Action No. 1:13-cv-5584 (E.D.N.Y.)



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Practice Area	Engagement	Citation
	<i>Securities and Exchange Commission v. Colonial Tidewater Realty Income Partners, LLC</i>	1:15-cv-2401 (D. MD)
	<i>Securities and Exchange Commission v. Harrison Katzen</i>	Case No. 16-cv-06606 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Intercontinental Regional Center Trust of Chicago, LLC</i>	Civil Action No. 13-cv-982 (N.D. Ill.)
	<i>Securities and Exchange Commission v. Jay Daniel Seinfeld, et al.</i>	Case Number: 1:19-cv-910 (W.D. Tex.)
	<i>Securities and Exchange Commission v. McDermott</i>	Civ. Act. No. 19-04229-JFL (E.D. Pa.)
	<i>Securities and Exchange Commission v. MMR Investment Bankers LLC dba MMR, Inc.</i>	SEC Admin. Proc. File No. 3-16753 and 3-16754
	<i>Securities and Exchange Commission v. Myron Weiner</i>	11-CV-05731 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Rockford Funding Group, LLC, et al.</i>	09-10047 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Seaforth Meridian, Ltd., et al.,</i>	CA No. 5:06-cv-04107 (D.Kan)
	<i>Securities and Exchange Commission v. Swapnil J. Rege, et al.</i>	3:21-CV-19313-ZNQ-TJB (DNJ)
	<i>Securities and Exchange Commission v. United American Ventures, LLC, et al.</i>	Case No. 10-cv-00568-JCH-LFG (D.N.M.)
	<i>Securities and Exchange Commission v. Westport Capital Markets</i>	Case No. 2:21-CV-19313-ZNQ-TJB (DNJ)
	<i>Superior Partners, et al. v. Rajesh K. Soin, et al.</i>	Case No. 08-cv-0872 (Montgomery County, Ohio)
	<i>Svenningsen, et al. v. Piper Jaffray & Hopwood, et al.</i>	Case No. 3:85-cv-921 (D. Minn.)
	<i>Three Bridges Investment Group, et al. v. Honeywell, et al.</i>	Case No. 88-cv-22302 (D. Minn.)
	<i>Tietz v Bridgemark Financial Corp.</i>	Action No.: S-197731 The Supreme Court of British Columbia
	<i>United States of America v. George David Gordon</i>	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	<i>United States of America v. Zev Saltsman</i>	Case No. 04-cv-641 (E.D.N.Y.)
	<i>William Steiner, et al. v. Honeywell, Inc. et al.</i>	Case No. 4:88-cv-1102 (D. Minn.)

Exhibit E1

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

In re Shields Health Care Group, Inc. Data
Breach Litigation

Case No.: 1:22-cv-10901-PBS

Hon. Patti B. Saris

[PROPOSED] ORDER OF PRELIMINARY APPROVAL

WHEREAS, a Settlement Agreement, dated as of May 15, 2025 (the “Settlement Agreement”), was made and entered into by and among the following Parties: Plaintiffs James Buechler, Julie Colby, John Kennedy, Sharon Pimental, and Cindy Tapper (the “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members, by and through George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman, LLC; Morgan & Morgan; Mazow McCullough, PC (collectively, “Settlement Class Counsel”); and (ii) Shields Health Care Group, Inc. (“Shields” or “Defendant”), by and through Shields’ counsel Mullen Coughlin, LLC (“Defendant’s Counsel”).

NOW THEREFORE, having reviewed and considered the submissions presented with respect to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and the arguments of counsel, having determined preliminarily that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Federal Action Settlement Class;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.
2. The Court finds it has personal and subject-matter jurisdiction over this matter, the Parties, and all Federal Action Settlement Class Members.

Preliminary Settlement Class Certification

3. The Court certifies, for settlement purposes only, the following Federal Action Settlement Class pursuant to Federal Rule of Civil Procedure 23:

All persons residing in the United States that Shields identified as potentially having their Personal Information impacted by the Data Incident that are residents of any U.S. State, U.S. territory, or the District of Columbia, other than Massachusetts.

4. Excluded from the Federal Action Settlement Class are (1) any Judge or Magistrate Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members, and shareholders of the Defendant; (3) persons who timely and validly request exclusion from and/or opt-out of the Federal Action Settlement Class and the successors and assigns of any such excluded persons; (4) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Parties' Counsel; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge.

5. The Court determines that, for settlement purposes, the proposed Federal Action Settlement Class likely meets all the requirements of Federal Rules of Civil Procedure ("Rules") 23(a) and (b)(3), namely that the Federal Action Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Federal Action Settlement Class Members; that the Settlement Class Representatives will fairly and adequately protect the interests of the Federal Action Settlement Class as they have no interests antagonistic to or in conflict with the Federal Action Settlement Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class

action is the superior means of adjudicating the controversy.

6. For purposes of settlement only, Settlement Class Representatives, James Buechler, Julie Colby, John Kennedy, Sharon Pimental, and Cindy Tapper, are preliminarily appointed as the Settlement Class Representatives.

7. For purposes of settlement only, the Court preliminarily appoints, pursuant to Rule 23(g), Settlement Class Counsel, George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman; Morgan & Morgan; Mazow McCullough, PC, as Class Counsel for the Settlement Class.

Reasonableness of the Proposed Settlement

8. The Court finds that: (i) the proposed Settlement resulted from extensive and good-faith negotiations at arm's length by experienced counsel; (ii) the proposed Settlement is in the best interests of the Federal Action Settlement Class Members; and (iii) the terms of the proposed Settlement as evidenced by the Settlement Agreement appear to be sufficiently fair, reasonable, and adequate in light of the risks, delays, and expenses of further litigation, warranting notice of the Settlement Agreement to Federal Action Settlement Class Members, and the scheduling of a final fairness hearing.

9. The Court finds that the proposed Settlement creates an equitable claims process that will allow Federal Action Settlement Class Members an opportunity to obtain reimbursement for certain types of harm they may have suffered as a result of events alleged in the Litigation. This consideration appears to be within the range of reasonableness and an adequate exchange for the Federal Action Settlement Class's release of claims as described in the Settlement Agreement.

10. Accordingly, the Court grants preliminary approval of the Settlement, subject to final approval, and directs the Parties to conduct their plan for Notice as described in the Settlement Agreement.

Notice to the Settlement Class

11. The Court finds that the Notice proposed in the Settlement Agreement, including in form, content, and method as set forth in the Settlement Administrator's declaration at Exhibit D to the Settlement: (a) constitutes the best practicable notice to the Federal Action Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise Federal Action Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) is reasonable and constitutes due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies the requirements of Rule 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Federal Action Settlement Class Members.

12. The Parties and Settlement Administrator are authorized to make non-material modifications to the Notices and Claim Form, such as proofing and formatting alterations, without further order from this Court.

13. The Court appoints Analytics Consulting, LLC as the Settlement Administrator and orders it to provide Notice to the Federal Action Settlement Class Members and perform services as set forth in the Settlement Agreement and its exhibits.

14. The Court orders Shields to preliminarily fund the Settlement Fund to pay for the Costs of Notice and Administration pursuant to the Settlement Agreement and further orders Defendant, through the Settlement Administrator, to provide the requisite CAFA Notice as set forth in the Settlement Agreement.

15. Within twenty (20) days after the entry of this Order, Shields will pay to the Settlement Administrator an amount indicated by the Settlement Administrator as the estimated cost for notice to be sent to all Federal Action Settlement Class Members, which amount will be

credited towards the total amount of the Settlement Fund.

16. Within two (2) days after the entry of this Order, Defendant shall provide the Settlement Administrator with all known and readily available mailing information for Federal Action Settlement Class Members, including their U.S. mail addresses and, where available, email addresses.

Claims Process and Distribution Plan

17. The Settlement establishes a process for assessing and determining the validity of claims for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, and Extraordinary Losses, Extraordinary Attested Time, or for an Alternative Cash Payment, and a methodology for paying Federal Action Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves this process and the proposed Settlement Benefits Plan.

18. Federal Action Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice, the Claim Form, and the Settlement Agreement.

Exclusions from the Class

19. Any Federal Action Settlement Class Member who wishes to be excluded from the Settlement must mail a written notification of the intent to exclude themselves to the Settlement Administrator, at the address provided in the Notice, postmarked no later than sixty (60) days after the Notice Deadline (the “Opt-Out Deadline”). The written request for exclusion must identify the case name and number of this Action (*In re Shields Health Care Group, Inc. Data Breach Litigation*, Case No. 1:22-cv-10901 (D. Mass.)), or a decipherable approximation thereof; identify the full name and address of the Federal Action Settlement Class Member seeking exclusion from the Settlement; be personally signed by the individual seeking exclusion; include a statement clearly indicating the Federal Action Settlement Class Member’s intent to be excluded from the

Settlement; and request exclusion for that one individual whose personal signature appears on the request.

20. All Federal Action Settlement Class Members who submit valid and timely notices of their intent to be excluded from the Settlement shall not receive any benefits of or be bound by the terms of the Settlement. Any Federal Action Settlement Class Member that does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any Federal Action Settlement Class Member that has not submitted a timely, valid written notice of exclusion from the Settlement (in accordance with the requirements of the Settlement) shall be bound by (a) all subsequent proceedings, orders, and judgments in this matter, (b) the Settlement, including, but not limited to, the releases and waivers set forth in the Settlement Agreement, and (c) the Final Approval Order and the Judgment.

21. Settlement Class Counsel shall advise the Federal Court of all Federal Action Settlement Class Members who submit a valid and timely Opt-Out request to the Settlement Administrator.

Objections to the Settlement

22. A Federal Action Settlement Class Member who complies with the requirements of this Order may object to the Settlement, the request of Settlement Class Counsel for an award of attorneys' fees and expenses, and/or the request for a Service Award.

23. Any Federal Action Settlement Class Member who wishes to object to the Settlement, the request of Settlement Class Counsel for an award of attorneys' fees and expenses, and/or the request for a Service Award, must submit a written objection electronically or by first-class postage prepaid mail to the Settlement Administrator on or before the Objection Deadline.

24. The written objection must include:

- a. the objector's full name, mailing address, telephone number, and email

- address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
 - d. a list of all expert witnesses who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - e. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
 - f. the objector's signature (or, if represented by counsel, an attorney's signature).

25. Any Federal Action Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights it may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the releases and waivers in the Settlement Agreement, if finally approved. Any Federal Action Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

26. Settlement Class Counsel shall file all objections received from Federal Action Settlement Class members with their Final Approval Motion.

Stay of Proceedings

27. Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and the Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

28. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Federal Action Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

Actions by Settlement Class Members

29. The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Federal Action Settlement Class Members against Shields related to the Data Incident.

Final Approval Hearing

30. The Final Approval Hearing shall take place before the Court on _____, **2025** at _____ **a.m./p.m.** in Courtroom _____, _____, to determine, among other things, whether: (a) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Litigation should be dismissed with prejudice as to the Defendant Released Parties; (b) Federal Action Settlement Class Members should be bound by the releases and waivers set forth in the Settlement Agreement; (c) the proposed Final Approval Order and the proposed Judgment should be entered; (d) the application of Settlement Class Counsel for an award of attorneys' fees and expenses should be approved; and (e) the application for a Service Award to the Settlement Class Representatives should be approved. Any other matters that the Court deems necessary and appropriate will also be addressed at the hearing.

31. Federal Action Settlement Class Counsel shall submit their application for fees, costs, and expenses and the application for Service Awards at least thirty (30) days before the Objection Deadline.

32. Any Federal Action Settlement Class Member that has not timely and properly excluded himself or herself from the Settlement may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Federal Action Settlement Class Member that has elected to exclude himself or herself from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Federal Action Settlement Class Member shall be heard in opposition to the Settlement unless the Federal Action Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described above and in the Notice.

33. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines under the Settlement and this Order include but are not limited to the following:

<u>Event</u>	<u>Deadline</u>
Shields Provides Class List to Settlement Administrator (2 business after Preliminary Approval)	_____, 2025
Notice Deadline (30 days after Preliminary Approval)	_____, 2025
Objection and Opt Out Deadlines (60 days after Notice Deadline; 90 days after Preliminary Approval)	_____, 2025
Claims Deadline (75 days after Notice Deadline; 105 Days after Preliminary Approval)	_____, 2025
Motion for Attorneys' Fees and Expenses and Service Award (30 days after Notice Deadline; 60 days after Preliminary Approval)	_____, 2025
Motion for Final Approval (10 days before Final Approval Hearing)	_____, 2025
Final Approval Hearing (at least 120 days after Preliminary Approval)	_____, 2025

ENTERED: _____, 2025

 Hon. Patti B. Saris
 UNITED STATES DISTRICT JUDGE

Exhibit E2

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

**SUPERIOR COURT
TRIAL COURT DEPARTMENT**

**CONSTANTINE KOSSIFOS, on behalf of
himself and all others similarly situated,**

CASE NO. 2282-cv-00561

Plaintiff,

v.

SHIELDS HEALTH CARE GROUP, INC.,

Defendant.

CONSOLIDATED WITH

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

**SUPERIOR COURT
TRIAL COURT DEPARTMENT**

**AMANDA JOHNSON, CHRISTINE
CAMBRIA, COURTNEY HORGAN, and
KENNETH VANDAM, on behalf of
themselves and all others similarly situated,**

CASE NO. 2277-cv-00839

Plaintiffs,

v.

SHIELDS HEALTH CARE GROUP, INC.,

Defendant.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

**SUPERIOR COURT
TRIAL COURT DEPARTMENT**

**WILLIAM BISCAN, TENNIE KOMAR, and
LISA SMITH, on behalf of themselves and all
others similarly situated,**

Plaintiffs,

v.

SHIELDS HEALTH CARE GROUP, INC.,

Defendant.

CASE NO. 2382-cv-0023

[PROPOSED] ORDER OF PRELIMINARY APPROVAL

WHEREAS, a Settlement Agreement, dated as of May 15, 2025 (the “Settlement Agreement”), was made and entered into by and among the following Parties: Plaintiffs Constantine Kossifos, William Biscan, Tennie Komar, Lisa Smith, Amanda Johnson, Christine Cambria, Courtney Horgan, Kenneth Vandam, Peter Shea, and Maria Melo (the “Settlement Class Representatives”), individually and on behalf of the State Action Settlement Class Members, by and through George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman, LLC; Morgan & Morgan; Mazow McCullough, PC (collectively, “Settlement Class Counsel”); and (ii) Shields Health Care Group, Inc. (“Shields” or “Defendant”), by and through Shields’ counsel Mullen Coughlin, LLC (“Defendant’s Counsel”).

NOW THEREFORE, having reviewed and considered the submissions presented with respect to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and the arguments of counsel,

having determined preliminarily that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.

Preliminary Settlement Class Certification

2. The Court certifies, for settlement purposes only, the following State Action Settlement Class pursuant to Massachusetts Rule of Civil Procedure 23:

All persons residing in Massachusetts that Shields identified as potentially having their Personal Information impacted by the Data Incident.

3. Excluded from the State Action Settlement Class are (1) any Judge or Magistrate Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members, and shareholders of the Defendant; (3) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (4) Parties' Counsel; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge.

4. The Court determines that, for settlement purposes, the proposed State Action Settlement Class likely meets all the requirements of Massachusetts Rules of Civil Procedure ("Rules") 23, namely that the State Action Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent State Action Settlement Class Members; that the Settlement Class Representatives will fairly and adequately protect the interests of the State Action Settlement Class as they have no interests antagonistic to or in conflict with the State Action

Settlement Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

5. For purposes of settlement only, Settlement Class Representatives, Constantine Kossifos, William Biscan, Tennie Komar, Lisa Smith, Amanda Johnson, Christine Cambria, Courtney Horgan, Kenneth Vandam, Peter Shea, and Maria Melo, are preliminarily appointed as the Settlement Class Representatives.

6. For purposes of settlement only, the Court preliminarily appoints Settlement Class Counsel, George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman; Morgan & Morgan; Mazow McCullough, PC, as Class Counsel for the Settlement Class.

Reasonableness of the Proposed Settlement

7. The Court finds that: (i) the proposed Settlement resulted from extensive and good-faith negotiations at arm's length by experienced counsel; (ii) the proposed Settlement is in the best interests of the State Action Settlement Class Members; and (iii) the terms of the proposed Settlement as evidenced by the Settlement Agreement appear to be sufficiently fair, reasonable, and adequate in light of the risks, delays, and expenses of further litigation, warranting notice of the Settlement Agreement to State Action Settlement Class Members, and the scheduling of a final fairness hearing.

8. The Court finds that the proposed Settlement creates an equitable claims process that will allow State Action Settlement Class Members an opportunity to obtain reimbursement for certain types of harm they may have suffered as a result of events alleged in the Litigation. This consideration appears to be within the range of reasonableness and an adequate exchange for the State Action Settlement Class's release of claims as described in the Settlement Agreement.

9. Accordingly, the Court grants preliminary approval of the Settlement, subject to final

approval, and directs the Parties to conduct their plan for Notice as described in the Settlement Agreement.

Notice to the Settlement Class

10. The Court approves the Notice proposed in the Settlement Agreement, including in form, content, and method as set forth in the Settlement Administrator's declaration at Exhibit D to the Settlement and finds that it is reasonably calculated, under the circumstances, to apprise State Action Settlement Class Members of the terms of the proposed Settlement, and their rights under the proposed Settlement. The Court further finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by State Action Settlement Class Members.

11. The Parties and Settlement Administrator are authorized to make non-material modifications to the Notices and Claim Form, such as proofing and formatting alterations, without further order from this Court.

12. The Court appoints Analytics Consulting, LLC as the Settlement Administrator and orders it to provide Notice to the State Action Settlement Class Members and perform services as set forth in the Settlement Agreement and its exhibits.

13. The Court orders Shields to preliminarily fund the Settlement Fund to pay for the Costs of Notice and Administration pursuant to the Settlement Agreement.

14. Within twenty (20) days after the entry of this Order, Shields will pay to the Settlement Administrator an amount indicated by the Settlement Administrator as the estimated cost for notice to be sent to all State Action Settlement Class Members, which amount will be credited towards the total amount of the Settlement Fund.

15. Within two (2) days after the entry of this Order, Defendant shall provide the Settlement Administrator with all known and readily available mailing information for State Action

Settlement Class Members, including their U.S. mail addresses and, where available, email addresses.

16. Settlement Class Counsel are directed to provide notice to the Massachusetts IOLTA Committee no later than thirty (30) days prior to the Final Approval Hearing, consistent with Rule 23(e).

Claims Process and Distribution Plan

17. The Settlement establishes a process for assessing and determining the validity of claims for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, and Extraordinary Losses, Extraordinary Attested Time, or for an Alternative Cash Payment, and a methodology for paying State Action Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves this process and the proposed Settlement Benefits.

18. State Action Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice, the Claim Form, and the Settlement Agreement.

Objections to the Settlement

19. A State Action Settlement Class Member who complies with the requirements of this Order may object to the Settlement, the request of Settlement Class Counsel for an award of attorneys' fees and expenses, and/or the request for a Service Award.

20. Any State Action Settlement Class Member who wishes to object to the Settlement, the request of Settlement Class Counsel for an award of attorneys' fees and expenses, and/or the request for a Service Award, must submit a written objection electronically or by first-class postage prepaid mail to the Settlement Administrator on or before the Objection Deadline.

21. The written objection must include:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- d. a list of all expert witnesses who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- e. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- f. the objector's signature (or, if represented by counsel, an attorney's signature).

22. Any State Action Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights it may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the releases and waivers in the Settlement Agreement, if finally approved. Any State Action Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

23. Settlement Class Counsel shall file all objections received from State Action Settlement Class members with their Final Approval Motion.

Stay of Proceedings

24. Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and the Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

25. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the State Action Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

Actions by Settlement Class Members

26. The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by State Action Settlement Class Members against Shields related to the Data Incident.

Final Approval Hearing

27. The Final Approval Hearing shall take place before the Court on _____, **2025** at _____ **a.m./p.m.** in Courtroom _____, _____, to determine, among other things, whether: (a) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Litigation should be dismissed with prejudice as to the Defendant Released Parties; (b) State Action Settlement Class Members should be bound by the releases and waivers set forth in the Settlement Agreement; (c) the proposed Final Approval Order and the proposed Judgment should be entered; (d) the application of Settlement Class Counsel for an award of attorneys' fees and expenses should be approved; and (e) the application for a Service Award to the Settlement Class Representatives should be approved. Any other matters that the Court deems necessary and appropriate will also be addressed at the hearing.

28. Settlement Class Counsel shall submit their application for fees, costs, and expenses and the application for Service Awards at least thirty (30) days before the Objection Deadline.

29. Any State Action Settlement Class Member may appear at the Final Approval

Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, that no State Action Settlement Class Member shall be heard in opposition to the Settlement unless the State Action Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described above and in the Notice.

30. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines under the Settlement and this Order include but are not limited to the following:

<u>Event</u>	<u>Deadline</u>
Shields Provides Class List to Settlement Administrator (2 business after Preliminary Approval)	_____, 2025
Notice Deadline (30 days after Preliminary Approval)	_____, 2025
Objection Deadlines (60 days after Notice Deadline; 90 days after Preliminary Approval)	_____, 2025
Claims Deadline (75 days after Notice Deadline; 105 Days after Preliminary Approval)	_____, 2025
Motion for Attorneys’ Fees and Expenses and Service Award (30 days after Notice Deadline; 60 days after Preliminary Approval)	_____, 2025
Motion for Final Approval (10 days before Final Approval Hearing)	_____, 2025
Final Approval Hearing (at least 120 days after Preliminary Approval)	_____, 2025

ENTERED: _____, 2025

BY THE COURT:

Exhibit F1

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

In re Shields Health Care Group, Inc. Data
Breach Litigation

Case No.: 1:22-cv-10901-PBS

Hon. Patti B. Saris

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (ECF ____) of the Settlement between the Plaintiffs, James Buechler, Julie Colby, John Kennedy, Sharon Pimental, and Cindy Tapper (the “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members, by and through George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman, LLC; Morgan & Morgan; Mazow McCullough, PC (collectively, “Settlement Class Counsel”); and (ii) Shields Health Care Group, Inc. (“Shields” or “Defendant”), by and through Shields’ counsel Mullen Coughlin, LLC (“Defendant’s Counsel”), as memorialized in Exhibit __ (ECF __) to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.¹

On _____, pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, Settlement Class Members were apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing.

On _____, the Court held a Final Approval Hearing to determine, *inter alia*: (a) the Settlement should be finally approved as fair, reasonable and adequate and, in

¹ The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning and/or definitions given to them in the Settlement Agreement, except as may otherwise be indicated.

accordance with the Settlement Agreement's terms, all claims in the Litigation should be dismissed with prejudice as to the Defendant Released Parties; (b) Federal Action Settlement Class Members should be bound by the releases and waivers set forth in the Settlement Agreement; (c) the application of Settlement Class Counsel for an award of attorneys' fees and expenses should be approved; and (d) the application for a Service Award to the Settlement Class Representatives should be approved. Prior to the Final Approval Hearing, Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice Plan was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Federal Action Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement and the award of attorney's fees, costs, and expenses.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and Defendant's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' Fees and expenses and Service Awards, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

The Court has subject matter jurisdiction. Specifically, the Court finds that the parties are minimally diverse, that there are more than 100 members of the Federal Action Settlement Class, and that the amount in controversy exceeds \$5,000,000, as required by 28 U.S.C. § 1332(d). The Court also has personal jurisdiction over the Parties and Settlement Class Members.

The Settlement was entered into in good faith following arm's-length negotiations and is non-collusive.

The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Federal Action Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

This Court grants final approval of the Settlement, including, but not limited to, the Releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, adequate, and in the best interest of the Federal Action Settlement Class. Therefore, all Federal Action Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

The Settlement and every term and provision thereof—including, without limitation, the Releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS AND OPT-OUTS

_____ objections were filed by Federal Action Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement approval, and the objections are hereby overruled in all respects.

All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

A list of those persons who have timely and validly elected to opt out of the Settlement in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of _____, filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to this Order. The persons listed in Exhibit A are not bound by the Settlement, or this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit A shall be deemed not to be Releasing Parties.

CLASS CERTIFICATION

For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Federal Action Settlement Class:

All persons residing in the United States that Shields identified as potentially having their Personal Information impacted by the Data Incident that are residents of any U.S. State, U.S. territory, or the District of Columbia, other than Massachusetts.

The Federal Action Settlement Class specifically excludes: (1) any Judge or Magistrate Judge presiding over the Litigation, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members, and shareholders of the Defendant; (3) persons who timely and validly request exclusion from and/or opt-out of the Federal Action Settlement Class and the successors and assigns of any such excluded persons; (4) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Parties’ Counsel; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge.

The Court determines that for settlement purposes the Federal Action Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that: the Federal Action Settlement Class is so numerous that joinder of all members is impractical; there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Federal Action Settlement Class Members; the Settlement Class Representatives will fairly and adequately protect the interests of the Federal Action Settlement Class as they have no interests antagonistic to or in conflict with the Federal Action Settlement Class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy.

The Court grants final approval to the appointment of James Buechler, Julie Colby, John Kennedy, Sharon Pimental, and Cindy Tapper as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

The Court grants final approval to the appointment of George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman; Morgan & Morgan; Mazow McCullough, PC as Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to Federal Action Settlement Class Members of the pendency of the Action, certification of the Federal Action Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right

to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

The Court finds that Defendants have fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

AWARD OF ATTORNEYS' FEES, COSTS AND SERVICE AWARDS

The Court has considered Class Counsel's Motion for attorneys' fees, expenses and Service Awards.

The Court awards Class Counsel ___% of the gross Settlement Fund as an award of attorneys' fees and \$_____ as an award of costs and expenses to be paid in accordance with the Settlement, to be paid to Class Counsel for the Federal Action and State Action. Additionally, Service Awards of \$_____ is approved for each Settlement Class Representative. The Court finds this amount of fees, costs, expenses and service awards to be fair and reasonable. This award of attorneys' fees, costs, expenses and service awards and any interest earned thereon, shall be paid from the Settlement Fund in accordance with the Settlement. This award of attorneys' fees, costs, expenses and service awards is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

OTHER PROVISIONS

The Parties to the Settlement shall carry out their respective obligations thereunder.

Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to Settlement Class Members who submitted valid Claim Forms, pursuant to the terms and conditions of the Settlement.

As of the Effective Date, each Settlement Class Member, including the Settlement Class Representative, shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Defendant, Defendant's Health Care Facility Partners, the Related Entities, and the Released Parties from all Released Claims.

Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the Settlement as provided herein) in which any Released Claim is asserted.

"Releasing Parties" or "Released Parties" means the Representative Plaintiffs and all Settlement Class Members who did not timely and validly opt out of the Settlement.

"Released Party" or "Released Parties" means Defendant, Defendant's Health Care Facility Partners, the Related Entities and each of their past or present parent companies, subsidiaries, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

“Released Claims” means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including but not limited to monetary sanctions or damages for contempt, injunctive or declaratory relief, mandamus, rescission, general, direct, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for double, treble, or multiple damages, statutory damages, penalties, interest, attorneys’ fees, costs, or expenses, whether known or unknown (including Unknown Claims), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Incident, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action, including but not limited to those in the Federal CAC, State CAC, and the pre-consolidation complaints filed in the Litigation.

For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A *et seq.*; Mass. Gen. Laws c. 214, § 1B; Mass. Gen. Laws c. 111, § 70E; the Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, *et seq.*; the Maine Unfair Trade Practices Act, Me. Rev. Stat. tit. 5 §§ 205, 213, *et seq.*; the Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. tit. 10 § 1212, *et seq.*; the Maine Confidentiality of Health Care Information Law, Me. Rev. Stat. tit. 22 § 1711-C, *et seq.*; the Maryland Consumer Protection Act, Md. Code Ann., Com. Law § 13-101, *et seq.*; the Maryland Personal Information Protection

Act; Md. Code Ann., Com. Law § 14-3501, *et seq.*; the Maryland Social Security Number Privacy Act, Md. Code Ann., Com. Law § 4-3401, *et seq.*; the New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. 358-A, *et seq.*; the New Hampshire Notice of Security Breach statute, N.H. Rev. Stat. Ann. § 359-C:20, *et seq.*; the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.*; and any similar statutes in effect in the United States or in any state in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitution of the United States or of any state in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, mandamus, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

“Unknown Claims” means any and all Released Claims that any Representative Plaintiff or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs and Settlement Class Members shall

have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Representative Plaintiffs acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims is a material element of the Settlement Agreement of which this release is a part.

This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall constitute a final and complete resolution of all disputes between the Parties with respect to the Action. The Settlement compromises claims that are contested and shall not be deemed an admission by the Parties as to the merits of any claim or defense *provided, however*, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

The Court hereby dismisses the Action and the Amended Consolidated Class Action Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

Consistent with Paragraph 13 of the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the

interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Approval Order and Judgment.

ENTERED: _____, 2025

Hon. Patti B. Saris
UNITED STATES DISTRICT JUDGE

Exhibit F2

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

**SUPERIOR COURT
TRIAL COURT DEPARTMENT**

**CONSTANTINE KOSSIFOS, on behalf of
himself and all others similarly situated,**

CASE NO. 2282-cv-00561

Plaintiff,

v.

SHIELDS HEALTH CARE GROUP, INC.,

Defendant.

CONSOLIDATED WITH

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

**SUPERIOR COURT
TRIAL COURT DEPARTMENT**

**AMANDA JOHNSON, CHRISTINE
CAMBRIA, COURTNEY HORGAN, and
KENNETH VANDAM, on behalf of
themselves and all others similarly situated,**

CASE NO. 2277-cv-00839

Plaintiffs,

v.

SHIELDS HEALTH CARE GROUP, INC.,

Defendant.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
TRIAL COURT DEPARTMENT

WILLIAM BISCAN, TENNIE KOMAR, and
LISA SMITH, on behalf of themselves and all
others similarly situated,

CASE NO. 2382-cv-0023

Plaintiffs,

v.

SHIELDS HEALTH CARE GROUP, INC.,

Defendant.

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (ECF ____) of the Settlement between the Plaintiffs, Constantine Kossifos, William Biscan, Tennie Komar, Lisa Smith, Amanda Johnson, Christine Cambria, Courtney Horgan, and Kenneth Vanda (the “Settlement Class Representatives”), individually and on behalf of the State Action Settlement Class Members, by and through George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman, LLC; Morgan & Morgan; Mazow McCullough, PC (collectively, “Settlement Class Counsel”); and (ii) Shields Health Care Group, Inc. (“Shields” or “Defendant”), by and through Shields’ counsel Mullen Coughlin, LLC (“Defendant’s Counsel”) as memorialized in Exhibit __ (ECF __) to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.¹

¹ The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning and/or definitions given to them in the Settlement Agreement, except as may otherwise be indicated.

On _____, pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, Settlement Class Members were apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, and/or appear at the Final Approval Hearing.

On _____, the Court held a Final Approval Hearing to determine, *inter alia*: (a) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Litigation should be dismissed with prejudice as to the Defendant Released Parties; (b) State Action Settlement Class Members should be bound by the releases and waivers set forth in the Settlement Agreement; (c) the application of Settlement Class Counsel for an award of attorneys' fees and expenses should be approved; and (d) the application for a Service Award to the Settlement Class Representatives should be approved. Prior to the Final Approval Hearing, Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice Plan was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that State Action Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement and the award of attorney's fees, costs, and expenses.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and Defendant's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' Fees and

expenses and Service Awards, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

The Court has subject matter jurisdiction pursuant to M.G..L. c. 212, § 4 and Mass. R. Civ. P. 23. Specifically, the Court finds that the Settlement satisfies the requirements of Mass. R. Civ. P. 23, and that the State Action Settlement Class is sufficiently numerous, presents common issues of law and fact and that the claims of the Settlement Class Members are typical and will be fairly and adequately protected. The Court also has personal jurisdiction over the Parties and Settlement Class Members pursuant to M.G..L. c. 223A, §3. The Settlement was entered into in good faith following arm's-length negotiations and is non-collusive.

The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the State Action Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

This Court grants final approval of the Settlement, including, but not limited to, the Releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, adequate, and in the best interest of the State Action Settlement Class. Therefore, all State Action Settlement Class Members are bound by the Settlement and this Final Approval Order and Judgment.

The Settlement and every term and provision thereof—including, without limitation, the Releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS

_____ objections were filed by State Action Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement approval, and the objections are hereby overruled in all respects.

All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

CLASS CERTIFICATION

For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following State Action Settlement Class:

All persons residing in Massachusetts that Shields identified as potentially having their Personal Information impacted by the Data Incident.

The State Action Settlement Class specifically excludes: (1) any Judge or Magistrate Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members, and shareholders of the Defendant; (3) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (4) Parties' Counsel; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge.

The Court determines that for settlement purposes the State Action Settlement Class meets all the requirements of Massachusetts Rules of Civil Procedure ("Rules") 23, namely that the State Action Settlement Class is so numerous that joinder of all members is impractical; there are

common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent State Action Settlement Class Members; the Settlement Class Representatives will fairly and adequately protect the interests of the State Action Settlement Class as they have no interests antagonistic to or in conflict with the State Action Settlement Class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy.

The Court grants final approval to the appointment of Constantine Kossifos, William Biscan, Tennie Komar, Lisa Smith, Amanda Johnson, Christine Cambria, Courtney Horgan, Kenneth Vandam, Peter Shea, and Maria Melo as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the State Action Settlement Class and will continue to do so.

The Court grants final approval to the appointment of George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman; Morgan & Morgan; Mazow McCullough, PC as Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was reasonably calculated to provide and did provide due and sufficient notice to State Action Settlement Class Members of the pendency of the Action, certification of the State Action Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of Massachusetts Rules

of Civil Procedure 23, and all other applicable laws, including that of providing timely notice to the Massachusetts IOLTA.

The Court finds that Defendants have fully complied with the notice requirements of the Massachusetts Rules of Civil Procedure 23.

AWARD OF ATTORNEYS' FEES, COSTS AND SERVICE AWARDS

The Court has considered Class Counsel's Motion for attorneys' fees, expenses and Service Awards.

The Court awards Class Counsel ___% of the gross Settlement Fund as an award of attorneys' fees and \$ _____ as an award of costs and expenses to be paid in accordance with the Settlement, to be paid to Class Counsel for the Federal Action and State Action. Additionally, Service Awards of \$ _____ is approved for each Settlement Class Representative. The Court finds this amount of fees, costs, expenses and service awards to be fair and reasonable. This award of attorneys' fees, costs, expenses and service awards and any interest earned thereon, shall be paid from the Settlement Fund in accordance with the Settlement. This award of attorneys' fees, costs, expenses and service awards is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

OTHER PROVISIONS

The Parties to the Settlement shall carry out their respective obligations thereunder.

Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to Settlement Class Members who submitted valid Claim Forms, pursuant to the terms and conditions of the Settlement.

As of the Effective Date, each Settlement Class Member, including the Settlement Class Representative, shall have, completely, fully, finally, irrevocably, and forever released,

relinquished, and discharged Defendant, Defendant's Health Care Facility Partners, the Related Entities, and the Released Parties from all Released Claims.

Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the Settlement as provided herein) in which any Released Claim is asserted.

"Releasing Parties" or "Released Parties" means the Representative Plaintiffs and all Settlement Class Members.

"Released Party" or "Released Parties" means Defendant, Defendant's Health Care Facility Partners, the Related Entities and each of their past or present parent companies, subsidiaries, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

"Released Claims" means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys' fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief

whatsoever, including but not limited to monetary sanctions or damages for contempt, injunctive or declaratory relief, mandamus, rescission, general, direct, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for double, treble, or multiple damages, statutory damages, penalties, interest, attorneys' fees, costs, or expenses, whether known or unknown (including Unknown Claims), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Incident, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action, including but not limited to those in the Federal CAC, State CAC, and the pre-consolidation complaints filed in the Litigation.

For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A *et seq.*; Mass. Gen. Laws c. 214, § 1B; Mass. Gen. Laws c. 111, § 70E; the Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, *et seq.*; the Maine Unfair Trade Practices Act, Me. Rev. Stat. tit. 5 §§ 205, 213, *et seq.*; the Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. tit. 10 § 1212, *et seq.*; the Maine Confidentiality of Health Care Information Law, Me. Rev. Stat. tit. 22 § 1711-C, *et seq.*; the Maryland Consumer Protection Act, Md. Code Ann., Com. Law § 13-101, *et seq.*; the Maryland Personal Information Protection Act; Md. Code Ann., Com. Law § 14-3501, *et seq.*; the Maryland Social Security Number Privacy Act, Md. Code Ann., Com. Law § 4-3401, *et seq.*; the New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. 358-A, *et seq.*; the New Hampshire Notice of Security Breach statute, N.H.

Rev. Stat. Ann. § 359-C:20, *et seq.*; the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.*; and any similar statutes in effect in the United States or in any state in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitution of the United States or of any state in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, mandamus, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

“Unknown Claims” means any and all Released Claims that any Representative Plaintiff or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Representative Plaintiffs acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims is a material element of the Settlement Agreement of which this release is a part.

This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall constitute a final and complete resolution of all disputes between the Parties with respect to the Action. The Settlement compromises claims that are contested and shall not be deemed an admission by the Parties as to the merits of any claim or defense *provided, however*, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of,

any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

The Court hereby dismisses the Action and the Amended Consolidated Class Action Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

Consistent with Paragraph 13 of the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Approval Order and Judgment.

ENTERED: _____, 2025

Justice Joseph F. Leighton