

**COURT OF COMMON PLEAS
LICKING COUNTY, OHIO
GENERAL DIVISION**

GEORGIA CAROL WORKMAN,
individually and on behalf of all others
similarly situated,

Plaintiff,

Case No. 22-CV-01217

v.

Judge W. David Branstool

PARK NATIONAL BANK,

Defendant.

**PLAINTIFF’S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Georgia Carol Workman (“Named Plaintiff”) moves this Court for an Order preliminarily approving the proposed class action settlement as described herein. While maintaining its defenses, Defendant Park National Bank (“Defendant,” “Park National,” or “the bank”) does not oppose the motion for purposes of effectuating the parties’ settlement. In support of the motion, Named Plaintiff states as follows:

INTRODUCTION

After over two years of litigation, including partially prevailing on a motion to dismiss, conducting discovery, and engaging in an arm’s length mediation, Named Plaintiff and her Counsel achieved an equitable result for Class Members: The Value of the Settlement is \$585,000, which is comprised of the \$510,000 Settlement Amount and the total amount of Charge-Offs, which are estimated to be \$75,000. Defendant has agreed to provide **\$510,000.00** in cash to the proposed Class comprised of all Account holders who were charged one or more APPSN Fees during the Settlement Class Period. “Settlement Class Period” means November 1, 2016, through

the Preliminary Approval Date. Excluded from the Settlement Class is Defendant, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class Members who make a timely election to be excluded, and all judges and judicial staff assigned to this litigation and their immediate family members.

Named Plaintiff now respectfully requests that the Court grant Preliminary Approval of the Settlement Agreement and Release,¹ attached hereto as *Exhibit A*, which will resolve all claims against Defendant in the above-titled action.

This Court should grant Preliminary Approval because the terms of the proposed Settlement are fair, adequate, and reasonable under the law and provide substantial relief for the Class. Given the significant risks inherent in this action, the Settlement Fund constitutes an excellent result for Class Members. Moreover, where the Settlement provides for a guaranteed, direct, and immediate award for Class Members, this benefit far outweighs the substantial risks and uncertainties of continued litigation and expense. Indeed, the Settlement Administrator will automatically distribute to Class Members their share of the Settlement Fund—there are no claim forms and Class Members will not be required to submit proof that they were harmed by Park national’s APPSN Fee practices. Instead, Class Counsel and its expert will use Defendant’s available data to determine which Class Members claim harm by the assessment of the relevant Fees and will apply an appropriate formula to calculate each Class Member’s appropriate distribution. Thus, the plan of allocation fairly and adequately accounts for the value of each Class Member’s individual claim.

¹ All capitalized terms used throughout this unopposed motion have the same meanings as those found in the Settlement Agreement and Release (the “Agreement”).

For the reasons set forth below, Named Plaintiff respectfully requests that this Court: (1) approve the terms of the Settlement as within the range of being fair, adequate, and reasonable; (2) provisionally certify the settlement Class pursuant to Civ.R. 23 for settlement purposes only; (3) appoint Named Plaintiff as the class representative for the provisionally certified Class; (4) appoint Shawn Judge, Mark Troutman, and David Berger of Gibbs Law Group LLP and Amanda J. Rosenberg, Jeffrey D. Kaliel, and Sophia G. Gold of Kaliel Gold PLLC as Class Counsel for the provisionally certified settlement Class; (5) approve the form and content of the Notices and direct the Settlement Administrator to disseminate Notice to the settlement Class; (6) establish the Bar Date to Opt Out of/Bar Date to Object to the Settlement; and (7) schedule the Final Approval Hearing Date.

BACKGROUND

A. Class Counsel's Investigation

Class Counsel investigated the claims of potential plaintiffs against Defendant, including interviewing Named Plaintiff to gather information about Defendant's conduct and its impact on consumers, which was essential to Class Counsel's ability to understand the nature of Defendant's conduct, the language of the relevant account agreements and other documents at issue, and potential remedies.

Through its independent investigation, Class Counsel expended significant resources researching and developing the legal claims at issue. Indeed, Class Counsel is particularly familiar with the instant claims through their extensive history of litigating and resolving other banking fee claims with similar factual and legal issues to the case at bar. Class Counsel has experience in understanding the damages at issue, what information is critical in determining class membership, and what data is necessary to calculate each Class Member's respective damages. Class Counsel,

along with its expert, spent a significant amount of time analyzing preliminary data regarding Park National's fee revenue related to the assessment of APPSN Fees at issue. Defendant similarly conducted a review and analyzed its data accordingly. This data and analysis evaluating potential damages at issue was used in preparation for the Parties' mediation and to further drive the viability of resolution.

B. Procedural History

On November 2, 2022, Plaintiff filed a class action complaint in this Court, Licking County Common Pleas Court, Case No. 2022 CV 01217, asserting claims against Defendant for breach of contract, including breach of the covenant of good faith and fair dealing, and unjust enrichment based on Defendant's alleged practices of assessing overdraft fees ("OD Fees") in connection with debit card transactions that were authorized with a positive account balance, but purportedly settled with a negative account balance (the "APPSN Claims" or "the claims").

The Parties proceeded to litigate the claims, including Defendant's filing a motion to dismiss that the Court denied on March 7, 2023. A period of discovery followed, including preliminary settlement talks.

On July 2, 2024, the Parties participated in an arms-length mediation with the assistance of mediator Craig Woods of Woods Law & Dispute Resolution, LLC. After a day-long mediation, the Parties reached an impasse and requested that the mediator make a mediator's proposal. On July 3, 2024, the mediator proposed settlement terms that the Parties accepted, resulting in the Agreement.

In sum, the procedural history of the litigation illustrates that Class Counsel spent significant time conferring with Named Plaintiff, investigating facts, researching the law, preparing a well-pleaded complaint, engaging in discovery and ongoing meet and confer efforts, working

with an expert witness, and reviewing important documents and data. Class Counsel's extensive efforts resulted in the proposed Settlement for which preliminary approval is respectfully requested herein.

C. Summary of the Settlement Terms

The Parties have entered into the Agreement, which completely resolves all claims in the action. The Agreement includes the following pertinent terms:

1. The Class

Plaintiffs propose, for settlement purposes only, that this Court certify the settlement Class, defined as:

All Account holders who were charged one or more APPSN Fees during the Settlement Class Period.

Agreement ¶ 65. "APPSN Fee" means any overdraft fee assessed to an Account for a debit card transaction that was authorized with a positive account balance and settled with a negative account balance. *Id.* ¶ 13. "Settlement Class Period" means November 1, 2016, through the Preliminary Approval Date. *Id.* ¶ 12. Excluded from the Settlement Class are Defendant, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class Members who make a timely election to be excluded, and all judges and judicial staff assigned to this litigation and their immediate family members. *Id.* ¶ 54.

2. Relief for The Benefit of The Class

a. Settlement Fund

Defendant has agreed to pay \$510,000.00 cash for the benefit of Class Members. Agreement ¶¶ 53, 68, 78. This cash amount will be used to pay: (a) Class Members their respective Individual Payments; (b) any Court-awarded reasonable attorneys' fees and costs for Class Counsel; (c) any Court-awarded Service Awards for Named Plaintiff for her role as class

representative; (d) settlement administration costs, including any fees paid to the Settlement Administrator; and (e) if any residual funds remain after the distribution of Class Members' Individual Payments, then to be distributed to the *cy pres* recipient. *Id.* ¶¶ 69, 78.

Importantly, Class Members need not affirmatively do anything to receive relief under the Settlement. Rather, Individual Payments shall automatically issue to Class Members 60 days after the Effective Date. *Id.* ¶ 85.

b. Distribution of Class Members' Individual Payments

No later than 60 days after the Effective Date, Class Members who are current accountholders at the time of distribution of the Net Settlement Fund, and who then own the checking account maintained at Park National that was assessed an APPSN Fee, will receive a credit to their account in the amount of the Individual Payment. *Id.* ¶ 85(i).

For those Class Members who are not able to receive an account credit in the manner described above, the Settlement Administrator will send a check in the amount of the Individual Payment to the address used to provide the Notice, or at such other address as designated by the Class Member. *Id.* ¶ 85(j)-(k). Class Members will have one-hundred eighty (180) days to negotiate the checks. *Id.* ¶ 85(k). After this time, the total value of uncashed checks, if any, will be redistributed to Class Members who cashed their checks if feasible, or, alternatively, to a *cy pres* recipient agreed upon by the Parties. *Id.* ¶ 85(n).

c. Disposition of Residual Funds

Funds resulting from uncashed checks and any other residual funds shall be distributed to an appropriate *cy pres* recipient agreed to by the Parties and approved by the Court. *Id.* ¶¶ 85(n), (o).

3. Releases

In exchange for the benefits conferred by the Settlement, all Class Members will be deemed to have released Park National from claims arising out of or relating to the facts and claims alleged in the Complaint and any other claims relating to APPSN Fees. The full terms of the Releases are set forth in Paragraph 89 of the Agreement.

4. The Notice Program

The Settlement Administrator will oversee the dissemination of the Notice, which is designed to provide the best notice practicable and is tailored to take advantage of the information Park National has available about the Class. The Notice program consists of three forms of notice: Postcard Notice, Email Notice, and Long Form Notice. Agreement ¶ 74(d); *see also* Agreement Exhibits A and B. Overall, each form of Notice will clearly and accurately set forth: (a) a description of the material terms of the Settlement; (b) a date by which Class Members may exclude themselves or “opt-out” of the Class; (c) a date by which Class Members may object to the Settlement; (d) the date upon which the Final Approval Hearing is scheduled to occur; (e) and the Settlement website address at which Class Members may access the Settlement Agreement and other related documents and information. *Id.* ¶ 74(c). The Notice and Notice program constitute sufficient notice to all persons entitled to such notice and satisfies all applicable requirements under the law.

For Class Members who are current accountholders of Park National and have agreed to receive account notices from Defendant electronically, those Class Members will receive Email Notice. *Id.* ¶ 74(b). For emails that are returned undeliverable, the Settlement Administrator will send those Class Members a Postcard Notice. *Id.* ¶ 74(d). Class Members who are not current accountholders of Park National or who have not agreed to receive electronic notices from

Defendant will receive a Postcard Notice via mail. *Id.* If a mailed Postcard Notice is returned with forwarding address information, the Settlement Administrator will re-mail the Postcard Notice to the forwarding address. *Id.* Any Postcard Notices that are returned as undeliverable shall be re-mailed by the Settlement Administrator after using standard skip tracing devices to obtain forwarding address information. *Id.* ¶ 74(f). Both the Email Notice and Postcard Notice will state how a Class Member may obtain a copy of the Long Form Notice, which the Settlement Administrator will make available on the Settlement website.

The Long Form Notice will set forth detailed information regarding the procedures for Class Members to (a) opt-out of the Settlement and (b) object to the Settlement and/or to Class Counsel's application for attorneys' fees and costs and/or the Named Plaintiffs' Service Awards. For a Class Member to validly exclude himself or herself from the Settlement, he or she must, postmarked on or before the Bar Date to Opt Out, provide notice by letter or via the website to the Settlement Administrator. *Id.* ¶ 76(a), (b). For a Class Member to validly object to any term of the Settlement, he or she must mail a written objection to the Settlement Administrator, Class Counsel, and Defendant's counsel (postmarked on or before the Bar Date to Object), in addition to filing the objection with the Court by that same date. *Id.* ¶ 76. The substance of the objection must set forth the name of the cases; the objector's name, address, telephone number, the last four digits of the objector's account number or former account number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case; a statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; a statement indicating whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number; a list of all

persons who will be called to testify at the Final Approval Hearing in support of the objection; and the objector's signature or the signature of the objector's legally authorized representative. *Id.* ¶ 76(a), (b); *see also* Agreement Exhibit B.

All dissemination of Notice under the Notice program is to be completed in advance of the Final Approval Hearing and in other parts of the Agreement.

5. Settlement Administration

The proposed Settlement Administrator's responsibilities are delineated in detail in Section VI of the Agreement and in other parts of the Agreement, and these responsibilities are standard for these types of settlements.

6. Named Plaintiff's Service Awards

In conjunction with moving for Final Approval of the Class Action Settlement, Class Counsel will seek a Service Award of up to \$5,000.00 for the Named Plaintiff for her role in the case as serving as class representative. Agreement ¶ 86(b). The Service Award will be paid from the Settlement Fund and will be in addition to the Individual Payment that Named Plaintiff will be entitled to receive under the Settlement. This award will compensate Named Plaintiff for her time and effort and for the risks she assumed in prosecuting the action and serving as class representative. Specifically, Named Plaintiff provided assistance that enabled Class Counsel to successfully prosecute the action and reach the Settlement, including: (1) submitting to interviews with Class Counsel; (2) locating and forwarding documents and information to Class Counsel; (3) participating in conferences with Class Counsel; (4) being deposed by Defendant; and (5) reviewing settlement information. In doing so, Named Plaintiff was integral to the case. Defendant does not object to Class Counsel's request for the Service Awards.

7. Attorneys' Fees and Costs

Class Counsel will also request reasonable attorneys' fees and costs at Final Approval in order to be fairly compensated for their extensive efforts made in the litigation. Pursuant to the Agreement, Class Counsel is entitled to request, and Defendant will not oppose, attorneys' fees of up to one-third (33 1/3%) of the value of the Settlement, plus reimbursement of reasonable litigation costs incurred in connection with the action. Agreement ¶ 86(b). Attorneys' fees and costs will be paid out of the Settlement Fund. The Parties reached an agreement regarding Defendant's non-opposition to Class Counsel's request for attorneys' fees and costs only after the Parties agreed to the material terms of the Settlement. Such an award is subject to the Court's final approval and will serve to compensate the time, risk, and expense Class Counsel incurred in pursuing claims for the benefit of the Class.

THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL

The procedure for review of a proposed class action settlement is a well-established three-stage process. William B. Rubenstein, *Newberg and Rubenstein on Class Actions*, § 13:10 (6th ed. 2022). During the first step – a preliminary, pre-notification hearing – a court assesses whether the proposed settlement falls “within the range of possible [judicial] approval.” *Id.* (quoting *Manual for Complex Litig.* (Third) § 30.41). The court determines whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing. *Id.*

The preliminary approval process is an initial evaluation of the fairness of the proposed settlement and relies on written submissions and informal presentations from the settling parties, withholding stricter review until the final fairness hearing. *Manual For Complex Litig.* (Fourth) § 21.632 (2023). Once the court finds that a settlement proposal falls within the range of possible approval, then the case proceeds to the second step in the process, wherein notice is sent to the

class members, giving them an opportunity to opt out or object to the settlement. *Newberg and Rubenstein on Class Actions*, § 13:10; *see also id.* §§ 13:20-13:38. Lastly, the final step in the review process is the final fairness hearing, where the court decides whether to give the settlement “final approval.” *Id.* § 13:10; *see also id.* §§ 13:39-13:61.

Ohio law tracks this process for preliminary approval of a proposed class-action settlement. It is well settled that “[c]lass actions are governed by Ohio Civ.R. 23. Given the similarity between the rules, federal case law interpreting F.R.C.P. 23 is persuasive when interpreting the Ohio rule.” *West v. Carfax, Inc.*, 2009-Ohio-6857, ¶10 (11th Dist.) (Plurality), citing *Sutherland v. ITT Residential Capital Corp.*, 122 Ohio App.3d 526, 536 fn.1 (6th Dist. 1997). Under both federal and state law, “[a] class action cannot be settled unless class members have been afforded notice of the proposed settlement and the trial court has determined, after a hearing on the matter, that the settlement is fair, adequate and reasonable.” *Id.* at ¶ 11. *See* Civ.R. 23(E).

Some Ohio courts have held that, in determining whether a proposed class action settlement is fair, adequate, and reasonable,

the trial court should consider the following eight factors: (1) the action’s likelihood of success; (2) the amount and nature of discovery; (3) the settlement terms; (4) the recommendations and experience of counsel; (5) the future expense and duration of litigation; (6) the recommendation of neutral parties, if any; (7) the number of objectors and the nature of their objections; and (8) the presence of good faith and absence of collusion.

West, 2009-Ohio-6857, ¶25, citing *Beder v. Cleveland Browns, Inc.*, 114 Ohio Misc.2d 26, 28 (2001).

A. Likelihood of Success and Settlement Terms: The Strength of Named Plaintiff's Case, Compared to the Relief Afforded Under the Settlement, Supports Granting Preliminary Approval.

Decisions throughout the country involving claims challenging identical bank fee practices such as Defendant's alleged in this case demonstrate the strength of Named Plaintiff's claims. Multiple courts have found financial institutions that assess overdraft fees on APPSN transactions in the manner that Park National did here might defy consumers' reasonable understandings of how overdraft fee determinations are made on debit card transactions according to institutions' selected contract language. *See e.g., Varga v. American Airlines Federal Credit Union*, 2020 WL 8881747, at *4 (C.D. Cal. Dec. 1, 2020) (denying credit union's motion to dismiss breach of contract claim as to APPSN Fee claim on the basis that defendant's contract language was ambiguous because a "consumer could reasonably construe [the relevant] provision as requiring overdraft fees be assessed at the time of the transaction, meaning at the time of the preauthorization hold, as opposed to when the transaction posts"); *see also Burns v. TD Bank, N.A.*, 2022 WL 17547258, at *5-8 (D.N.J. Dec. 8, 2022) (same); *Lussoro v. Ocean Fin. Fed. Credit Union*, 456 F.Supp.3d 474, 482-86 (E.D.N.Y. 2020) (same); *Gardner v. Flagstar Bank, FSB*, 2021 WL 3772866, at *2-6 (E.D. Mich. Aug. 23, 2021) (same).

Despite the strength of Named Plaintiff's claims, however, this case faced potential obstacles at all levels that could have resulted in no recovery at all for the Class, including losing a potential motion for summary judgment; losing class certification; losing at trial; and losing on appeal at either class certification or after a successful trial. Each and any one of these risks would have been devastating to the potential recovery, and even if the case had survived to a final collected judgment, that would only be obtained after years of delay and increased costs of

litigation would reduce the benefit obtained. Plainly, there was no guarantee at any juncture that Named Plaintiff would ultimately prevail in the cases.

After considering the strengths and risks inherent in this litigation, it is apparent that the Settlement constitutes an exceptional recovery for the settlement Class. The guaranteed payments constitute an exceptional recovery and the amount to be paid by Park National is within the accepted range of other approved settlements in similar bank fee cases. *See e.g., Thompson v. Community Bank, N.A.*, 2021 WL 4084148, at *8 (N.D.N.Y. Sept. 8, 2021) (finding settlement that represented 39% of defendant’s potential damages exposure based on the value of the settlement “represents a substantial recovery for Settlement Class Members, particularly in light of the risks of litigation”); *In re Checking Account Overdraft Litig.*, 2015 WL 12541970, at *7 (S.D. Fla. May 22, 2015) (approving \$31,767,200 settlement representing approximately 35% of the most probable aggregate damages); *Hawthorne v. Umpqua Bank*, 2015 WL 1927342, at *3 (N.D. Cal. Apr. 28, 2015) (approving \$2,900,000 settlement for approximately 38% of what could have been obtained at trial); *In re Checking Account Overdraft Litig.*, 2013 WL 11319242, at *1 (S.D. Fla. Aug. 2, 2013) (approving \$4,000,000 settlement for 25% of the most probable recoverable damages); *Mosser v. TD Bank, N.A.*, 2013 U.S. Dist. LEXIS 187627, at *83-84 (S.D. Fla. Mar. 18, 2013) (approving \$62,000,000 settlement for 42% of the most probable damages and praising it as an “outstanding result”); *Schulte v. Fifth Third Bank*, 805 F.Supp.2d 560, 583 (N.D. Ill. 2011) (approving \$9.5 million settlement fund which represented 10% of the “class’s maximum potential recovery” in overdraft fee class action); *Torres v. Bank of Am.*, 830 F.Supp.2d 1330, 1346 (S.D. Fla. 2011) (approving \$410 million settlement for between 9%-45% of the total potential damages); *Trombley v. Nat’l City Bank*, 826 F.Supp.2d 179, 198 (D.D.C. 2011) (approving settlement with recovery range of 12%-30% as “within the realm of reasonableness”).

Thus, the strength of Named Plaintiff's case when weighed against the guaranteed and immediate monetary benefit of \$510,000.00 lends to a finding that the Settlement is fair, reasonable, and adequate to support granting preliminary approval.

B. Amount and Nature of Discovery: The Amount of Discovery Completed has Ensured That the Settlement is Fair, Reasonable, and Adequate.

The fact that the Parties reached a proposed settlement before the putative class was certified does not negatively impact this factor because the Parties had sufficient information to adequately evaluate the merits of the case. Further, the fact that formal discovery had commenced but had not been fully completed does not weigh against approval, either. *See Schulte*, 805 F.Supp.2d at 587-88 (noting “that counsel conducted no formal discovery prior to settlement does not necessarily preclude [] approval” where the parties engaged in “month of arms-length negotiations” prior to settlement and “engaged in substantial informal discovery,” which “confirmed the fairness of the settlement”). Here, the Parties exchanged significant information in conjunction with informal settlement negotiations and the mediation that included the class size and demographics, information regarding Park National's relevant fee practices, and Class Members' transactional data. Based on this information, Class Counsel retained an expert to formulate damages methodologies consistent with Named Plaintiff's liability theories and to calculate Park National's damages exposure.

Additionally, as discussed above, Class Counsel relied on their experience presenting expert evidence and litigating the key legal issues in other major bank fee cases to assist in evaluating the merits of this case. *Troutman Aff.*, ¶ 11 (attached as Exhibit B); *see also* Ex. A & B (firm resumes). Accordingly, Named Plaintiff had more than sufficient information available to weigh the benefits of settlement against further litigation.

C. Recommendations and Experience of Counsel: Class Counsel Believes That This Settlement is in the Best Interests of the Class.

The opinions of Class Counsel also favor preliminary approval of the Settlement. Class Counsel, who are well versed in the facts of litigation and have significant experience in litigating consumer protection class actions, strongly believe that the Settlement is in the best interests of the Class. Troutman Aff. ¶ 13.

The Settlement benefit for the Class is \$585,000, which is \$510,000 paid by Park National and approximately \$75,000 in Charge-Offs, and which amounts to 50% of the best-case damages, which is strong in light of the complexities of this litigation and the defenses. Furthermore, the relief here compares favorably to similar approved class action settlements against financial institutions for the allegedly improper assessment of bank fees, as discussed above. The recovery for the Class now is preferable to years of litigation and inevitable appeals with no guarantee of recovery. Class Counsel's review of Park National's transactional data has convinced them that this Settlement provides the Class with the best opportunity to obtain a meaningful recovery. Thus, Class Counsel's experience in this particular niche of class action litigation and settlement, coupled with the significant amount of time engaged in informed negotiations in this case, appropriately supports a favorable opinion of the Settlement and ultimately supports approval. *See Schulte*, 805 F.Supp.2d at 586 (finding that the opinion of class counsel supported settlement approval where "Class Counsel has extensive experience in consumer class actions and complex litigation and there is no indication that the Settlement Agreement is the victim of collusion").

D. Future Expense and Duration of Litigation: The Settlement is Reasonable in Light of the Complexity, Length, and Expense of Further Litigation.

This Settlement is particularly favorable given the risks of continued litigation, which also supports preliminary approval. As mentioned above, although Class Counsel believes that Named

Plaintiff's claims have substantial merit, the fact remains that, to Class Counsel's knowledge, no similar APPSN Fee claims have proceeded to trial. This means that there is no trial model for Named Plaintiff's case, and therefore, unforeseen pitfalls could easily derail the settlement Class' claims should they proceed through the rigors of litigation. Certainly, the strength of the claims is not without substantial risks inherent in proceeding with the litigation of these novel legal issues on a class-wide basis. In fact, it is reasonable to infer that in the absence of settlement, resolution would have taken years given the complex issues and the breadth of the proposed Class, including further discovery, expert participation, trial, and a possible appeal. By contrast, the Settlement Fund provides a significant and guaranteed recovery to the settlement Class now. *See Schulte*, 805 F.Supp.2d at 586 (finding the "[s]ettlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation" by permitting the class to "realize both immediate and future benefits" now in lieu of "hotly-contested" motion practice and "inevitable" appeals).

Thus, the complexity, length, and expense of further litigation supports a finding that this Court should grant preliminary approval.

E. Recommendation of Neutral Parties: A Neutral Factor.

No neutral parties have weighed in favoring or disfavoring the proposed Settlement. Accordingly, this factor is neutral in assessing whether to grant preliminary approval.

F. Number of Objectors and Nature of Objections: A Premature Factor.

There are no known objectors at this time. The period for objecting to the Settlement does not begin to run, however, until the Court grants preliminary approval. Accordingly, this premature factor does not weigh for or against preliminary approval.

G. Presence of Good Faith and Absence of Collusion: The Proposed Settlement Was Reached Without Collusion and as a Result of Arm’s-Length Negotiations Between the Parties.

Every settlement must be examined for the presence of collusion. But “[a] settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion.” 2 *McLaughlin on Class Actions*, § 6:7 (9th ed. 2022).

The Settlement reached in this case is the result of intensive, arm’s-length negotiations between experienced attorneys who are familiar with the legal and factual issues of the actions, combined with the assistance of a highly respected mediator whose involvement helped guide the Parties’ negotiations in good faith without undue pressure or collusion. Further, Class Counsel is particularly experienced in litigation, class certification, trial, and settlement of nationwide consumer class action cases. *See Troutman Aff.*, ¶¶ 2-6, Ex. A & B (firm resumes). As detailed above, Class Counsel thoroughly investigated and analyzed Named Plaintiff’s claims and vigorously litigated the actions through discovery and various meet and confer conferences with Defendant’s Counsel, in retaining an expert to analyze damages, in defending Named Plaintiff’s deposition, in briefing opposition to the motion to dismiss, and in evaluating the strengths and weaknesses of the claims and defenses in order to formulate an appropriate foundation upon which to negotiate and settle the remaining claims at mediation. *Id.* ¶ 10.

Additionally, the Parties spent significant time negotiating the terms of the final written Agreement, which is now presented to the Court for approval. At all times, these negotiations were made in good faith and at arm’s-length, and while courteous and professional, the negotiations were intense and hard-fought on all sides. *Id.* ¶ 17.

In sum, the process leading up to the Settlement was procedurally fair and supports granting preliminary approval.

CERTIFICATION OF THE SETTLEMENT CLASS

In order to effectuate the settlement of this case, the Parties have agreed to conditional class certification under Civ.R.23(E). Whether to certify a class action is a matter within the sound discretion of the trial court, and its decision will be reversed only upon a showing of a clear abuse of discretion or the application of impermissible legal criteria.

A class action may not be certified unless the trial court finds: (1) “The class is so numerous that joinder of all members is impracticable”; (2) “There are questions of law or fact common to the class”; (3) “The claims or defenses of the representative parties are typical of the claims or defenses of the class”; and (4) “The representative parties will fairly and adequately protect the interest of the class.” Civ.R. 23(A). If all of these factors are met, a class action may then be maintained if:

[t]he court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The matters pertinent to these findings include:

- (a) The class members’ interests in individually controlling the prosecution or defense of separate actions;
- (b) The extent and nature of any litigation concerning the controversy already begun by or against class members;
- (c) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- (d) The likely difficulties in managing a class action.

Civ.R. 23(B)(3).

For the reasons set forth below, Named Plaintiff asserts that each of the Civ. 23(A) and (B)(3) requirements for class certification is met.

A. Numerosity.

The “case law indicates that when a class numbers at least 40, joinder will be considered impracticable.” *Hernandez v. Gatto Indus. Platers, Inc.*, 2009 WL 1173327, *2 (N.D. Ill. Apr. 28, 2009). Here, the data identifies hundreds of individuals who were affected by Park Nationals’ challenged fee practices. Troutman Aff., ¶ 7. Therefore, numerosity is easily satisfied.

B. Commonality.

To satisfy the commonality requirement, Named Plaintiff must demonstrate that “questions of law or fact common to the class” exist. *In re Kroger Co. Shareholders Litig.*, 70 Ohio App.3d 52, 60 (1st Dist. 1990). Under Ohio law, this standard is met when “the action arose from a ‘common nucleus of operative facts.’” *Id.* at 60-61, quoting *Marks v. C.P. Chemical Co., Inc.*, 31 Ohio St.3d 200, 202 (1987).

Here, the commonality requirement is readily satisfied because Class Members are joined by the common questions of law and fact that arise from the uniform fee assessment practices of Park National under its contract documents. The key predominating question here is whether the bank breached the terms of its uniform contracts by assessing APPSN Fees in the manner alleged in the operative complaint. Thus, the core issue of contractual interpretation that governs the outcome of this case is common to each and every member of the Settlement Class. *See e.g., In re Checking Account Overdraft Litig.*, 307 F.R.D. 630 (S.D. Fla. 2015) (finding common issues predominated in breach of contract and implied covenant claims in contested motion for class certification banking fee case where the same form contracts and same bank policies applied to all consumers); *In re TD Bank, N.A. Debit Card Overdraft Fee Litig.*, 325 F.R.D. 136, 159 (D.S.C. 2018) (same). Thus, common questions aggregate toward the singular conduct of Defendant with respect to the challenged fee practices.

C. Typicality.

To establish typicality, a party need only show that “the claims or defenses of the class and the class representatives arise from the same event or pattern or practice and are based on the same legal theory.” *See In re Lupron*, 228 F.R.D. 75, 89 (D. Mass. May 12, 2005) (citation omitted). The test for typicality is not demanding. *See id.* “The claims of the class representative and the class overall must share essential characteristics, but they need not be precisely identical.” *Bezdek v. Vibram U.S. Inc.*, 79 F.Supp.3d 324, 338 (D. Mass. 2015).

Here, Named Plaintiff’s claims are based on the same facts and underlying legal theories as those of the putative Class. Like all other class members, she was charged APPSN Fees pursuant to the same policies and practices that Park National applied. Because the same proof would suffice for Named Plaintiff’s claims as it would for absent Class Members, her claims are typical of those of the putative Settlement Class she seeks to represent. The Fees at issue here arise from “the same events or course of conduct” that can be readily evaluated by this Court on a collective basis. *Bezdek*, 79 F.Supp.3d at 339; *see e.g., Meaden v. HarborOne Bank*, 2023 WL 3529762, at *2 (D. Mass. May 18, 2023) (plaintiff’s claim was “typical to the class as a whole” where “all potential members were allegedly charged multiple fees on a single item” and sought recovery “grounded in contract law”). This is precisely the kind of case that should be resolved on a class-wide basis.

D. Fair and Adequate Representation.

Named Plaintiff has vigorously prosecuted this case for the benefit of all Class Members by filing the underlying action, reviewing the pleadings, conferring with Class Counsel, sitting for a deposition, and providing input in crafting and approving the Settlement. Troutman Aff., ¶ 12. In addition, Class Counsel are qualified to represent the settlement Class. They have extensive experience in prosecuting bank fee cases, having certified settlement classes in numerous cases

across the country. In this case, they have spent considerable time investigating the facts and potential damages and negotiating a well-informed settlement on behalf of the putative Class. Accordingly, Named Plaintiff and Class Counsel satisfy the adequacy of representation requirement.

E. Predominance and Superiority.

As noted, the Court must assess “predominance” and “superiority” under Civ.R. 23(B)(3). Case law teaches these considerations “cover cases ‘in which a class action would achieve economies of time, effort, and expense, and promote * * * uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.’” *In re Lupron*, 228 F.R.D. at 92, quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 615 (1997). “The superiority analysis dovetails with the predominance analysis.” *Id.*

A court’s predominance inquiry under Rule 23(b)(3) overlaps with, but is more demanding than, its commonality inquiry under Rule 23(a)(2). *Cf. In re M3 Power Razor System Mktg. Sales Prac. Litig.*, 270 F.R.D. 45, 55 (D. Mass. 2010). Predominance tests whether the proposed class is sufficiently cohesive to warrant adjudication by representation. *See Amchem*, 521 U.S. at 623; *In re Lupron*, 228 F.R.D. at 91. Furthermore, “[w]hen common questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than on an individual basis.” 7A Wright & Miller. *Federal Practice and Procedure* § 1778 (2d ed. 1986).

Here, the predominance requirement is easily satisfied because common questions predominate in this case. Named Plaintiff alleges that all Settlement Class Members are entitled to the same legal remedies premised on Defendant’s same alleged wrongdoing. And the issues for every claimant are substantially the same, if not identical. To illustrate, the core issue of contractual

interpretation that entirely governs the outcome of this case is common to each and every member of the Settlement Class. *See e.g., Meaden*, 2023 WL 3529762, at *2-3 (finding “common issues of fact” predominated in banking fee class action where “all class members maintained accounts with [the Bank], which were governed by the same form contract language,” incurred “multiple fees for single transactions,” and the “predominant common legal question” was “whether [the] Bank breached its contracts with all class members when it charged multiple fees to their accounts”); *Wright v. Southern New Hampshire Univ.*, 565 F.Supp. d 193, 205 (D.N.H. 2021) (finding common issues predominated in breach of contract action where all class members had “substantially similar contracts” with the university); *Bussie v. Allmerica Finan. Corp.*, 50 F.Supp.2d 59, 71 (D. Mass. 1999). And where, as here, common questions predominate as to liability, predominance is typically met “even if individual damages issues remain.” *Smilow v. Sw. Bell Mobile Sys. Inc.*, 323 F.3d 32, 40 (1st Cir. 2003) (collecting cases). Under these circumstances, predominance under Civ.R. 23(B)(3) is satisfied.

Superiority in turn is generally met when “seriatim litigation would promise such modest recoveries as to be economically impracticable.” *Gintis v. Bouchard Tansp. Co., Inc.*, 596 F.3d 64, 66-67 (1st Cir. 2010). In particular, when a proposed action involves an excessive number of potential plaintiffs with small individual claims, superiority is usually met. *In re M3 Power Razor*, 270 F.R.D. at 56. “In the absence of class certification, there would be nothing for an individual class member to control because a separate action would not be prosecuted.” *Id.* That is because, absent certification, it is highly unlikely that any individual consumer will seek redress, as the costs of litigation would far exceed the damages recoverable. *Id.* Put simply, then, since “few, if any, members of the settlement class have incurred damages in an amount sufficient to justify the

costs of pursuing an individual action[,]” pursuing a class action as a “litigation vehicle” is a superior method of adjudicating those claims. *In re Lupron*, 228 F.R.D. at 92.

Here, a class action is the superior method of adjudicating this case. Because the proof of Defendant’s violations is common to all Settlement Class Members, a class action will avoid repetitive and needless litigation of the same issues and instead, will permit all claims to be resolved only once, with binding effect. The alternative is for each class member to file a separate case; but here, it would be impracticable to bring each class member’s claim individually and such small claims would not be economically feasible or practical. *See Amchem*, 521 U.S. at 617 (“The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights.” (quotation and citation omitted)). Thus, it is highly unlikely that any proposed Settlement Class Member would have any incentive to bring a claim against Defendant absent the ability to use a class action as a litigation vehicle. Indeed, “given the large number of potential class members and small value of individual claims, not only is a class action the superior method of resolving this case, it is the very sort of case for which the Rule 23(b)(3) class action mechanism was intended.” *In re Dial Complete Mktg. and Sales Pracs. Litig.*, 312 F.R.D. 36, 57 (D.N.H. 2015).

No other proposed Settlement Class Member, to Named Plaintiff’s knowledge, has brought another action against Defendant or has any interest in individually controlling the prosecution of separate actions.

Additionally, the fact that the Parties have proposed a settlement eliminates any potential difficulties in managing the trial of the litigation as a class action. *Amchem*, 521 U.S. at 620 (when “[c]onfronted with a request for settlement-only class certification, a district court need not inquire

whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial”). Therefore, superiority is also satisfied.

In sum, because each of the requirements of Civ.R. 23 are satisfied, the proposed Class should be preliminarily certified for settlement purposes.

THE PROPOSED NOTICE PROGRAM SATISFIES DUE PROCESS

Basic due process concerns entitle class members to notice of the proposed settlement and an opportunity to be heard if they so choose. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). This does not mean a 100% success rate for a notice program is mandated, however, as the requisite notice is the best notice practicable under the circumstances of the case. *West*, 2009-Ohio-6857, ¶ 13. Thus, the mechanics of the notice process “are left to the discretion of the court subject only to the broad ‘reasonableness’ standards imposed by due process.” *Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975).

Here, as described above, the proposed Notices are written in plain English and are of reasonable length. *See* Agreement Exhibits A and B. Notably, they include: (i) a description of the case; (ii) a description of the Class; (iii) a description of the proposed settlement; (iv) a statement of the amount of attorneys’ fees that may be sought by class counsel; (v) the fairness hearing date and a description of the hearing; (vi) a statement regarding eligibility to appear at the hearing; (vii) a statement of the deadlines for filing objections to the settlement and for submitting a claim; (viii) a statement of options, including the option to be excluded from the class; and (ix) how to obtain further information.

The proposed forms of notice and the manner of dissemination are reasonably calculated to reach all class members and constitute the best forms of notice available under the circumstances, thereby satisfying due process. For example, the Settlement Administrator shall

post the Long-Form Notice on the Settlement Website. The use of such a website has been approved as part of a multi-faceted notice plan. *See In re GSE Bonds Antitrust Litig.*, 414 F.Supp.3d 686, 702-03 (S.D.N.Y. 2019).

Notice will also be provided where possible by email. Numerous courts have allowed notice to be sent to Class Members through e-mail. *Sanders v. Glendale Rest. Concepts, LP.*, 2019 WL 6799459, at *4 (D. Colo. Dec. 13, 2019) (“as to the method of delivery of the Proposed Notice, the court finds that the use of mail, email, and text message, as stipulated by the Parties, is more than sufficient”); *Fairnella v. Paypal, Inc.*, 611 F.Supp.2d 250 (E.D.N.Y. 2009); *Keirsev v. eBay, Inc.*, 2014 WL 644697, at *1 (N.D. Cal. 2014); *Anwar v. Fairfield Greenfield Ltd.*, 2012 WL 2273332, at *1 (S.D.N.Y. 2012).

If an email is returned as undeliverable, or for Settlement Class Members who are not current customers of Defendant or who have not agreed to receive electronic notices regarding their Accounts from Defendant, first-class United States mail to the best available mailing addresses shall be used. Such mail notice is sufficient where, as here, the Class Members are known. *See* 7B Wright & Miller, Federal Practice and Procedure § 1797.6 at 200 (3d ed.2005).

For all mailed Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Notice to the address identified in the skip trace.

These provisions are meaningful and meet or exceed notice protocols approved in other class action cases. *See In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 962 F.Supp. 450, 496 (D.N.J. 1997); *In re VMS Sec. Litig.*, 1992 U.S. Dist. LEXIS 12141, at *7 (N.D. Ill. Aug. 11, 1992).

Approval of the forms, content, and manner of dissemination of notice proposed here is, therefore, appropriate. These methods of notice as the best available under the circumstances.

CONCLUSION

For the foregoing reasons, Named Plaintiff respectfully requests that this Court: (1) approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the settlement Class pursuant to Civ.R. 23 for settlement purposes only; (3) appoint Named Plaintiff as the class representative for the provisionally certified Class; (4) appoint Shawn Judge, Mark Troutman, and David Berger of Gibbs Law Group LLP and Amanda J. Rosenberg, Jeffrey D. Kaliel, and Sophia G. Gold of Kaliel Gold PLLC as Class Counsel for the provisionally certified settlement Class; (5) approve the form and content of the Notices and direct the Settlement Administrator to disseminate Notice to the settlement Class; (6) establish the Bar Date to Opt Out and Bar Date to Object to the Settlement; and (7) schedule the Final Approval Hearing Date.

A proposed order granting such preliminary approval and other relief has been submitted.

Dated: February 3, 2025

Respectfully submitted,

/s/ Shawn K. Judge

Shawn K. Judge (0069493)

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Attorneys for Named Plaintiff and the Putative Class

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on February 3, 2025, a copy of the foregoing document was served by electronic mail pursuant to Civ.R. 5(B)(2)(f) upon the following:

Traci L. Martinez (0083989), traci.martinez@squirepb.com
E. Joseph D'Andrea (0090891), joseph.dandrea@squirepb.com
Elizabeth P. Trebbien (0100335), elizabeth.trebbien@squirepb.com

Counsel for Defendant Park National Bank

/s/ Shawn K. Judge
Shawn K. Judge (0069493)

EXHIBIT A

GEORGIA CAROL WORKMAN V. PARK NATIONAL BANK

Licking County Common Pleas Case No. 2022 CV 01217

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into as of the date of the final signature executed below, by and between (1) Plaintiff Georgia Carol Workman (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the proposed Settlement Class (defined below) and (2) Defendant Park National Bank (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.” The Parties intend this Settlement Agreement to resolve and settle all released rights and claims to the extent set forth below and subject to the terms and conditions set forth below.

RECITALS

1. On November 2, 2022, Plaintiff filed a class action complaint before Judge David Branstool in the Licking County Common Pleas Court, Case No. 2022 CV 01217, asserting claims against Defendant for breach of contract, including breach of the covenant of good faith and fair dealing, and unjust enrichment based on Defendant’s alleged practices of assessing overdraft fees (“OD Fees”) in connection with debit card transactions that were authorized with a positive account balance, but purportedly settled with a negative account balance (the “APPSN Claims” or “the claims”).

2. The Parties proceeded to litigate the claims, including Defendant's filing a motion to dismiss that the Court denied on March 7, 2023. A period of discovery followed, including preliminary settlement talks.

3. On July 2, 2024, the Parties participated in an arms-length mediation with the assistance of mediator Craig Woods of Woods Law & Dispute Resolution, LLC. After a day-long mediation, the Parties reached an impasse and requested that the mediator make a mediator's proposal. On July 3, 2024, the mediator proposed settlement terms that the Parties accepted, resulting in this Agreement.

4. Defendant denies any and all liability to Plaintiff and the members of the Settlement Class in the Action, and believes it would ultimately be successful in its defense of all claims asserted in the Action, but nevertheless desires to settle the Action, and all claims that could have been alleged therein, on the terms set forth in this Agreement solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

5. Plaintiff and Class Counsel have investigated the facts and law and have concluded that the Settlement is in the best interest of Plaintiff and the Settlement Class to avoid the risks and uncertainties of continuing these proceedings, and to assure meaningful benefits to the Settlement Class.

6. The Parties agree that this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any federal or state statute, rule, or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or the truth of any of the claims asserted in the Action, or of the infirmity of any of the defenses that have been raised or could be raised by Defendant.

7. **NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree, subject to approval by the Court, to settlement on the following terms and conditions:

TERMS AND CONDITIONS

I. DEFINITIONS

As used in this Agreement, the terms defined below shall have the meanings assigned to them when capitalized in this Agreement.

8. “Account” means any personal or business account maintained by Defendant in the name of one or more Settlement Class Members.

9. “Action” means the lawsuit captioned Workman v. Park National Bank, filed in the Licking County Common Pleas Court and assigned Case No. 2022 CV 01217.

10. “Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement and Release.

11. “APPSN Claims” means the claims asserted based on the assessment of APPSN Fees.

12. “Settlement Class Period” means November 1, 2016, through the Preliminary Approval Date.

13. “APPSN Fee” means any overdraft fee assessed to an Account for a debit card transaction that was authorized with a positive account balance and settled with a negative account balance.

14. “Attorneys’ Fees” means the attorneys’ fees and costs related to this Settlement Agreement that Class Counsel intend to seek under Section IV.C of this Agreement.

15. “Charge Offs” means the uncollected fees of a Settlement Class Member that (a) was assessed an APPSN Fee during the APPSN Class Period; (b) was closed with an APPSN Fee owing to Defendant; and (c) continues to be owed to Defendant as of the Final Approval, as identified based on a review and analysis of reasonably accessible transactional data and information.

16. “Claims” means the APPSN Claims.

17. “Class Counsel” means KalielGold PLLC and Gibbs Law Group LLP.

18. “Class Notice” means any of the three forms of notice discussed herein that will be provided to the Settlement Class pursuant to this Agreement.

19. “Court” means the Licking County Common Pleas Court.

20. “Current Account Holder” means a Settlement Class Member who continues to have their Account as of the date that the Net Settlement Fund is distributed to the Settlement Class Members pursuant to this Agreement.

21. “Defendant” means Park National Bank.

22. “Defendant’s Counsel” means Squire Patton Boggs (US) LLP.

23. “Effective Date” means the Final Approval Date, or such date as the Parties otherwise agree in writing.

24. “Email Notice” means the short form notice sent to Settlement Class Members for whom Defendant has email addresses.

25. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described below.

26. “Fee Application” means Class Counsel’s application or motion for Attorneys’ Fees, costs, and expenses.

27. “Fees” means, collectively, the APPSN Fees that are at issue in the Claims.

28. “Final Approval” means the date that the Court enters an Order granting final approval to the Settlement and determines the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Award to the Class Representative.

29. “Final Approval Date” means the last date on which all the following have occurred:

a. The Court has issued all necessary orders under Civ.R. 23 approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement;

b. The Court enters a Final Approval Order and judgment finally approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement; and

c. Either: (i) 30 days have passed after entry of the Court’s Final Approval Order and judgment, and within such time, no appeal is taken, or (ii) if an appeal is taken, the date upon which all appeals (including any requests for rehearing or other appellate review), as well as all further appeals therefrom (including all petitions for certiorari) have been finally resolved in a manner that is substantially consistent with the terms and intent of this Agreement, as determined by Defendant, and the deadline for taking any further appeals has expired such that no future appeal is possible.

30. “Final Approval Hearing” means the hearing at or after which the Court will determine whether to finally approve the Settlement as fair, reasonable, and adequate.

31. “Final Approval Order” means the Final Approval Order to be submitted to and entered by the Court in connection with the Final Approval Hearing. The Final Approval Order

shall be in a proposed form agreed upon by Class Counsel and Defendant, as modified in the discretion of the Court.

32. “Former Account Holder” means a Settlement Class Member who no longer has an open Account as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement

33. “Last Known Address” means the most recently recorded mailing address for a Settlement Class Member, as such information is contained in Defendant’s electronic records, or as updated by the procedures set forth herein.

34. “Long Form Notice” means the form of notice that will be posted on the Settlement Website created by the Settlement Administrator and shall be available to the Settlement Class Members by mail on request made to the Settlement Administrator.

35. “Net Settlement Fund” means the Settlement Amount, minus deductions for: (i) any Court-approved award of Attorneys’ Fees, costs, and expenses; (ii) any Court-approved Service Award; and (iii) any Court-approved Settlement Administration Costs, including the cost of Class Notice, Settlement Administration Expenses, and Taxes.

36. “Notice” means the three forms of class notice that the Parties will ask the Court to approve in connection with the Motion for Preliminary Approval of the Settlement.

37. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Postcard Notice, Email Notice, and Long Form Notice (all defined herein), which shall be substantially in the forms as the exhibits attached to the Motion for Preliminary Approval.

38. “Opt-Out and Objection Deadline” means the date 60 days after the deadline for the completion of Class Notice, or any other date set by the Court, by which the Settlement Class

Members must opt out of the Settlement or make any objection to the proposed Settlement, the Fee Application, and/or the Service Award Application, in accordance with the procedures set forth herein and/or in any order of the Court.

39. “Overdraft Forgiveness Amount” means the total amount that Defendant, without admission of liability, agrees to provide as consideration for this Agreement in the form of reductions to the outstanding APPSN Fees for Settlement Class Members with Charged Off Accounts, provided that such Fees are reasonably calculable based on review and analysis of reasonably accessible transactional data and information.

40. “Parties” means Plaintiff and the Settlement Class Members and Defendant.

41. “Plaintiff” means Georgia Carol Workman.

42. “Postcard Notice” means the short form notice sent by U.S. mail to Settlement Class Members for whom Defendant does not have valid email addresses or for whom Email Notice is returned undeliverable.

43. “Preliminary Approval” means preliminary approval of the Settlement Agreement by the Court, conditional certification of the Settlement Class, and approval of the method and content of the Class Notice to the Settlement Class Members.

44. “Preliminary Approval Date” means the date on which the Preliminary Approval Order, or any other order preliminarily approving the settlement, is entered by the Court.

45. “Preliminary Approval Hearing” means the hearing at which the Court will determine whether to preliminarily approve the Settlement as fair, reasonable, and adequate and authorize Notice to the potential Settlement Class Members, if the Court schedules such a hearing.

46. “Preliminary Approval Order” means the order to be submitted to and entered by the Court in connection with the Preliminary Approval Hearing, if the Court schedules such a

hearing. The Preliminary Approval Order shall be in a proposed form agreed upon by Class Counsel and Defendant, as modified in the discretion of the Court.

47. “Released Claims” means the claims and matters released as contemplated by this Settlement Agreement.

48. “Released Parties” means the individuals and entities released as set forth in this Settlement Agreement.

49. “Service Award” means any Court-approved payment to Plaintiff for serving as the Settlement Class Representative, which is in addition to any payment due to Plaintiff as a Settlement Class Member.

50. “Service Award Application” means Class Counsel’s application or motion for a Service Award to the Settlement Class Representative.

51. “Settlement Administrator” means Epiq Class Action & Claims Solutions, Inc. (“Epiq”), subject to Court approval.

52. “Settlement Administration Costs” or “Settlement Administration Expenses” means the costs and expenses reasonably and actually incurred in obtaining the services of the Settlement Administrator to facilitate the Settlement and the costs and expenses incurred by the Settlement Administrator in connection with the Settlement, which work includes, but is not limited to, printing and mailing the Class Notice, establishing a settlement website, mailing settlement checks to Settlement Class Members, preparing the Settlement Class Member List, identifying Settlement Class Members and Fees assessed to Charged-Off Accounts, and related services.

53. “Settlement Amount” means Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00) that Defendant will pay the Settlement Administrator and is inclusive of: (i) all

payments to Settlement Class Members; (ii) any award of Attorneys' Fees, costs, and expenses; (iii) the Service Award; (iv) the cost of Class Notice; (v) Settlement Administration Expenses; and (vi) Taxes. Defendant shall not be required to pay any amount in addition to the Settlement Amount in connection with the Settlement. The Value of the Settlement is \$585,000, which is comprised of the \$510,000 Settlement Amount and the total amount of Charge-Offs, which are estimated to be \$75,000.

54. "Settlement Class" means the APPSN Class described herein in Section II. Excluded from the Settlement Class is Defendant, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class Members who make a timely election to be excluded, and all judges and judicial staff assigned to this litigation and their immediate family members.

55. "Settlement Class Member" means any person included in the Settlement Class who does not opt-out of the Settlement and who is entitled to the benefits of the Settlement, including a Settlement Class Member Payment. If an Account has more than one account holder, then all authorized account holders shall be treated as one Settlement Class Member for purposes of the Settlement.

56. "Settlement Class Member List" means the list of all known members of the APPSN Class to be provided by Defendant's Counsel to the Settlement Administrator in accordance with the terms and provisions of Section III.D.1 hereof. The Settlement Class Member List will be compiled based on reasonably accessible transactional data and other information available to Defendant. The costs of identifying and preparing the Settlement Class Member List, including any work done prior to the execution of the Settlement Agreement, shall be paid out of the Settlement Fund.

57. “Settlement Class Member Payment” means the payment to a Settlement Class Member from the Settlement Amount

58. “Settlement Class Representative” means Plaintiff Georgia Carol Workman.

59. “Settlement Fund” means the Settlement Amount, and any other funds held in escrow by the Settlement Administrator pursuant to this Settlement Agreement, including accrued interest.

60. “Settlement Website” means the website that the Settlement Administrator will use as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, the Preliminary Approval Order approving this Settlement, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until thirty (30) days after the Effective Date. The URL of the Settlement Website shall be agreed upon by the Parties in writing.

61. “Successful Opt-Out” means any person or persons who timely and validly exercise their right to opt out of the Settlement Class under the process set forth herein and Civ.R. 23, but shall not include, in the discretion of the Parties: (a) persons whose Opt-Outs are challenged by Defendant and the challenge is not overruled by the Court or withdrawn by Defendant; (b) persons whose communications are not treated as an Opt-Out as provided herein; and (c) persons who purport to opt out of the Settlement as a group, aggregate, or class.

62. “Taxes” means (1) all federal, state, or local taxes of any kind on any income earned on the Settlement Fund and (2) the reasonable expenses and costs incurred by the Settlement Administrator in connection with determining the amount of, and paying, any taxes owed on

interest accrued on the Settlement Fund (including, without limitation, reasonable expenses of tax attorneys and accountants).

63. “Uncashed Settlement Checks” means any checks sent to Settlement Class Members that remain uncashed after a period of 180 days from the date of the first distribution of checks to Settlement Class Members.

64. Capitalized terms used in this Settlement Agreement but not defined above shall have the meaning ascribed to them in this Settlement Agreement, including any attached Exhibits.

II. SETTLEMENT CLASS AND SETTLEMENT CLASS REPRESENTATIVE

65. Class Definition. To effectuate the Settlement, the Parties agree and consent, for settlement purposes only, and subject to Court approval, that the following Settlement Class shall be certified:

APPSN Class: All Account holders who were charged one or more APPSN Fees during the Settlement Class Period.

66. Certification for Settlement Purposes Only. The Parties’ agreement as to certification of the Settlement Class is solely for purposes of effectuating a settlement and for no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification, and reserves all rights to contest class certification, if the Settlement set forth in this Settlement Agreement does not receive the Court’s final approval, if the Court’s approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement does not receive the Court’s final approval, if the Court’s approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if

the settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other Settlement-related statement may not be cited regarding certification of the Settlement Class, or in support of an argument for certifying a class for any purpose related to this or any other proceeding.

67. Settlement Class Representative. The Parties agree that, for settlement purposes only, Plaintiff is an adequate Class Representative for the Settlement Class.

III. SETTLEMENT CONSIDERATION

68. Subject to approval by the Court, under the Settlement, the total cash consideration to be provided by Defendant shall be Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00), inclusive of the amount paid to Settlement Class Members, any and all Attorneys' Fees, expenses, and costs awarded to Class Counsel, any Settlement Administration Costs, any Service Award to the Class Representative, and any *cy pres* payment. Defendant shall not be responsible for any other payments or consideration under this Agreement. Defendant in turn shall obtain the Releases as described herein and dismissal of the Action with prejudice.

IV. SETTLEMENT APPROVAL PROCESS

69. Preliminary Approval Motion. As soon as practicable after the execution of this Agreement, Plaintiff shall move the Court for an order that shall specifically include provisions that: (a) preliminarily approve the Settlement memorialized in this Agreement as fair, reasonable, and adequate; (b) certify the Settlement Class as defined herein for settlement purposes only; (c) approve the proposed Class Notice and authorize its dissemination to Settlement Class Members; (d) set deadlines consistent with this Agreement for mailing of the Class Notice, opting out of, or objecting to the Settlement, and filing papers in connection with the Final Approval Hearing; (e) appoint Settlement Class Representative as class representative and Class Counsel as counsel for

the Settlement Class; (f) approve the appointment of the Settlement Administrator; and (g) set a date for the Final Approval Hearing.

70. Class Notice. The Settlement Administrator shall provide timely Notice in the manner and form approved by the Court.

71. Settlement Class Member List. Within 45 days of the Preliminary Approval Date, Defendant's Counsel shall provide the Settlement Administrator the Settlement Class Member List. In preparing the Settlement Class Member List, Defendant shall have no obligation to look beyond information obtainable from Defendant's readily searchable electronic databases. The Settlement Class Member List shall specify:

- a. The names of all APPSN Class Members;
- b. The Last Known Address for each APPSN Class Member, and, to the extent reasonably available, the email address for each APPSN Class Member who has elected to receive electronic notifications from Defendant;
- c. The total number of APPSN Fees charged to each Account during the Settlement Class Period; and
- d. The status of each Account (active or inactive).

72. The Settlement Administrator shall utilize current U.S.P.S. software and/or the National Change of Address ("NCOA") database searches to update the address records so that an APPSN Class Member's most recent address will be utilized for mailing purposes.

73. The Settlement Class Member List and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Neither the Settlement Class Member List, nor the information contained in it, shall be reproduced, copied, stored, or distributed in any form,

electronic or otherwise, and shall be subject to return or destruction pursuant to Section VII.E.2 of this Agreement.

74. Notice to Settlement Class Members.

a. Prior to the dissemination of the Class Notice to any Settlement Class Member, the Settlement Administrator shall establish an Internet website using a domain to be mutually agreed upon by the Parties (the “Settlement Website”), which will contain the Class Notice and inform Settlement Class Members of the relevant dates and deadlines and related information. The website shall include, in .pdf downloadable format, the following: (i) Motion for Preliminary Approval; (ii) the Class Notice; (iii) the Preliminary Approval Order; (iv) this Agreement (including any Exhibits), (v) the Complaint; (vi) Plaintiffs’ Motion for Attorneys’ Fees, Costs and Expenses, and Incentive Award; (vii) Motion for Final Approval; (viii) Final Approval Order; and (ix) any other materials agreed upon by the Parties and/or required by the Court. The Internet website shall provide persons in the Settlement Class with the ability to complete and submit a request to opt out of the Settlement Class prior to the Opt-Out and Objection Deadline.

b. The Settlement Administrator shall provide notice of this Settlement and the Final Approval Hearing to all Settlement Class Members by mailing or emailing a copy of the Notice, as appropriate under the conditions set forth herein, to all potential Settlement Class Members. Unless adjusted by Court order, the mailing and emailing of all Class Notices shall be completed within 30 days of the Settlement Administrator’s receipt of the Settlement Class Member List.

c. The Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the

Settlement; a date by which Settlement Class members may exclude themselves from, or “opt-out” of, the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date on which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order.

d. Notice shall be provided to APPSN Class Members in at least one of three different ways: Email Notice to Account Holders for whom Defendant has email addresses; Postcard Notice sent by U.S. mail to Account Holders for whom Defendant does not have valid email addresses or for whom Email Notice is returned undeliverable; and Long Form Notice, which shall be available on the Settlement Website and/or via mail upon a APPSN Class Member’s request. Not all APPSN Class Members will receive all forms of Notice as detailed herein.

e. Once the Settlement Administrator has the list of APPSN Class Members, the Settlement Administrator shall run the physical addresses through the National Change of Address Database and shall mail to all such APPSN Class Members Postcard Notice as appropriate. The Settlement Administrator shall also send out Email Notice to all APPSN Class Members receiving Notice by that method. The initial Postcard Notice and Email Notice shall be referred to as “Initial Mailed Notice.”

f. The Settlement Administrator shall perform reasonable address traces for all Initial Mailed Notice postcards that are returned as undeliverable. A reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose and/or similar such database. No later than sixty (60) days before

the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces (“Notice Re-mailing Process”). The Settlement Administrator shall also send Postcard Notice to all APPSN Class Members whose Email Notice were returned as undeliverable and complete such Notice pursuant to the deadlines described herein as they relate to the Notice Re-mailing Process.

g. The Notice Program (which is composed of both the Initial Mailed Notice and the Notice Re-mailing Process) shall be completed no later than sixty (60) days before the Final Approval Hearing.

h. The cost of providing the Class Notice to each person on the Settlement Class Member List including, without limitation, postage costs and data processing, shall be paid solely from the Settlement Fund after approval by Class Counsel. Defendant shall have no additional obligation or liability with respect to such costs or expenses. The Parties, in good faith, will endeavor to minimize these costs to the extent possible or prudent.

i. For a period of 360 days after the Preliminary Approval Date, or 225 days after the Effective Date, whichever is longer, the Settlement Administrator shall maintain, at its expense, a post office box or address, to receive communications in connection with the Settlement.

j. At least five (5) days prior to the Final Approval Hearing, Class Counsel shall serve and file sworn statements evidencing compliance with the provisions of the Preliminary Approval Order concerning the mailing of the Class Notice.

k. Within the provisions set forth in this Section, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Defendant.

75. Opt-Out Rights. The Notice also shall include a procedure for Settlement Class members to opt out of the Settlement Class. An APPSN Class Member may opt out of the Settlement Class at any time during the Opt-Out Period, provided the opt-out notice is postmarked no later than the last day of the Opt-Out Period. Any APPSN Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement.

a. The Class Notice shall permit APPSN Class Members to exclude themselves from the Settlement Class and not to be bound by this Agreement, if, within such time as is ordered by the Court and contained in the Class Notice, the APPSN Class Member either: (i) signs and mails a notice of intention to opt out to the Settlement Administrator (in no particular format, but which contains the Settlement Class Member's name, address, and telephone number and the words "opt out," "exclusion," or words to that effect clearly indicating an intent not to participate in the settlement); or (ii) completes and electronically submits the opt-out form on the Settlement Website. If there is more than one account holder on an Account, all account holders must execute the notice of intention to opt out for the opt-out to be effective. If necessary, the Parties shall confer as to whether a communication from an APPSN Class Member is a request to opt out and shall inform the Court of their position at the Final Approval Hearing. In no event shall any notice in which an APPSN Class Member purports to opt out any other person (including any group, aggregate, or class involving more than one APPSN Class Member) be considered a valid opt-out. Individuals are not permitted to exclude other individuals, and if there is a group of opt-outs, each individual APPSN Class Member must evidence his or her intent by complying with the procedures above. Any opt-out submitted by an APPSN Class Member on behalf of a group, aggregate, or putative class shall be deemed valid as to that APPSN Class Member only, and shall be invalid as to the group, aggregate, or putative class.

b. The Class Notice shall provide that requests by any APPSN Class Member to opt out of the Settlement must either be (i) mailed to the Settlement Administrator postmarked by the Opt-Out and Objection Deadline, or (ii) submitted on the Settlement Website by the Opt-Out and Objection Deadline or be forever barred.

c. The Settlement Administrator must send Defendant's Counsel and Class Counsel copies of any opt-out notices it receives within seven (7) days of receipt. Defendant's Counsel or Class Counsel may dispute an opt-out or purported opt-out, including an attempt to opt out as a group, aggregate or class, within 30 days of the postmarking of the notice of intention to opt out, or by the Final Approval Date, whichever occurs later. Such objection shall be effective to void any opt-out or purported opt-out, unless and until (i) the other Party's counsel disputes the objection, in good faith and in writing to the objecting party's counsel, within ten (10) days of the objection, and (ii) promptly seeks a ruling by the Court and proves that the objection should be rejected or overruled. The Court shall retain jurisdiction to resolve such disputes. Any decision by Defendant's Counsel not to dispute an opt-out or purported opt-out shall not be a waiver, determination, or preclusive finding against Defendant with respect to any other opt out notice.

d. Class Counsel shall not solicit or represent APPSN Class Members who are Successful Opt-Outs.

76. Objections to the Settlement. The Notice also shall include a procedure for APPSN Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees and costs and/or a Service Award to the Class Representative. Objections to the Settlement, to the application for fees and costs, and/or to the Service Award must be filed with the Court, mailed to Class Counsel, mailed to Defendant's counsel, and mailed to the Settlement Administrator.

a. In order to be heard at the Final Approval Hearing, the APPSN Class Member must make his, her, or their objection in writing and file it with the Court by the Opt-Out and Objection Deadline and serve the objection on all Parties, postmarked no later than the last day to file the objection, at the following addresses: (i) for Class Counsel: Shawn Judge or Mark Troutman, Gibbs Law Group LLP, 1554 Polaris Parkway, Suite 325, Columbus, OH 43240; and (ii) for Defendant: Joe D'Andrea, Squire Patton Boggs (US) LLP, 2000 Huntington Center, 41 South High Street, Columbus, OH 43215. If submitted by mail, an objection shall be deemed to have been submitted on the postmark date reflected on the envelope. If submitted by private courier (*e.g.*, FedEx), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

b. For an objection to be considered by the Court, the objection must also set forth: (1) the name of the Action; (2) the objector's full name, address, and telephone number; (3) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel; (5) the identity of counsel, if any, representing the objector who will appear at the Final Approval Hearing; (6) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (7) a statement indicating whether the objector intends to appear personally and/or testify at the Final Approval Hearing; and (8) the objector's signature.

c. Class Counsel and/or Defendant may conduct limited discovery on any objector consistent with the Ohio Rules of Civil Procedure.

d. Plaintiff and Defendant may file responses to any objections that are submitted by a Settlement Class Member.

e. Any APPSN Class Member who does not provide a timely, written objection shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the award of Attorneys' Fees, or the Service Award.

77. Final Approval.

a. At the time designated by the Court, Plaintiff shall move the Court for a Final Approval Order, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable, and adequate; (b) find that the Class Notice as distributed was the best notice practicable under the circumstances and fully satisfied the requirements of due process and applicable rules; (c) approve the plan of distribution of the Settlement Amount and interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that Plaintiff and the Settlement Class Members (except those who have timely and validly requested exclusion from the Settlement Class) have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in the Agreement, and subject to the Court's continuing jurisdiction over the Parties and the Settlement Fund for the purpose of enforcement of the terms of the Settlement Agreement.

b. At the Final Approval Hearing, Plaintiff and Class Counsel shall make a good faith effort to present sufficient evidence to support the entry of the Final Approval Order and shall present such evidence as they deem appropriate to support any award of Attorneys' Fees.

V. ESCROW ACCOUNT

78. Settlement Funds. In exchange for the releases described herein and dismissal with prejudice of the Action, Defendant agrees to pay the total Settlement Amount of Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00) in full settlement of the Action. The

Settlement Amount shall include (i) all payments to Settlement Class Members; (ii) all attorneys' fees, costs, and expenses; (iii) any Service Award to the Settlement Class Representative; (iv) the cost of Class Notice; (v) Settlement Administration Expenses; and (vi) Taxes. Under no circumstances shall Defendant be required to pay any amount in addition to the Settlement Amount in connection with the Settlement.

79. The Settlement Administrator will establish an interest-bearing Escrow Account to hold the Settlement Funds.

80. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant's Counsel, Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise (collectively "Taxes"), shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

VI. SETTLEMENT ADMINISTRATOR

81. Class Counsel, in consultation with Defendant, has selected Epiq as the Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing

Postcard Notice and Email Notice to Settlement Class Members and distributing the Settlement Fund as provided herein.

82. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:

- a. Use the name and address information for APPSN Class Members provided by Defendant in connection with the Notice Program approved by the Court for the purpose of mailing the Postcard Notice and sending the Email Notice, and later mailing distribution checks to Former Account Holder Settlement Class Members and to Current Account Holder Settlement Class Members where it is not feasible or reasonable for Defendant to make the payment by a credit to the Settlement Class Members' Accounts;
- b. Establish and maintain a Post Office box for the receipt of opt-out requests and objections;
- c. Establish and maintain the Settlement Website;
- d. Establish and maintain an automated toll-free telephone line for APPSN Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;
- e. Respond to any mailed APPSN Class Member inquiries;
- f. Process all requests for exclusion from the Settlement Class;
- g. Provide weekly reports to Class Counsel and Defendant that summarize the number of requests for exclusion and/or objections received that week, the total number of exclusion requests and/or objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court confirming that the Notice Program was completed and that all applicable Notice

requirements have been met, describing how the Notice Program was completed, providing the names of each APPSN Class Member who timely and properly opted-out from the Settlement Class, as well as those APPSN Class Members that timely filed objections, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Identify to Defendant the amount of the Net Settlement Fund required to make Settlement Class Member Payments to Current Account Holders by a credit to those Settlement Class Members' Accounts and then send Defendant the funds at least seven (7) days before Defendant makes the Account credits;

j. Perform all tax-related services for the Escrow Account as provided in the Agreement;

k. Pay invoices, expenses, and costs upon approval by Class Counsel and Defendant, as provided in this Agreement; and

l. Any other Settlement-administration-related function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been distributed.

VII. DISTRIBUTION OF THE SETTLEMENT FUND

83. Within forty-five (45) days of the Preliminary Approval Date, Defendant will place the Settlement Amount into a “qualified settlement fund” set up by the Settlement Administrator.

84. The Settlement Fund Prior to Distribution.

a. The Settlement Administrator shall invest the Settlement Fund in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in an account fully insured by the United States Government and shall reinvest the proceeds of these instruments as they mature in similar

instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund.

b. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court.

c. All funds held by the Settlement Administrator shall be deemed and considered to be in custodia legis of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement or further order of the Court.

d. Defendant shall have the right to impose any reasonable terms and conditions on the operation and maintenance of the Settlement Fund, and of any funds it pays in connection with this Agreement, that it deems appropriate to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys from intentional or unintentional diversion, expenditure, forfeiture, escheat, or other dispersion that is inconsistent with the express terms of this Agreement, and (2) shall inform Class Counsel of any such terms and conditions. In the event Defendant desires to have the Settlement Administrator enter into an agreement or undertaking to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys in accordance with this paragraph, or to obtain any order from the Court in connection with this paragraph, Plaintiff agrees not to object to such requested agreement or order other than on the grounds that the terms or relief sought, in whole or in part, is inconsistent with the express terms of the Settlement.

85. Distribution Plan.

a. Calculation and Disbursement of Settlement Class Member Payments.

Each Settlement Class Member who paid at least one APPSN Fee during the Settlement Class Period shall be entitled to receive a Settlement Class Member Payment. The amount remaining in the Settlement Fund after deductions for: (i) any award of Attorneys' Fees, costs, and expenses; (ii) any Service Award to the Settlement Class Representative; (iii) the cost of Class Notice; (iv) Settlement Administration Expenses; and (v) Taxes shall be the "Net Settlement Fund" and shall be disbursed using the immediately following methodology or such other methodology as would produce and equivalent result.

b. Defendant will identify all Accounts held by Settlement Class Members for which Defendant assessed APPSN Fees during the Class Period.

c. The Fees will be totaled for each Account.

d. The Net Settlement Fund will be allocated pro rata to the Settlement Class Members based on their number (not dollar amount) of Fees.

e. The Settlement Administrator shall divide the total amount of the Net Settlement Fund by the total amount of all Settlement Class Members' Fees. This calculation shall yield the "Pro Rata Percentage."

f. Each Settlement Class Member's Pro Rata Percentage will be multiplied by the amount of the Net Settlement Fund, which yields a Pre-Adjustment Payment Amount for each Settlement Class Member.

g. If any Settlement Class Member's Pre-Adjustment Amount is less than \$5.00, the Settlement Class Member's Payment amount shall be adjusted to \$5.00. The remainder of the Net Settlement Fund shall then be apportioned pro rata to all other Settlement Class

Members by multiplying those Settlement Class Members' Pro Rata Percentage by the remaining amount of the Net Settlement Fund.

h. The Parties agree the foregoing allocation formula is exclusively for purposes of computing, in a reasonable and efficient fashion, the amount of any Settlement Class Member Payment each Settlement Class Member should receive from the Net Settlement Fund. The fact that this allocation formula will be used is not intended (and shall not be used) for any other purpose or objective whatsoever.

i. Active Accounts. Within fifteen (15) days of the Effective Date, the Settlement Administrator will wire to Defendant the funds necessary to make all Settlement Class Member Payments to Settlement Class Members whose applicable Accounts are still active. Defendant shall then directly deposit the Settlement Class Member Payments into the Settlement Class Members' active Accounts within 60 days after the Effective Date. Defendant shall notify Current Account Holders of any such credit on the Account statement on which the credit is reflected by stating "Fee Refund" or something similar, in Defendant's sole discretion. Defendant will bear any costs associated with implementing the Account credits and notification discussed in this paragraph.

j. Accounts Closed Before Deposit. If any Settlement Class Members close their applicable Account before Defendant can deposit their Settlement Class Member Payment, Defendant shall deposit those Settlement Class Member Payments back into the Settlement Fund, and those Settlement Class Members shall be paid by check from the Settlement Administrator. The checks shall have the same expiration date as the checks sent to Settlement Class Members with closed Accounts as outlined herein.

k. Inactive Accounts. For Settlement Class Members whose applicable Accounts are no longer active, the Settlement Administrator shall mail checks in the amount of each Settlement Class Member Payment within 60 days after the Effective Date. The checks shall indicate that they expire 180 days after the date on which the check is issued.

l. Deceased Settlement Class Members. Deceased Settlement Class Members' Settlement Class Member Payments shall be paid by check made out to the estate of the deceased Settlement Class Member, provided that, prior to the Effective Date, the Settlement Class Member's estate informs the Settlement Administrator of the Settlement Class Member's death and provides a death certificate confirming that the Settlement Class Member is deceased.

m. Uncashed or returned checks. The amount of the Net Settlement Fund attributable to uncashed or returned checks sent by the Settlement Administrator shall be held by the Settlement Administrator for up to six months from the date that the first distribution check is mailed by the Settlement Administrator. During this time the Settlement Administrator shall make a reasonable effort to locate intended recipients of settlement funds whose checks were returned (such as by running addresses of returned checks through the Lexis/Nexis database and/or similar such database that can be utilized for such purpose) to effectuate delivery of such checks. The Settlement Administrator shall make only one such additional attempt to identify updated addresses and re-mail or re-issue a distribution check to those for whom an updated address was obtained.

n. Redistribution of Uncashed Settlement Checks. Within fifteen (15) days after the Settlement checks expire (195 days from the date that the Settlement Administrator issues the Settlement checks to Settlement Class Members), the Settlement Administrator shall, if economically feasible, redistribute any funds remaining as a result of Uncashed Settlement Checks

(less the cost of redistribution) in equal amounts to Settlement Class Members whose Settlement checks were cashed and Settlement Class Members whose Settlement payments were directly deposited into their Accounts, by mailing checks to those Settlement Class Members. If the distribution of remaining funds costs more than the amount to be distributed or is otherwise economically unfeasible, or if additional funds remain after a second distribution, the remainder of the Settlement Fund (less costs of settlement administration) will be paid to a *cy pres* recipient agreed upon by the Parties.

o. Status Report. Class Counsel will file a status report with the Court confirming the distribution of funds, as well as any second distribution, 270 days after the Effective Date. If unclaimed funds remain after the second distribution, the Parties will then pay the remaining funds to Licking County Consumer Credit Counseling Services within 30 days of the expiration of any paper checks used to make the second distribution.

p. Tax Obligations. The Parties shall have no responsibility or liability for any federal, state, or other taxes owed by Settlement Class Members because of, or that arise from, any Settlement payments to Settlement Class Members or any other term or condition of this Agreement.

86. Attorneys' Fees, Costs, Expenses, and Service Awards.

a. At least twenty-one (21) days before the Opt-Out and Objection Deadline, Class Counsel may apply to the Court for an award of Attorneys' Fees, costs and expenses via a Fee Application or Motion, and for a Service Award for the Settlement Class Representative via a Service Award Application or Motion, all to be paid from the Settlement Fund. Class Counsel will provide the current draft of their Fee Application and their brief in support of their Fee

Application to Defendant's Counsel no less than one week before filing, unless a shorter time period is agreed upon by the Parties.

b. Defendant agrees not to oppose Class Counsel's request for Attorneys' Fees of up to 33.33% of the Settlement Amount, and not to oppose Class Counsel's request for reimbursement of reasonable expenses actually incurred and paid. Defendant further agrees not to oppose Class Counsel seeking a \$5,000.00 Service Award for the Settlement Class Representative. However, Defendant reserves its right to oppose any request for Attorneys' Fees over and above 33.33% of the Settlement Amount, in addition to unreasonable expenses incurred and paid, and to oppose any request for a Service Award for the Settlement Class Representative that is over and above \$5,000.00. In the event that the Court does not approve Class Counsel's request for Attorneys' Fees, in whole in or in part, or the Court does not approve the request for a Service Award for the Settlement Class Representative, in whole or in part, the Settlement and this Agreement shall otherwise remain effective.

c. Class Counsel expressly disclaim all rights to collect attorneys' fees, costs, and expenses more than the amount awarded by the Court from any person or entity, and agree, upon demand, to execute a release of any person's or entity's obligation to pay such sums. Class Counsel is responsible for distributing any award of Attorneys' Fees amongst themselves. Defendant shall not be liable for any claims ensuing from the distribution of Attorneys' Fees.

d. Defendant shall have no obligation to pay any attorneys' fees or costs to Class Counsel, or any Service Award to the Settlement Class Representative, except as part of the Settlement Amount. Any Attorneys' Fees, Costs, Expenses, and Service Award approved by the Court shall be paid by the Settlement Administrator from the Settlement Fund within 10 days of the Effective Date.

e. The Settlement is not conditioned upon the Court's approval of the Attorneys' Fees sought by Class Counsel, or the Service Award sought by Settlement Class Representative. Any appellate proceedings relating solely to the award of Attorneys' Fees, costs, and expenses and/or the Service Award shall not delay the effectuation of the Releases contained herein.

f. The Parties negotiated and reached agreement regarding attorneys' fees, costs, and expenses and the Service Award only after reaching agreement on all other material terms of this Settlement.

87. Interest Included. References to the Settlement Fund in this Section shall include both the portion of the Settlement Amount deposited into escrow and any earnings thereon.

88. Refund Upon Termination. If the Settlement is not approved, or is terminated, canceled, or fails to become effective for any reason, the remaining Settlement Fund (including accrued interest), less expenses and Taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be refunded to Defendant.

VIII. OTHER RELIEF

89. Overdraft Forgiveness for Charged Off Accounts. For each Charged Off Account belonging to a Settlement Class Member, the Account's outstanding balance due to Defendant shall (to the extent not already done) be reduced by the total amount of Fees for that Account, provided that such Fees are reasonably calculable based on review and analysis of reasonably accessible transactional data and information. To the extent not already completed, Defendant will implement the Overdraft Forgiveness within 180 days after the Effective Date.

90. Prospective Relief. As of the Effective Date, Defendant shall no longer assess APPSN Fees (the "Prospective Relief"). The Prospective Relief agreed to under this Section shall not be enforceable by equitable means or by means of contempt of court.

91. Releases. Plaintiff and the Settlement Class Members provide the following releases:

a. Upon Final Approval, and in consideration of the promises and covenants set forth in this Settlement Agreement, Settlement Class Representative and each Settlement Class Member, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf will be deemed to have completely released and forever discharged Defendant, and each of its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, successors, assigns, insurers, and third party suppliers and vendors (collectively, the “Released Parties”), from any claim, right, demand, charge, suit, matter, damage, loss, complaint, action, cause of action, obligation, or liability of any and every kind and description, from the beginning of the statute of limitations period until the Effective Date, that arises out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, apparent or unapparent, matured or unmatured, disclosed or undisclosed, accrued or unaccrued, latent or patent, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that were or could have been asserted in the Action or that could be raised in the future, in any court, tribunal, forum, or proceeding, arising out of, in connection with, or relating in any way to the allegations made in the Action, and/or the underlying facts and circumstances, including, but not limited to, that Defendant was allegedly assessing APPSN Fees on Accounts (the “Released Claims”).

b. The Released Claims include, but are not limited to, claims or defenses concerning the APPSN Claims, and any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from, relating to, or in connection with the conduct, acts, and/or omissions described in this paragraph.

c. Without limiting the foregoing, the Released Claims specifically extend to claims that arise out of, relate to, or are in connection with the assessment of Fees that the Settlement Class Representative and the Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases therein, becomes effective. This paragraph constitutes a waiver by the Settlement Class Representative and shall be deemed to be a waiver by all Settlement Class Members, of any statutes, laws, or legal principles of any state providing, in effect, that a release does not extend to claims that the releasing party does not know or suspect to exist when executing the release and that, if known, would have affected his or her settlement with the released party, or language similar in purpose.

92. Settlement Class Representative understands and acknowledges, and all Settlement Class Members shall be deemed to understand and acknowledge, the significance of the waiver set forth in the prior paragraph. In connection with such waiver and relinquishment, Settlement Class Representative acknowledges, on behalf of herself and all Settlement Class Members, that she is aware that she may hereafter discover facts in addition to, or different from, those facts which she now knows or believes to be true with respect to the subject matter of the Settlement, but that it is her intention to release fully, and finally, and forever, all Released Claims, and in furtherance of such intention, the release of the Released Claims provided to the Released Parties will be and remain in effect notwithstanding the discovery or existence of any additional or different facts. This is true where such claims are known or unknown, suspected or unsuspected, contingent or

non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

93. Settlement Class Representative, on behalf of herself and the Settlement Class Members, covenant and agree: (i) not to sue, institute, cause to be instituted, permit to be instituted on their behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any Released Claims against any Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Settlement Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

94. Nothing in this Agreement shall operate or be construed to release any claims or rights Defendant has to recover any past, present, or future amounts that may be owed by Plaintiff or by any Settlement Class Member on any accounts, loans, or debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or debts; provided however, that Defendant shall release its claims or rights to recover any amounts forgiven on any Charge-Offs as described in this Agreement.

95. If the Settlement Agreement is finally approved, the Parties agree that Plaintiff will cause the claims in the Action to be dismissed with prejudice, with all parties to bear their own costs not otherwise awarded. Plaintiff will perform all procedural steps necessary to effectuate dismissal with prejudice of the Action upon Final Approval of the Settlement.

IX. REPRESENTATIONS AND WARRANTIES

96. Attorneys' Fees. Settlement Class Representative and Class Counsel represent and warrant that (i) the Settlement Amount includes all Attorneys' Fees, costs, and expenses incurred in connection with the Action, and (ii) any Fee Application Class Counsel file shall include all persons (natural or legal) having any interest in any award of Attorneys' Fees in connection with the Action. Any Fee Application shall include within its scope all attorneys and law firms with a financial interest in any such award. Settlement Class Representative and Class Counsel agree to indemnify and hold harmless Defendant and all Released Parties against any claims related to or arising from any other persons or entities claiming any interest in any award of Attorneys' Fees in connection with the Action or the Released Claims.

97. Class Counsel. Settlement Class Representative and Class Counsel represent and warrant that the term "Class Counsel" as defined in this Agreement includes all persons (natural or legal) having any interest in any award of attorneys' fees or costs in connection with the Action.

98. Best Efforts. Plaintiff and Class Counsel represent and warrant that they shall use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement as promptly as possible, use their best efforts to resist and oppose any or all objections to the Settlement and any or all attempts to opt out of the Settlement on any basis other than an individual basis, and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement.

99. Cooperation. Plaintiff and Class Counsel represent and warrant that they shall reasonably cooperate with Defendant and Defendant's Counsel in executing any additional documents required for implementation, effectuation, and/or documentation of this Agreement.

100. Breach of Settlement Agreement. If any person, legal or natural, breaches the terms of any of the representations and warranties in this section, he, she, or it shall be fully liable for all damages he, she, or it caused, including legal fees and costs reasonably incurred because of the breach, to any adversely affected Party. Any adversely affected Party may institute a proceeding before the Court to recover all sums due and owing under this paragraph, and to seek additional equitable relief as the Court deems proper and just, and the Court shall retain jurisdiction over this matter to entertain such proceedings.

101. Termination of Settlement. This Settlement Agreement may be terminated by either Class Counsel or Defendant prior to the Effective Date by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fifteen (15) days (or such longer time as may be agreed in writing between Class Counsel and Defendant) after any of the following occurrences:

- a. Class Counsel and Defendant agree to termination;
- b. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within three hundred sixty (360) days after such reversal;

d. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Defendant reasonably considers material;

e. the Effective Date does not occur; or

f. any other ground for termination provided for elsewhere in this Agreement.

102. Defendant also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within fifteen (15) days after its receipt from the Settlement Administrator of any report indicating that the number of Settlement Class Members who timely request exclusion from the Settlement Class equals or exceeds 5% of the total Settlement Class.

X. EFFECT OF TERMINATION

103. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect, and the Parties shall proceed in all respects as if this Agreement and any related order(s) had not been entered. Any portion of the Settlement Fund previously paid by or on behalf of Defendant shall be returned to Defendant, together with any interest earned thereon, shall be returned to Defendant within ten (10) business days from the date of the event causing such termination. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

104. The Settlement shall become effective on the Effective Date unless terminated earlier in accordance with the provisions hereof.

105. Certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the provisional class certification shall be

vacated by its terms, and the Action shall revert to the status that existed before execution of this Settlement Agreement. Thereafter, Plaintiff shall be free to pursue any claims available to him, and Defendant shall be free to assert any defenses available to it, including but not limited to, denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims and defenses.

106. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XI. MISCELLANEOUS PROVISIONS

107. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Defendant has provided and will provide information that Plaintiff reasonably requested to identify Settlement Class members and the alleged damages they incurred. Both Parties recognize and acknowledge that they and their experts reviewed and analyzed data for a subset of the time at issue and that they and their experts used extrapolation to make certain determinations, arguments, and settlement positions. The Parties agree that this Settlement is reasonable and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this

Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

108. Terms and Intent of Agreement. This Agreement is entered into only for purposes of settlement. If the Court enters an order preliminarily or finally approving the Settlement of the Action in a manner that is inconsistent with the terms and intent of this Agreement, the Parties shall meet and confer in good faith regarding any modifications made to the proposed order. If, after meeting and conferring in good faith, Defendant determines that the modifications materially alter the terms and intent of this Agreement, including but not limited to, because the modifications may increase Defendant's liability or reduce the scope of the releases or of the Settlement Class, or if the Court refuses to grant Final Approval of this Agreement or the Effective Date does not come to pass, then Defendant shall have the option to terminate this Agreement. Each Party reserves the right to prosecute or defend the Action if this Agreement does not become final and binding.

109. No Alteration of Accounts or Release of Debt. Except as specifically provided for herein, under no circumstances shall the Agreement be deemed to alter, amend, or change the terms and conditions of any credit card, debit card, consumer account, or debt as to which any Settlement Class Member is or was a party, or to provide a defense to any such debtor relationship. Settlement Class Representative and Settlement Class Members expressly covenant and agree, as a material inducement to Defendant, and recognizing the practical difficulties faced by Defendant in ongoing or future matters, that each of them waives and forever relinquishes any claim to have Defendant or the Released Parties amend, alter or revise rights, demands, suits or other claims

made (or to be made) in order to reflect the Settlement Fund provided or to be provided or to reflect the other terms of this Agreement.

110. Settlement Conditioned Upon Approval. In addition to the provisions hereof, this Agreement shall be subject to the ordinary and customary judicial approval procedures. If the Settlement is not finally approved, certification of the Settlement Class will be void, no doctrine of waiver, estoppel, or preclusion shall be asserted in any litigated class certification proceedings in the Action or any other action relating to the subject matter of this Settlement, and this Agreement and its existence shall be inadmissible to establish any fact relevant to class certification or any alleged liability of Defendant for the matters alleged in the Action or for any other purpose. In the event that the Settlement is not approved as presented, or if Defendant terminates the Settlement as permitted herein, the Parties agree that neither the terms of this Agreement, the Parties' settlement negotiations, nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders, or public statements, may be used as evidence for any purpose whatsoever. In addition, neither the fact of, nor any documents relating to, Defendant's termination of the Settlement, any failure of the Court to approve this Agreement, or any objections or interventions may be used as evidence for any purpose whatsoever.

111. Stay and Bar of Other Proceedings. Pending determination of whether this Agreement should be granted Final Approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Action, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, will commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of this Agreement.

112. Agreement Binding on Successors in Interest: This Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.

113. Non-Disparagement. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel shall refrain from making any statement, whether oral or written, that disparages Plaintiff, Class Counsel, Defendant, or Defendant's Counsel, including any statement tending to harm a Party's reputation, business interests, or goodwill.

114. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

115. Obligation To Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

116. Notices. Any notice sent in connection with this Agreement shall be transmitted by U.S.P.S. or Federal Express overnight delivery, or an equivalent overnight delivery service, as follows: To Plaintiff and Class Counsel:

Shawn Judge or Mark Troutman
GIBBS LAW GROUP LLP
1554 Polaris Parkway, Suite 325
Columbus, OH 43240

To Defendant and Defendant's Counsel:

Joe D'Andrea
SQUIRE PATTON BOGGS (US) LLP
2000 Huntington Center
41 South High Street
Columbus, OH 43215

117. Change of Address of Counsel. The notice recipients and addresses designated above may be changed by written notice.

118. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of Ohio, without regard to the principles thereof regarding choice of law.

119. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order.

120. No Construction Against Drafter: The Agreement was, and is deemed to have been, drafted by all Parties, and any rule that a document shall be interpreted against the drafter will not apply to this Agreement.

121. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

122. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Defendant and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

123. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

124. Recitals. The Recitals that begin this Agreement are introductory paragraphs that provide background information and context for the Settlement and are not to be deemed legally binding or to control in the event of unintended conflict with the Terms and Conditions of this Agreement.

125. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

126. Time Periods. The time periods and dates described in this Agreement with respect to the giving of Class Notice and hearings will be subject to Court approval and modification by the Court with the consent of the parties. Deadlines. 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.

127. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement.

128. Exhibits. Any exhibit to this Agreement is incorporated herein by this reference as though fully set forth herein. If there is any conflict between the terms of the Agreement and the attached exhibits, the Agreement shall control.

129. No Waiver. The provisions of the Agreement may be waived only in a writing executed by the waiving Party. The waiver by one Party of any breach of this Agreement.

130. Modifications. This Agreement may be amended or modified only by a written agreement, signed by all Parties or their successors in interest or their duly authorized representatives, and with Court approval. No amendments or modifications to this Agreement may be made without written agreement of all Parties and Court approval.

131. Third-Party Beneficiaries. The Released Parties who are not signatories hereto shall be third-party beneficiaries under this Agreement and shall be entitled to enforce this Agreement in accordance with its terms. Aside from the Released Parties, this Agreement shall not inure to the benefit of any third party.

132. No Claims Arising from this Agreement. No person shall have any claim against any of the Released Parties, against Settlement Class Representative, or against counsel for any Party, based on distribution of benefits made substantially in accordance with this Agreement or related order(s) of the Court.

133. Severability. The provisions of this Agreement, except for the provisions in the Releases, are severable insofar as the partial or complete invalidity, illegality, or legal ineffectiveness of any term in the Agreement shall not affect the validity, legality or legal effectiveness of the remainder of such term or of any other terms therein.

134. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Release contained, received

independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

135. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members) and counsel for Defendant represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff, Settlement Class, Releasing Parties, and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

136. Execution. The Parties and their counsel may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same document.

Dated: 01 / 21 / 2025

Georgia Carol Workman

GEORGIA CAROL WORKMAN
Plaintiff

Dated: 01 / 21 / 2025

Shawn Judge

SHAWN JUDGE
GIBBS LAW GROUP LLP
Class Counsel

Dated: 23 January 2025


DocuSigned by:
Clint Bailey
A70D6F24087A405...
CLINT BAILEY
PARK NATIONAL BANK
Chief Legal Officer

Dated: 23 January 2025


Signed by:
Joe D'Andrea
A0B64E9288F84CE...
JOE D'ANDREA
SQUIRE PATTON BOGGS LLP
Counsel for Park National Bank

Signature Certificate

Reference number: CIJN2-LPEMA-YUQJT-HJW6D

Signer	Timestamp	Signature
Shawn Judge Email: skj@classlawgroup.com Sent: 21 Jan 2025 22:30:21 UTC Viewed: 22 Jan 2025 00:37:48 UTC Signed: 22 Jan 2025 00:38:43 UTC		
Recipient Verification: ✓ Email verified	22 Jan 2025 00:37:48 UTC	

IP address: 76.35.195.139
Location: Powell, United States

Georgia Carol Workman Email: carolworkman54@gmail.com Sent: 21 Jan 2025 22:30:21 UTC Viewed: 22 Jan 2025 01:20:38 UTC Signed: 22 Jan 2025 01:37:54 UTC		
Recipient Verification: ✓ Email verified	22 Jan 2025 01:20:38 UTC	

IP address: 76.34.98.154
Location: Coshocton, United States

Document completed by all parties on:
22 Jan 2025 01:37:54 UTC



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



EXHIBIT A

Exhibit A – Email and Postcard Notice

Georgia Carol Workman v. Park National Bank
(Case No. 2022 CV 01217)

LICKING COUNTY COURT OF COMMON PLEAS STATE OF OHIO

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS!**

Para una notificación en Español, llamar 1-xxx-xxx-xxxx o visit [\[WEBSITE\]](#).

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH PARK NATIONAL BANK (“DEFENDANT”) AND YOU WERE CHARGED CERTAIN FEES BETWEEN NOVEMBER 1, 2016, AND [\[insert preliminary approval date here\]](#), THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

The Licking County Court of Common Pleas in Licking County, Ohio, has authorized this Notice; it is not a solicitation from a lawyer.

You may be a member of the settlement class in *Georgia Carol Workman v. Park National Bank*, in which Named Plaintiff alleges that Defendant unlawfully assessed APPSN Fees between November 1, 2016, and [\[insert preliminary approval date here\]](#). APPSN Fees means overdraft fees that were charged and not refunded on transactions where there was a sufficient available balance at the time the transaction was authorized, but an insufficient cash balance at the time the transaction was presented to Defendant for payment and posted to a customer’s account. If you are a Class Member and if the settlement is approved, then you may be entitled to receive a cash payment from the \$510,000.00 Settlement Fund, as well as the total amount of Charge-Offs estimated to be \$75,000.00.

The Court has preliminarily approved this settlement. It will hold a Final Approval Hearing in this case on [\[INSERT DATE & ADDRESS\]](#). At that hearing, the Court will consider whether to grant final approval of the settlement and whether to approve payment from the Settlement Fund of up to \$5,000.00 to the Named Plaintiff for her services on behalf of the Class, up to one-third of the value of the settlement as attorneys’ fees, reimbursement of costs incurred by the attorneys, and payment of the Settlement Administrator’s estimated costs.

The Court appointed KalieGold PLLC and Gibbs Law Group LLP to represent all members of the Class. You may hire your own lawyer to represent you at your own expense. The Court has also appointed plaintiff Georgia Workman as Settlement Class Representative.

If the Court grants Final Approval of the settlement and you do not request to be excluded from the settlement, you will release your right to bring any claim covered by the settlement. In exchange, if you are a Class Member and are entitled to a refund, Defendant has agreed to issue a credit to your account if you are a current customer or a cash payment to you if you are no longer a customer.

To obtain a long form class notice, a copy of the full proposed settlement agreement, and other important documents, please visit [INSERT WEBSITE ADDRESS]. Alternatively, you may call [INSERT PHONE #].

If you do not want to participate in this settlement—which means you do not want to receive a credit or cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than [PARTIES TO INSERT DATE]. If you want to object to this settlement, you may object by submitting an objection postmarked no later than [PARTIES TO INSERT DATE]. You may learn more about the opt-out and objection procedures by visiting [PARTIES TO PROVIDE WEBSITE ADDRESS] or by calling [Insert Phone #].

EXHIBIT B

Long Form Notice

Georgia Carol Workman v. Park National Bank

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

**READ THIS NOTICE FULLY AND CAREFULLY.
THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!**

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH PARK NATIONAL BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES BETWEEN NOVEMBER 1, 2016, AND [INSERT PRELIMINARY APPROVAL DATE], THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT

The Licking County Court of Common Pleas in Ohio has authorized this Notice.
It is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you don't do anything, you will receive a payment from the Settlement Fund so long as you do not opt out of or exclude yourself from the settlement (described in the next box).
EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the settlement or "opt out." This means you choose not to participate in the settlement. You will keep your individual claims against Defendant, but you will not receive a payment for relevant fees and/or Overdraft Forgiveness. If you exclude yourself from the settlement but want to recover against Defendant, you will have to file a separate lawsuit or claim.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the settlement. If your objection is overruled by the Court, then you may receive a payment and/or Overdraft Forgiveness and you will not be able to sue Defendant for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

BASIC INFORMATION

1. What is this lawsuit about?

In the lawsuit, the Plaintiff alleges that Park National Bank assessed supposedly improper APPSN Fees between November 1, 2016, and [insert preliminary approval date].

The lawsuit being settled is entitled *Workman v. Park National Bank*, Civil Action No. 2022 CV 01217 pending in the Licking County Common Pleas Court in Ohio. The lawsuit is a “class action.” That means that the “Class Representative,” Georgia Carol Workman, is an individual who is acting on behalf of current and former customers who were assessed supposedly improper APPSN Fees between November 1, 2016, and [insert preliminary approval date]. The Class Representative has asserted claims for breach of contract, including breach of the covenant of good faith and fair dealing, and unjust enrichment.

Defendant denies any and all liability to Plaintiff and the members of the Settlement Class in the Action and believes it would ultimately be successful in its defense of all claims asserted in the Action, but nevertheless desires to settle the Action, and all claims that could have been alleged therein, on the terms set forth in this Agreement solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

2. Why did I receive this Notice of this lawsuit?

You received this Notice because Defendant’s records indicate that you were charged one or more APPSN Fees that are the subject of this action. The Court directed that this Notice be sent to all Class Members because each such member has a right to know about the proposed settlement and the options available to him or her before the Court decides whether to approve the settlement.

3. Why did the parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Class Representative’s and her lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Class Representative’s lawyers, known as “Class Counsel,” make this recommendation to the Class Representative. The Class Representative has the duty to act in the best interests of the class as a whole and, in this case, it is her belief, as well as Class Counsel’s opinion, that this settlement is in the best interest of all Class Members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees at issue. And even if it was contractually wrong to assess these fees, there is uncertainty about whether the Class Representative’s claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Class Representative was to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount, and it may take years of litigation before any payments would be made. By settling, the Class Members will avoid these and other risks and the delays associated with continued litigation.

Although Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the settlement?

If you received this notice, then Defendant's records indicate that you are a Class Member who is entitled to receive a payment or credit to your account.

YOUR OPTIONS

5. What options do I have with respect to the settlement?

You have three options: (1) do nothing and you will receive a payment according to the terms of this settlement; (2) exclude yourself from the settlement ("opt out" of it); or (3) participate in the settlement but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

There is no deadline to receive a payment. If you do nothing, then you will get a payment.

The deadline for sending a letter to exclude yourself from or opt out of the settlement is [REDACTED].

The deadline to file an objection with the Court is also [REDACTED].

7. How do I decide which option to choose?

If you do not like the settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the settlement may not be approved, and no payments will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the settlement is approved, then you may still get a payment and/or forgiveness of Overdraft Forgiveness and will be bound by the settlement.

If you want to participate in the settlement, then you don't have to do anything; you will receive a payment if the settlement is approved by the Court.

8. What has to happen for the settlement to be approved?

The Court has to decide that the settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the settlement at a "Fairness Hearing" or "Final Approval Hearing," which is currently scheduled for [REDACTED].

THE SETTLEMENT PAYMENT

9. How much is the settlement?

Defendant has agreed to create a Settlement Fund of \$510,000. It will also provide Overdraft Forgiveness, as defined in the Agreement.

As discussed separately below, attorneys' fees, litigation costs, and the costs paid to a third-party Claims Administrator to administer the settlement (including mailing and emailing Notice) will be paid out of the Settlement Fund. The Net Settlement Fund will be divided among all Class Members entitled to Class Member payments based on formulas described in the Agreement.

10. How much of the Settlement Fund will be used to pay for attorneys' fees and costs?

Class Counsel will request the Court to approve attorneys' fees of not more than \$ [REDACTED], equal to 33 1/3% of the Value of the Settlement and will request that it be reimbursed for litigation costs incurred in prosecuting the case. The Court will decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

11. How much of the Settlement Fund will be used to pay the Class Representatives Service Awards?

Class Counsel will request that the Class Representative be paid a Service Award in the amount of \$5,000 for her work in connection with this case. The Service Award must be approved by the Court.

12. How much will my payment be?

The balance of the Settlement Fund after attorneys' fees and costs, the Service Awards, and the Claims Administrator's fees, also known as the Net Settlement Fund, will be divided among all Class Members entitled to Class Member payments in accordance with the formulas outlined in the Agreement. Current customers of Defendant will receive a credit to their accounts for the amount they are entitled to receive. Former customers of Defendant shall receive a check from the Claims Administrator. Class Members entitled to Overdraft Forgiveness shall receive this benefit automatically.

13. Do I have to do anything if I want to participate in the settlement?

No. If you received this Notice, then you may be entitled to receive a Class Member payment and/or Overdraft Forgiveness without having to make a claim, unless you choose to exclude yourself from the settlement, or "opt out."

14. When will I receive my payment?

The Court will hold a Final Approval Hearing on [REDACTED], at [REDACTED] to consider whether the settlement should be approved. If the Court approves the settlement, then payments should be made, or credits should be issued within 60 days of the Effective Date. However, if someone objects to the settlement, and the objection is sustained, then there is no settlement. Even if all objections are overruled and the Court approves the settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the settlement?

If you do not want to receive a payment or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or “opt out.”

To opt out, you **must** send a letter to the Claims Administrator saying that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Workman v. Park National Bank* class action.” Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your exclusion or opt out request must be postmarked by [REDACTED] and sent to:

Workman v. Park National Bank

Claims Administrator

Attn: ADDRESS OF THE CLAIMS ADMINISTRATOR

16. What happens if I opt out of the settlement?

If you opt out of the settlement, you will preserve and not give up any of your rights to sue Defendant for the claims alleged in this case. However, you will not be entitled to receive a payment from the settlement.

OBJECTING TO THE SETTLEMENT

17. How do I notify the Court that I do not like the settlement?

You can object to the settlement or any part of it that you do not like **IF** you do not exclude yourself, or opt-out, from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written document by mail or private courier (e.g., Federal Express) to the Claims Administrator at the address below. Your objection must include the following information:

- A statement of your intention to object to the settlement in the *Workman v. Park National Bank* class action;
- Your name, address, telephone number, the last four digits of your account number or former account number, and the contact information for any attorney you have retained in connection with this case;
- A statement of the factual and legal basis for each objection and any exhibits you wish the Court to consider in connection with the objection;
- A statement as to whether you intend to appear at the Final Approval Hearing, either in person or through an attorney, and, if through an attorney, identifying the attorney by name, address, and telephone number; and

- Your signature.

All objections must be post-marked no later than [REDACTED] and must be mailed to the Claims Administrator as follows:

CLAIMS ADMINISTRATOR
Workman v. Park National Bank Claims Administrator Attn: ADDRESS OF THE CLAIMS ADMINISTRATOR

18. What is the difference between objecting and requesting exclusion from the settlement?

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate for the Class Members, and you are asking the Court to reject it. You can object only if you do not opt out of the settlement. If you object to the settlement and do not opt out, then you are entitled to a Class Member payment and/or forgiveness of Overdraft Forgiveness if the settlement is approved, but you will release claims you might have against Defendant. Excluding yourself or opting-out is telling the Court that you do not want to be part of the settlement, do not want to receive a Class Member payment or Overdraft Forgiveness, or do not want to release claims you might have against Defendant for the claims alleged in this lawsuit.

19. What happens if I object to the settlement?

If the Court sustains your objection, or the objection of any other Class Member, then there is no settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the settlement.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval or Fairness Hearing at [REDACTED] on [REDACTED], 2025 at [REDACTED] which is located at [REDACTED]. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and the amount of the Service Awards to the Class Representatives. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at [WEBSITE].

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

22. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 18, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing."

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as "Class Counsel" will represent you and the other Class Members.

24. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

25. Who determines what the attorneys' fees will be?

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for attorneys' fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application at the website established by the Claims Administrator.

GETTING MORE INFORMATION

This Notice only summarizes the proposed settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [\[WEBSITE\]](#).

For additional information about the settlement and/or to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Claims Administrator as follows:

Workman v. Park National Bank

Claims Administrator

Attn: [ADDRESS OF THE CLAIMS ADMINISTRATOR](#)

For more information, you also can contact the Class Counsel and Defense Counsel as follows:

Shawn Judge
Mark Troutman
GIBBS LAW GROUP LLP

1554 Polaris Parkway, Suite 325
Columbus, OH 43240

Joe D'Andrea
SQUIRE PATTON BOGGS (US) LLP
2000 Huntington Center
41 South High Street
Columbus, OH 43215

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF
DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***

EXHIBIT B

**COURT OF COMMON PLEAS
LICKING COUNTY, OHIO
GENERAL DIVISION**

GEORGIA CAROL WORKMAN,
individually and on behalf of all others
similarly situated,

Plaintiff,

Case No. 22-CV-01217

v.

Judge W. David Branstool

PARK NATIONAL BANK,

Defendant.

STATE OF OHIO,

COUNTY OF DELAWARE, SS:

**AFFIDAVIT OF MARK H. TROUTMAN
IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Mark Hayden Troutman, having been first duly sworn, deposes and says:

1. I am counsel of record for Plaintiff and the proposed Class in the above captioned matter. I submit this affidavit in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement. Unless otherwise noted, I have personal knowledge of the facts set forth in this affidavit and could and would testify competently to them if called upon to do so.

Class Counsel's Experience

2. Class Counsel have significant experience in consumer class-action litigation involving bank-fee practices. Class Counsel is highly experienced in consumer class action

litigation, as demonstrated by their firm resumes, and have brought that significant experience to bear in litigating and settling this case.

3. Class Counsel is particularly experienced in litigation, class certification, trial, and settlement of consumer class action cases nationwide.

4. Class Counsel collectively have decades of experience litigating consumer class actions against financial institutions and have litigated and settled dozens of class actions involving wrongful overdraft fees, non-sufficient fund fees, and other types of wrongful fees.

Gibbs Law Group LLP

5. Gibbs Law Group LLP (“GLG”) is a 40-plus attorney law firm that represents plaintiffs and injured parties in class actions, mass torts, and mass arbitrations. Over the past ten years, GLG has recovered over \$2.5 billion for its clients. GLG attorneys have been appointed to leadership positions in hundreds of class actions in state and federal courts throughout the United States and its territories. David Berger, who leads GLG’s bank fee litigation practice, has litigated dozens of cases asserting claims similar to those in this matter. In addition, Mr. Berger is currently serving as court-appointed lead counsel in *In re US Fertility LLC Data Security Litigation*, No. 8-21-CV-00299-PJM (D. Md.); *In re MGM Resorts International Data Breach Litigation*, No. 2:20-cv-00376-GMN-NJK (D. Nev.); and *In re Equifax Fair Credit Reporting Act Litigation*, No. 1:22-cv-03072-LMM (N.D. Ga.), among other matters. Mr. Berger previously was a key member of the litigation teams in cases including *In re Equifax Data Breach*, No. 17-md-2800-TWT (N.D. Ga.) (the largest data breach settlement in history) and *In re Anthem, Inc. Data Breach Litigation*,

No. 15-md-2617-LHK (N.D. Cal.) (the largest data breach settlement in history at the time).

GLG's firm resume is attached hereto as **Exhibit A.**¹

KalielGold PLLC

6. KalielGold PLLC also has extensive class action experience. The firm has been appointed as class counsel in numerous class actions, including, but not limited to *Robinson v. First Hawaiian Bank*, No.17-1-0167-01 GWBC (1st Cir. Haw.); *Liggio v. Apple Federal Credit Union*, No. 18-cv-01059 (E.D. Va.); *Brooks et al. v. Canvas Credit Union*, No. 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.); *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.); and *Walters v. Target Corporation*, No. 3:16-CV-01678-L-MDD (S.D. Cal.); *Lambert v Navy Federal Credit Union*, No. 1:19-cv-00103 (E.D. Va.); *Perks v Activehouse d/b/a Earnin*, No. 5:19-cv-05543 (N.D. Cal.); *White v Members 1st Credit Union*, No. 1:19-cv-00556 (M.D. Pa.), and numerous actions in state courts across the country. A listing of KG's leadership roles and notable cases can be found in the firm's resume, attached hereto as **Exhibit B.**

The Litigation

7. According to Defendant's records, there are hundreds of persons in the Settlement Class.

8. The potential for damages for each Class Member are relatively small.

9. Class Counsel have been personally involved in all aspects of my firm's work in this litigation that resulted in the Settlement. Class Counsel has vigorously represented the interests of the Settlement Class Members throughout the course of the litigation and settlement process.

¹ The attached GLG firm resume lists all current GLG attorneys. The GLG attorneys primarily responsible for this matter are David M. Berger, Shawn K. Judge, Mark H. Troutman, and Sierra Morris.

10. Class Counsel thoroughly investigated and analyzed Named Plaintiff's claims and vigorously litigated the action through written discovery and various meet and confer conferences with Defendant's Counsel, in retaining an expert to analyze damages, in briefing opposition to the motions to dismiss, and in evaluating the strengths and weaknesses of the claims and defenses in order to formulate an appropriate foundation upon which to negotiate and settle the claims at mediation.

11. Class Counsel relied on their experience presenting expert evidence and litigating the key legal issues in other major bank fee cases to assist in evaluating the merits of this case.

12. The Named Plaintiff has vigorously prosecuted this case for the benefit of all Class Members by filing the underlying action, providing documents, reviewing the pleadings, conferring with Class Counsel, sitting for a deposition, and providing input in crafting and approving the Settlement.

13. Class Counsel, who are well versed in the facts of litigation and have significant experience in litigating consumer protection class actions, strongly believe that the Settlement is in the best interests of the Classes.

14. The Parties, both of which are represented by capable and experienced class action counsel, aggressively negotiated before mediator C. Craig Woods of Woods Law & Dispute Resolution, LLC.

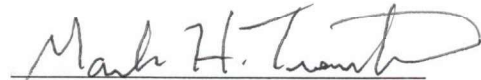
15. Importantly, the Parties did not discuss attorneys' fees and costs, or any potential service award, until they first accepted the mediator's proposal, agreeing on the material terms of the settlement, including the Class definition, class benefits, and scope of the Release.

16. After considering the strengths and risks inherent in this litigation, it is apparent that the Settlement constitutes an exceptional recovery for the settlement Class, as the substantial

monetary benefit conferred on the Class Members represents approximately 50% of their total potential damages in APPSN Fees that they were allegedly improperly charged by Defendant during the class period.

17. The Parties spent significant time negotiating the terms of the final written Agreement, which is now presented to the Court for approval. At all times, these negotiations were made in good faith and at arm's-length, and while courteous and professional, the negotiations were intense and hard-fought on both sides.

FURTHER AFFIANT SAYETH NOT.



Mark H. Troutman (0076390)

GIBBS LAW GROUP LLP

1554 Polaris Parkway, Suite 325


Columbus, OH 43240

Telephone: (510) 350-9700

Facsimile: (510) 350-9701

mht@classlawgroup.com

Sworn to before me and subscribed in my presence this 24th day of January 2025.



(Printed Name)



(Signature of Notary Public)

Notary Public, State of Ohio

My Commission Expires: 8.17.26

EXHIBIT A

Firm Resume

Gibbs Law Group is a national litigation firm providing the highest caliber of representation to plaintiffs in class and collective actions in state and federal courts, and in arbitration matters worldwide. The firm serves clients in consumer protection, securities and financial fraud, antitrust, whistleblower, personal injury, and employment cases.

The firm regularly prosecutes multi-state class actions and has one of the best track records in the country for successfully certifying classes, developing practical damages methodologies, obtaining prompt relief for class members victimized by unlawful practices, and working cooperatively with other firms.

Our attorneys take pride in their ability to simplify complex issues; willingness to pursue narrow and innovative legal theories; ability to work cooperatively with other plaintiffs' firms; and desire to outwork and outlast well-funded defense teams.

In less than a decade since its 2014 founding, the firm has recovered over \$2.5 billion for its clients. During that time, the firm has been honored repeatedly for the quality of its work and the results delivered to its clients, including:

- Top Law Firm, California Litigation: Mainly Plaintiffs – *Chambers USA*, 2024, 2023, 2022
- Class Action Practice Group of the Year, *Law360*, 2023, 2019
- Top Boutique Law Firms in California, *Daily Journal*, 2019

These accolades have also included individual recognition of many of the firm's attorneys:

- Top Class Action Attorneys Under 40, *Law360 Rising Stars*, 2024 (Amanda Karl)
- Top Women Lawyers in California, *Daily Journal*, 2024 (Rosemary Rivas)
- California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2023 (Andre Mura, Steven Tindall, Zeke Wald)
- Top Women Lawyers in California, *Daily Journal*, 2023, 2021 (Amy Zeman)
- Top Plaintiff Lawyers in California, *Daily Journal*, 2021 (Andre Mura, Amy Zeman)
- Product Liability MVP, *Law360*, 2021 (Amy Zeman)
- Lawyer of the Year- Mass Torts/ Class Action, *Best Lawyers*, 2022 (Eric Gibbs)
- Titans of the Plaintiffs Bar, *Law360*, 2019 (Eric Gibbs)
- California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2019 (Eric Gibbs)
- California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2019 (Steven Tindall)
- Top Plaintiff Lawyers in California, *Daily Journal*, 2020, 2019, 2016 (Eric Gibbs)
- Cybersecurity and Privacy MVP, *Law360*, 2018 (Eric Gibbs)
- Top Cybersecurity/ Privacy Attorneys Under 40, *Law360 Rising Stars*, 2017 (Andre Mura)
- Top Class Action Attorneys Under 40, *Law360 Rising Stars*, 2017 (Dave Stein)
- Top 40 Lawyers Under 40, *Daily Journal*, 2017 (Dave Stein)

1111 Broadway, Suite 2100, Oakland, CA 94607

☎ 510 350 9700

📠 510 350 9701

www.ClassLawGroup.com

ATTORNEYS

Partners

Eric Gibbs	p. 2
David Berger	p. 5
Eileen Epstein Carney	p. 7
Dylan Hughes	p. 8
Amanda Karl	p. 9
Linda Lam	p. 11
Steve Lopez	p. 12
Andre Mura	p. 13
Rosemary Rivas	p. 15
Dave Stein	p. 17
Steven Tindall	p. 19
Amy Zeman	p. 21

Of Counsel & Counsel

Josh Bloomfield	p. 23
Aaron Blumenthal	p. 24
Spencer Hughes	p. 25
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Brian Johnson	p. 27
Shawn Judge	p. 28
Daniel Leathers	p. 29
Rosanne Mah	p. 30
Karen Barth Menzies	p. 31
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Associates

Brian Bailey	p. 35
Emily Beale	p. 36
Delaney Brooks	p. 37
Jane Farrell	p. 38
Sadie Hillier	p. 39
Hanne Jensen	p. 40
Anna Katz	p. 41
Jeff Kosbie	p. 42
Emma MacPhee	p. 43
Ashleigh Musser	p. 44
Jake Seidman	p. 45
Jennifer Sun	p. 46
Wynne Tidwell	p. 47
Zeke Wald	p. 48
Taylor Walters	p. 49

Staff Attorneys

Dorry Gardner	p. 50
Sierra Morris	p. 51
Alyssa Prothero	p. 52

SIGNIFICANT RECOVERIES

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Government Reform	p. 60

Diversity, Equity & Inclusiveness

Gibbs Law Group is committed to diversity, inclusion, and racial justice in everything we do. Our commitment to equity and opportunity starts within our firm and extends to our community and to our work. We seek to create a culture where our employees feel comfortable bringing their full selves to work, and where we have the knowledge and skills necessary to effectively advocate for our diverse clients.

To support our goal of advancing equity both inside and outside our firm, we created an Equity, Diversity and Inclusion Task Force comprised of partners, associates, and staff. The Task Force is working to promote diversity among our employees, the clients we represent, and the causes we support. Some of the Task Force's work to date includes:

- Implementing modifications to the firm's hiring practices to diversify our applicant pool and to prioritize diversity in hiring and retention.
- Participated in the California State Bar's annual summit on diversity and equity in the legal profession.
- Outreach to diversity-focused law school organizations to expand awareness of complex litigation opportunities and ensure a diverse pool of applicants.
- Identifying and supporting diversity-focused legal organizations and non-profits.
- Maximizing the firm's capacity for social change in the community.
- Commitment to implementing annual anti-bias and microaggressions trainings.

Voting Rights Task Force

Gibbs Law Group is proud to have launched our Voting Rights Task Force, through which we have been participating in efforts to protect and expand civic participation across the country. The Task Force seeks to identify specific opportunities for both our attorneys and staff to promote voter engagement and maximize voter participation. We implemented new programs to promote firmwide involvement in protecting and expanding the right to vote, including:

- Making Election Day a firm holiday.
- Allowing support staff to bill a set number of hours per week to Voting Rights Task Force efforts, including with nonprofit organizations.
- Encouraging attorney participation in voter protection volunteer opportunities during elections, including staffing voter protection hotlines, poll watching, and helping triage issues that arise.



Eric H. Gibbs | Partner

Eric Gibbs prosecutes antitrust, consumer protection, whistleblower, financial fraud and mass tort matters. He has been appointed to leadership positions in dozens of contested, high profile class actions and coordinated proceedings. Eric has recovered billions of dollars for the clients and classes he represents and has negotiated groundbreaking settlements that resulted in meaningful reforms to business practices and have favorably impacted plaintiffs' legal rights.

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Practice Emphasis

Antitrust & Unfair Competition
Banking and Financial Fraud
Class Actions
Consumer Protection
Mass Personal Injury
Whistleblower

Education

Seattle University School of
Law, J.D., 1995
San Francisco State
University, B.A., 1991

Awards & Honors

"Lawyer of the Year," Best
Lawyers in America for Class
Actions/ Mass Tort Litigation
(2022)

Nationwide Products Liability:
Plaintiffs – Band 4,
Chambers USA, 2024, 2023,
2022

Lawdragon 500 Leading
Plaintiff Consumer Lawyer,
2019-2024

Titans of the Plaintiffs Bar,
Law360, 2019

California Lawyer Attorney of
the Year Award, 2019

Top Plaintiff Lawyers in
California for 2020, 2019,
2016, Daily Journal

Cybersecurity & Privacy
MVP, Law360, 2018

Consumer Protection MVP,
Law360, 2016

AV Preeminent® Peer
Review Rated by Martindale-
Hubbell

Admissions

California

Reputation and Recognition by the Courts

In over 20 years of practice, Eric has developed a distinguished reputation with his peers and the judiciary for his ability to work efficiently and cooperatively with co-counsel, and professionally with opposing counsel in class action litigation.

"[Mr. Gibbs] efficiently managed the requests from well over 20 different law firms and effectively represented the interests of Non-Settling Plaintiffs throughout this litigation."

- Hon. G. Wu, *In re Hyundai & Kia Fuel Economy Litig.* (C.D. Cal)

"The attorneys who handled the case were particularly skilled by virtue of their ability and experience."

- Hon. D. Debevoise, *In re: Mercedes-Benz Teleaid Contract Litig.* (D. N.J.)

"They are experienced and knowledgeable counsel and have significant breadth of experience in terms of consumer class actions."

- Hon. R. Sabraw, *Mitchell v. Am. Fair Credit Assoc'n* (Alameda Cty. Superior Ct.)

"Representation was professional and competent; in the Court's opinion, counsel obtained an excellent result for the class."

- Hon. J. Fogel, *Sugarman v. Ducati N. Am.* (N.D. Cal)

Achievements and Leadership

Eric has been recognized as a leading lawyer in class and mass actions. In 2019, *Law360* recognized Eric among its "Titans of the Plaintiffs Bar," one of only 10 attorneys nationwide to receive the prestigious award. He also received the 2019 *California Lawyer Attorney of the Year (CLAY) Award* for his work in the Anthem Data Breach Litigation. *Daily Journal* named him to its coveted list of "Top Plaintiff Lawyers in California" for 2020, 2019 and 2016. *Law360* recognized Eric as a "2016 Consumer Protection MVP," (the only plaintiff-side lawyer in the country selected in that category) and as a "2018 Cybersecurity & Privacy MVP." Consumer Attorneys of California selected Eric and co-counsel as finalists for *Consumer Attorney of the Year* for achieving a \$100 million settlement in the Chase "Check Loan" Litigation. His cases have been chronicled in major legal and news publications including *NBC News*, *CNN*, the *National Law Journal*, *The New York Times*, *Market Watch*, and *Bloomberg News*. Eric holds a variety of leadership positions in professional associations for consumer advocacy, and he frequently presents on developing trends in the law at conferences throughout the country.

Litigation Highlights

In re Anthem, Inc. Data Breach Privacy Litigation – Served as a court-appointed member of the Plaintiffs' Steering Committee representing the interests of plaintiffs and putative class members following a massive data breach of approximately 80 million personal records. The lawsuit settled in August 2018 for \$115 million, the largest data breach settlement in history at the time.

In re Chase Bank U.S.A., N.A. “Check Loan” Contract Litigation – multidistrict litigation that alleged Chase Bank wronged consumers by offering long-term fixed-rate loans, only to later more-than-double the required loan payments. Eric led negotiations in the case, which resulted in a \$100 million settlement with Chase eight weeks prior to trial.

In re Adobe Systems Inc. Privacy Litigation – As court-appointed lead counsel, Eric and his team reversed a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41 page decision in plaintiffs’ favor and Eric negotiated a comprehensive reform of Adobe’s data security practices. The court’s landmark decision on Article III standing in this case marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

In re Hyundai & Kia Fuel Econ. Litigation – As court-appointed liaison counsel, Eric reconciled the plaintiffs’ interests and coordinated discovery and settlement negotiations. He helped finalize a settlement with an estimated value of up to \$210 million.

Skold v. Intel Corp. – After more than a decade of litigation, Eric as lead counsel achieved a nationwide class action settlement on behalf of approximately 5 million consumers of Intel Pentium 4 processors. The lawsuit changed Intel’s benchmarking practices and Intel agreed to a cash settlement for the class, along with \$4 million in charitable donations.

Parkinson v. Hyundai Motor America – Eric served as class counsel in this lawsuit alleging that the flywheel and clutch system in certain Hyundai vehicles was defective. After achieving nationwide class certification, Hyundai agreed to a settlement that provided for 50-100% reimbursements to class members for their repairs and full reimbursement for rental vehicle expenses.

De La Cruz v. Masco Retail Cabinet Group – Eric served as lead attorney litigating the collective claims of dozens of misclassified account representatives for overtime pay under the Fair Labor Standards Act (FLSA). Successfully certified a class of current and former Masco account representatives and personally arbitrated the case to judgment obtaining full recovery for the class.

In re Providian Credit Card Cases – Eric played a prominent role in this nationwide class action suit brought on behalf of Providian credit card holders alleging that Providian engaged in unlawful and fraudulent business practices in connection with the marketing and fee assessments for its credit cards. The Honorable Stuart Pollack approved a \$105 million settlement, plus injunctive relief—one of the largest class action recoveries in the United States arising out of consumer credit card litigation.

Professional Affiliations

American Association for Justice
American Bar Foundation- Fellow
Consumer Attorneys of California
National Association of Consumer Advocates
Public Justice Foundation- Class Action Preservation Project Committee



David M. Berger | Partner

David represents plaintiffs in class actions with a special emphasis on data breach, privacy, and financial services litigation. He currently serves as court-appointed co-lead counsel in matters including *In re: MGM Customer Data Sec. Litigation* (D. Nev.); *In re: Equifax, Inc. Fair Credit Reporting Act Litigation* (N.D. Ga.); *In re: Sequoia Benefits and Insurance Data Breach Litigation* (N.D. Cal.); and *In re US Fertility LLC Data Security Litigation* (D. Md.). David also has represented victims in some of the largest and most influential data privacy and security cases, including litigation against Equifax, Anthem, Vizio, Adobe, Banner Health, and Excellus BlueCross BlueShield. David has repeatedly obtained record-breaking settlements on behalf of his clients, including in the Equifax and Anthem data breach cases, which set successive records for the largest data breach settlement in history.

David is widely regarded as a leader in litigation involving data breach and privacy, which is underscored by his broad technical expertise—from hacking techniques and cybersecurity controls to industry standard IT practices, information security frameworks, and auditing processes. He has deposed Chief Information Security Officers and information security professionals at Fortune 500 corporations, worked with expert witnesses on cutting-edge cybersecurity and damages theories, and supervised large-scale document review teams poring over millions of technical documents in a compressed timeframe.

Outside of his litigation experience, David is an active member of the class action legal community. He is the former chair of the American Association for Justice’s Consumer Privacy and Data Breach Litigation Group. He is also an active member of The Sedona Conference’s Working Group on Data Security and Privacy Liability, which identifies and comments on trends in data security and privacy jurisprudence to move the law forward in a reasoned and just way. David was a member of The Sedona Conference’s Biometric Security Brainstorming Group, and the Breach Notification Statutes Brainstorming Group. David is also frequently invited to present at conferences and symposia on information security and privacy issues and consumer class actions.

Prior to joining Gibbs Law Group, he served as a law clerk to the Honorable Laurel Beeler, Northern District of California (2011-2014). Before law school, David worked as a magazine editor and television presenter in Taiwan and managed an outdoor center on an island off the West Coast of Scotland.

Litigation Highlights

In re Equifax, Inc. Customer Data Security Breach Litigation – In securing what was described by the court as “the largest and most comprehensive recovery in a data breach case in U.S. history by several orders of magnitude,” David played an integral role by negotiating key business practice changes including overhauling Equifax’s handling of consumers’ personal information and data security and requiring that the company spend at least \$1 billion for data security and related technology over five years in addition to comprehensive technical and governance reforms.

In re Anthem, Inc. Data Breach Privacy Litigation – Key member of the litigation team representing interests of plaintiffs and putative class members following massive data breach of approximately 80 million personal records, including names, dates of birth, Social Security numbers, health care ID numbers, email and physical addresses, employment information, and income data. The lawsuit settled in August 2018 for \$115 million, the largest data breach settlement in history.

Fero v. Excellus Health Plan Inc. – Key member of the litigation team representing the interests of 7 million Excellus health plan subscribers and 3.5 million Lifetime subscribers whose personal and medical information was compromised.

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Practice Emphasis

Class Actions
Consumer Protection
Privacy

Education

Northwestern University
School of Law, J.D., 2008
University of Wisconsin,
Madison, B.A., 1998

Admissions

California

In re Adobe Systems Inc. Privacy Litigation – Key member of the litigation team that succeeded in reversing a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41-page decision in plaintiffs’ favor and the settlement resulted in a comprehensive reform of Adobe’s data security practices. The court’s landmark decision on Article III standing marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

In re Equifax, Inc. Fair Credit Reporting Act Litigation – Court-appointed Interim Co-lead counsel in ongoing litigation against Equifax related to the company reporting inaccurate credit information on approximately 2.5 million Americans who applied for mortgages, loans, and credit cards between March 17 and April 6, 2022.

Smallman v. MGM Resorts International – Interim Co-lead Counsel in ongoing litigation against MGM, following the 2020 data breach in which the personal data of 10.6 million MGM customers was stolen and posted on underground hacking forums.

In re Sequoia Benefits Data Breach Litigation – Court-appointed Interim Class Counsel in ongoing litigation against Sequoia Benefits regarding the 2022 data breach which exposed and compromised the sensitive information of numerous employees, including Social Security numbers, member IDs, and wage data.

Awards & Honors

Northern California Super Lawyers (2021-2024)

Rising Star, Northern California Super Lawyers (2016-2018)

Professional Affiliations

American Association for Justice- Consumer Privacy and Data Breach Litigation Group
(Former Chair)

Member, Sedona Conference’s Working Group on Data Security and Privacy Liability
Co-Chair, Sedona Conference’s WG11 Brainstorming Group “Exploring Greater
Efficiencies in Data Breach and Privacy Class Action Litigation”

Consumer Attorneys of California

National Civil Justice Institute

Selected Presentations and Publications

Presenter, “Cybersecurity Issues Affecting Health Benefit Plans,” U.S. Department of Labor, Advisory Council on Employee Welfare and Pension Benefit Plans, July 2022.

Presenter, "Internet Data Accumulation and Protection," Pound Civil Justice Institute, The Internet and the Law: Legal Challenges in the New Digital Age, November 2021.

Presenter, "Facial Recognition Technology Bans," The Sedona Conference, Annual Meeting of Working Group 11 on Data Security and Privacy Liability, April 2021.

Presenter, "Privacy and Data Breach Class Actions," Western Alliance Bank Class Action Law Forum 2020, March 2020.

Presenter, “Communicating with the Class,” Class Action Mastery Forum, January 2019.

Presenter, “Hot Topics in Consumer Class Actions Against Insurers: Filed Rate Doctrine, Standing, and Reverse Preemption of RICO Claims,” Sacramento California Insurance Regulation and Litigation Seminar, Clyde & Co., March 2018.

Presenter, “Winning strategies in privacy and data security class actions: the plaintiffs' perspective,” Berkeley Center for Law & Technology, Berkeley Law School, January 2017.



Eileen Epstein Carney | Partner

Eileen represents investors and consumers who have been harmed by financial fraud and other corporate misconduct. This includes oversight of investigation into alleged Ponzi schemes, securities fraud, and other financial scams. Eileen helps run initial case investigations and deploys her substantial experience to ensuring that the victims of financial fraud are made whole.

Eileen is also deeply involved in the day-to-day operations of Gibbs Law Group. She executes on the firm's strategic vision with a focus on recruiting talented and diverse professionals, training, mentorship, community engagement, and client-focused activities. She previously spent seven years as the Director of Business Development at Gibbs Law Group, leading the firm's marketing, business development and public relations activities. She has more than 15 years of experience in legal marketing and business development, with a proven track record of success overseeing teams and implementing firm-wide strategies for new business growth, marketing and media relations.

Eileen earned a J.D. from American University, Washington College of Law, and graduated *magna cum laude*, *Phi Beta Kappa*, from Lehigh University with a B.A. in journalism.

She is admitted to practice law in Minnesota.

Professional Affiliations

American Association for Justice

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Education

American University
Washington College of Law,
J.D., 2005
Lehigh University, B.A., *magna cum laude*, *Phi Beta Kappa*,
2002

Admissions

Minnesota



Dylan Hughes | Partner

Dylan Hughes concentrates his practice on investigating and prosecuting fraud matters on behalf of whistleblowers, consumers and employees who have been harmed by corporate misconduct. He coordinates initial case evaluations and analyses in a variety of practice areas and has substantial experience in matters involving health care fraud, particularly in the Medicare and pharmaceutical contexts. Dylan represents consumers in cases ranging from false advertising to defective products, and employees in misclassification and wage and hour cases under state and federal laws.

Mr. Hughes has extensive experience prosecuting complex personal injury cases. He helped to obtain millions of dollars for women who suffered blood clots and other serious injuries after taking birth control pills. He has also represented clients injured by defective medical devices, including defibrillators, blood filters, as well as back pain implants. Mr. Hughes was part of the team that recently settled a case alleging medical malpractice for a spinal surgery that resulted in partial paralysis.

Mr. Hughes began his career as a law clerk for the Honorable Paul A. Mapes, Administrative Law Judge of the Office of Administrative Law Judges, United States Department of Labor. He is a member of the American Bar Association, Consumer Attorneys of California, American Association for Justice Class Action Litigation Group and the Consumer Rights Section of the Barristers Club.

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Practice Emphasis

Class Actions
Consumer Protection
Employment Law
Whistleblower

Education

University of California College
of the Law, San Francisco, J.D.,
2000
University of California at
Berkeley, B.A., 1995

Admissions

California

Litigation Highlights

Skold v. Intel Corp. – Key member of the legal team in this decade-long litigation that achieved a nationwide class action settlement on behalf of approximately 5 million consumers of Intel Pentium 4 processors. The lawsuit changed Intel’s benchmarking practices and Intel agreed to a cash settlement for the class, along with \$4 million in charitable donations.

In re Adobe Systems Inc. Privacy Litigation – Key member of the litigation team that succeeded in reversing a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41-page decision in plaintiffs’ favor and the settlement resulted in a comprehensive reform of Adobe’s data security practices. The court’s landmark decision on Article III standing in this case marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

Velasco v. Chrysler Group LLP (n/k/a FCA US LLC) – represented consumers who alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. In addition to negotiating a recall of all 2012-13 Jeep Grand Cherokee and Dodge Durango vehicles, the lawsuit also resulted in Chrysler reimbursing owners for all repair and rental car expenses, and extending its warranty.

Parkinson v. Hyundai Motor America – certified a nationwide class alleging Hyundai sold vehicles with defective flywheel systems, resulting in a favorable settlement for the class.

Awards & Honors

Northern California Super Lawyer (2012-2024)

Professional Affiliations

Consumer Attorneys of California
American Association for Justice- Class Action Litigation Group



Amanda Karl | Partner

Amanda Karl represents consumers, employees and others who have been harmed by corporations. She has prosecuted a wide range of complex cases, including product defect, failure-to-warn, wage and hour, data breach, sexual assault, and securities cases, within a variety of industries. In 2024 she was honored as a Rising Star by *Law360*, a highly selective award that recognizes top attorneys under the age of 40.

In addition to her case achievements, Amanda is deeply committed to mentorship and expanding the pathway for plaintiffs' lawyers from underrepresented backgrounds. She has supported many law school recruiting efforts, most recently playing a key role in the development and candidate selection process of the firm's 1L Diversity Fellowship. For the firm's new associates and summer associates, Amanda has helped conceptualize and oversee onboarding and training.

Amanda has also spearheaded the creation of Gibbs Law Group's Voting Rights Task Force, which seeks to identify opportunities for both attorneys and staff to promote voter engagement and maximize voter participation. Under Amanda's guidance, the firm has not only participated in voting rights litigation, but has also implemented several internal programs to promote involvement across the firm in protecting and expanding the right to vote.

Amanda is a 2014 graduate (Order of the Coif) of the University of California at Berkeley School of Law, where she served as the Managing Editor of the California Law Review and Director of the Workers' Rights Disability Law Clinic. During law school, she worked as a Clinical Law Student at the East Bay Community Law Center, assisting with litigation targeting criminal record reporting violations, and as a law clerk at Equal Rights Advocates, working on women's employment issues. Following graduation from law school, she served as a law clerk to the Honorable Richard A. Paez, United States Court of Appeals for the Ninth Circuit and to the Honorable Claudia Wilken, Northern District of California. Amanda received her undergraduate degree, *magna cum laude*, in Sociology and Human Rights from Columbia University in 2009.

Outside of work, Amanda serves on the Board of Directors of the East Bay Community Law Center, a legal nonprofit organization that is both the largest provider of free legal services in the East Bay Area and Berkeley Law's largest clinical offering. She also enjoys reading, strength training, and exploring new places and foods with her husband and kids.

Litigation Highlights

A.B. v. Regents of the University of California – Represented former patients of ex-UCLA OB-GYN Dr. James Heaps in a class action lawsuit alleging Title IX violations and sexual harassment against both Heaps and UCLA. Amanda was a key member of the team that achieved a \$73 million dollar settlement, which will compensate over 5,500 women who received treatment from Dr. Heaps. Amanda was involved in nearly all aspects of the litigation, and, among other things, was the primary drafter of the final settlement approval brief; final settlement approval was granted on November 10, 2021.

Pote v. Handy Technologies – In prosecuting a case for alleged Labor Code violations, Amanda spearheaded briefing and argued before the California Court of Appeal that an order denying a motion to compel arbitration should be affirmed. The court ruled unanimously in Plaintiff's favor, affirming the trial court's ruling.

GreenSky Litigation – Represents consumers who took out loans for home maintenance repairs and were charged hidden fees by GreenSky, Inc. In addition to leading the firm's day-to-day work on this case, Amanda spearheaded briefing and led oral arguments to defeat GreenSky's attempt to dismiss plaintiff's claims when GreenSky filed a motion for partial judgment on the pleadings.

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Education

University of California at Berkeley, J.D., *Order of the Coif*, 2014
Columbia University, B.A., *magna cum laude*, 2009

Admissions

California

Shuman v. SquareTrade – Appointed class counsel to represent consumers who were allegedly underpaid by SquareTrade in connection with their product protection plans. Amanda and the team achieved an uncapped settlement that made 100% reimbursement available to class members and also required SquareTrade to reform its business practices. Amanda and the team overcame three motions to dismiss, a motion for summary judgment, and a motion to compel arbitration. Amanda was personally involved with much of the briefing and spearheaded the firm’s offensive discovery efforts.

Reyes v. Chilton – Represents Latino voters and community organizations challenging alleged discrimination and wrongful rejection of mail-in ballots in Washington's Benton, Yakima and Chelan counties.

Apple Unauthorized Data Use Class Action Lawsuit – Represents iPhone users whose cellular data Apple allegedly consumed without users’ knowledge or permission. Amanda oversees the firm’s day-to-day litigation efforts in this matter.

Deora v. NantHealth – Represented a certified class of investors in litigation alleging multiple violations of federal securities laws related to the healthcare technology company’s initial public offering in 2016. Amanda was a member of the team that achieved a \$16.5 million dollar settlement in favor of NantHealth investors.

Awards & Honors

Top Class Action Attorneys Under 40, *Law360 Rising Stars* (2024)
Rising Star, *Northern California Super Lawyers* (2018-2024)

Professional Affiliations

East Bay Community Law Center, Pro Bono Chair
American Bar Foundation, Fellow
Consumer Attorneys of California, Former Board Member
American Association for Justice

Presentations and Articles

Presenter, “The Impact & Implications of Viking River Cruises, Inc. v. Moriana,” CAOC Annual Convention, November 2022

Presenter, “PAGA After the Viking River Decision,” Bridgeport Continuing Education, July 2022

Moderator, “Rapid Response: Recent SCOTUS Ruling—Viking River Cruises, Inc. v. Moriana,” American Association for Justice, June 2022

Presenter, “Rule 12 and Related Motions,” Pincus Federal Boot Camp, May 2022

Presenter, “Looking Forward Post-COVID,” CAOC Sonoma Travel Seminar, March 2022

Author, “Work Unseen: Successfully Effectuating a Damages Class Settlement,” Daily Journal, November 2021

Presenter, “Unpacking Public Interest Law,” People’s Parity Project, April 2021

Presenter, “Wage and Hour Litigation & Enforcement Webinar,” HB Litigation, February 2020

Author, “Epic Systems and the Erosion of Federal Class Actions,” Law360 Expert Analysis, July 2018

Presenter, “From Clerkship to Career in Public Interest,” Berkeley Consumer Advocacy and Protection Society, October 2017

Author, “California Omissions Claims: Safety Required?” Law360 Expert Analysis, February 2017



Linda Lam | Partner

Linda Lam focuses her practice on representing individuals who have been harmed by corporate misconduct. She has prosecuted fraud, breach of contract, and breach of fiduciary duty cases against large banks, insurance companies, and hospitality brands.

Linda has been an advocate for borrowers who suffered foreclosures during the Great Recession. She represented a certified class of over 1,200 borrowers who lost their homes after Wells Fargo wrongfully denied them trial mortgage modifications. The case settled for \$40 million, resulting in significant payments to each class member.

Currently, Linda represents victims of a real estate Ponzi scheme in *Camenisch v. Umpqua Bank*. The case concerns Umpqua’s alleged aiding and abetting of a fraudulent investment scheme that caused investors, many of whom are senior citizens, to lose hundreds of millions of dollars.

In addition to prosecuting class actions, Linda also represents individual clients in personal injury cases. She recently achieved a favorable settlement for a student who suffered a traumatic brain injury as a result of peer-on-peer harassment at a Bay Area school. She has also represented individuals who have been harmed by medical professionals and negligent drivers.

Before joining Gibbs Law Group, Linda represented workers and retirees in cases concerning employee benefits.

Litigation Highlights

Steven Cooper v. United States of America – represented a veteran of the United States Army who alleged that he received negligent medical care at a VA facility, resulting in a delayed diagnosis of aggressive prostate cancer. The plaintiff alleged that by the time the cancer was discovered and diagnosed, it had become incurable. Linda was part of the trial team that won a \$2.5 million judgment for the plaintiff.

Asokan et. al. v. American General Ins. Co. – part of the litigation team in this insurance and investment fraud case against American General Insurance Co, an AIG subsidiary. Linda represented six plaintiffs who were marketed an investment involving a specialized American General whole life policy that, when purchased through a particular defined benefit plan, would supposedly provide a multitude of tax benefits. Plaintiffs alleged that American General knew but concealed from them that its attorney had advised that these plans no longer complied with the law. Plaintiffs suffered losses as a result of this alleged fraudulent concealment. The case settled for a confidential sum eight days into the jury trial.

Hernandez v. Wells Fargo Bank, N.A. – represented a certified class of more than 1,200 mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million, resulting in significant payments to class members.

Awards & Honors

Northern California Super Lawyers, *Rising Star* (2017-2024)

Professional Affiliations

American Association for Justice
Consumer Attorneys of California

Publications & Presentations

Author, *The Real ID Act: Proposed Amendments for Credibility Determinations*, 11 Hastings Race & Poverty L.J. 321, 2014.

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Practice Emphasis

Class Actions
Consumer Protection

Education

University of California College of the Law, San Francisco, J.D., *magna cum laude*, 2014
University of California Los Angeles, B.A., 2011

Admissions

California



Steve Lopez | Partner

Steve Lopez represents consumers, employees and whistleblowers who have been harmed by corporate misconduct. He has prosecuted a variety of consumer protection cases ranging from false advertising to defective products, as well as complex employment cases involving also involved in the investigation and development of new cases.

He serves on the Board of Directors of Consumer Attorneys of California and was selected from a statewide pool of applicants for the 2015 Diversity Leadership Academy, a prestigious training program aimed to educate the next generation of progressive leaders.

Steve is a 2014 graduate of the University of California, Berkeley School of Law, where he was a Publishing Editor for the California Law Review and an Editor for the Berkeley Journal of Employment and Labor Law. He was also a member of the La Raza Law Students Association and the Legal Aid Society–Employment Law Center’s Berkeley Workers’ Rights Clinic.

Prior to law school, Mr. Lopez performed research for a consulting firm dedicated to improving justice programs. He received his B.A. in economics and international relations from the University of Virginia in 2008.

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Practice Emphasis

Class Actions
Consumer Protection

Education

University of California at Berkeley (Berkeley Law), J.D., 2014
University of Virginia, B.A., 2008

Admissions

California

Litigation Highlights

Velasco v. Chrysler Group LLC (n/k/a FCA US LLC) – Member of the litigation team that represented consumers who alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. The lawsuit resulted in a recall of all 2012-13 Jeep Grand Cherokee and Dodge Durango vehicles, as well as reimbursements for all repair and rental car expenses, and extended vehicle warranties.

In re Hyundai Sonata Engine Litigation- Representing plaintiffs who allege that their 2011-2014 Hyundai Sonatas suffered premature and catastrophic engine failures due to defective rotating assemblies. The Court granted preliminary approval to a comprehensive settlement in June 2016.

Southern California Gas Leak Cases – Member of the litigation team representing residents of communities in or near the Los Angeles suburbs of Porter Ranch who were affected by the Aliso Canyon well rupture and ensuing gas leak, the largest methane leak in U.S. history. The lawsuits seek relief for those who were displaced from their homes, suffered illnesses and injuries, sustained property value losses, or lost business due to the leak.

Smith v. Family Video Movie Club, Inc. – Member of the litigation team representing the interests of hourly retail employees who alleged they were not properly compensated for all wages and overtime earned. The Court recently certified a class.

Awards & Honors

Lawdragon 500 X – The Next Generation (2024, 2023)
Northern California Super Lawyers, *Rising Star* (2017-2024)

Professional Affiliations

American Association for Justice
Consumer Attorneys of California, Former Board Member



Andre M. Mura | Partner

Andre M. Mura represents plaintiffs in class actions and mass torts including in the areas of consumer protection, privacy, and products liability. Before joining Gibbs Law Group, Andre was senior litigation counsel at the Center for Constitutional Litigation PC, where he represented plaintiffs in high-stakes appeals in state supreme courts and federal appellate courts.

Andre has been honored twice with a California Lawyer Attorney of the Year Award: in 2023 for his involvement and success at trial in *Patz v. City of San Diego*, and in 2019 for his work in the California Supreme Court in *De La Torre v. CashCall*. He is on the Board of the Civil Justice Research Initiative of Berkeley Law, a Fellow of the American Bar Foundation, a member of the Lawyers Committee of the National Center for State Courts, a Trustee of the National Civil Justice Institute, past Chair of the American Association for Justice's LGBT Caucus, past Trustee of the National College of Advocacy, and a member of Williams College's Latino/a and BiGLATA Alumni Network.

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Practice Emphasis

Class Actions
Consumer Protection
Privacy
Mass Personal Injury

Education

The George Washington
University Law School, J.D.,
2004
Williams College, B.A., 2000

Admissions

California
District of Columbia

Litigation Highlights

In re: Meta Pixel Healthcare Data Privacy Litigation – Andre was court-appointed to the plaintiffs' executive committee in this consolidated litigation, representing millions of patients whose sensitive health data was allegedly collected and shared without their consent. In his appointment decision, Judge Orrick said he chose interim class counsel for their "highly relevant" experience and knowledge.

In re: 3M Combat Arms Earplug Products Liability Litigation – Andre was court-appointed to the plaintiffs' law-and-briefing committee in this multi-district litigation on behalf of military servicemembers and veterans who suffered injuries due to defective 3M earplugs, which were standard-issue for U.S. military members for more than a decade. Andre also served on several bellwether trial teams, securing multiple favorable jury verdicts.

In re: Taxotere (Docetaxel) Products Liability Litigation – Andre was a member of the trial team in a two-week federal jury trial and is member of Plaintiffs' Steering Committee and co-chair of Law and Briefing in this multi-district litigation on behalf of breast cancer survivors who suffered permanent hair loss after using the Taxotere chemotherapy drug. He recently obtained a unanimous decision granting a bellwether plaintiff a new trial. *See* 26 F.4th 256 (5th Cir. 2022)

In re: Vizio, Inc. Consumer Privacy Litigation – Andre is co-lead counsel for the settlement class in this multi-district lawsuit alleging that Vizio collected and sold data about consumers' television viewing habits and their digital identities to advertisers without consumers' knowledge or consent. He negotiated a settlement providing for class-wide injunctive relief transforming the company's data collection practices, as well as a \$17 million fund to compensate consumers who were affected.

De La Torre v. CashCall – Andre played a key role in briefing before the California Supreme Court, resulting in a unanimous decision in the plaintiffs' favor. The decision changed decades-old assumptions that lenders in California had a virtual "safe harbor" from unconscionability challenges to loan interest rate terms.

In re: Lenovo Adware Litigation – Andre briefed and argued a motion to dismiss and motion to certify a nationwide litigation class for monetary damages. The court approved a \$7.3 million class action settlement to resolve allegations that Lenovo preinstalled software on laptops that caused performance, privacy and security issues for consumers.

Beaver et. al. v. Tarsadia Hotels, Inc. – Andre contributed to briefing before the Ninth Circuit Court of Appeals resulting in a unanimous decision affirming the lower court’s ruling that the UCL’s four-year statute of limitations (and its accrual rule) applied in claims alleging violations of the Interstate Land Sales Full Disclosure Act (ILSA) even though ILSA has a shorter statute of limitations.

Watts v. Lester E. Cox Medical Centers, 376 S.W.3d 633 (Mo. 2012) – Andre successfully argued that a state law limiting compensatory damages in medical malpractice cases violated his client’s right to trial by jury. In ruling for Andre’s client, the Missouri high court agreed to overturn a 20-year-old precedent.

U.S. Supreme Court Advocacy

Trump v. Mazars USA, LLP, 140 S. Ct. 2019 (2020) – Andre represented a bipartisan group of former members of the U.S. Senate and House of Representatives appearing as amici in support of Congress’s broad investigatory power.

Merck Sharp & Dohme Corp. v. Albrecht, 139 S. Ct. 1668 (2019) – Before the U.S. Supreme Court, in a case concerning the scope of federal immunity for brand-name drug manufacturers, Andre represented medical doctors appearing as amici curiae. His amicus brief was discussed at oral argument, with Supreme Court counsel for Albrecht telling the Justices, “It’s a beautifully done amicus brief to explain what the scientists knew and when they knew it....”

Mutual Pharmaceutical Co., Inc. v. Bartlett, 133 S. Ct. 2466 (2013) – Andre was the lead author of an amicus curiae brief for the American Association for Justice and Public Justice in a case examining whether federal drug safety law preempts state-law liability for defectively designed generic drugs.

J. McIntyre Machinery, Ltd. v. Nicaastro, 131 S. Ct. 2780 (2011) – Andre was a lead author of merits briefing addressing personal jurisdiction over a foreign manufacturer.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2023, 2019)

Top Plaintiff Lawyers in California, *Daily Journal* (2021)

Top Cybersecurity & Privacy Attorneys Under 40, *Law360* Rising Stars (2017)

Northern California Super Lawyers (2019-2024); *Rising Star* (2016-2018)

Professional Affiliations

American Association for Justice- Class Action Litigation Group, Legal Affairs Group,
LGBT Caucus

American Bar Foundation, Fellow

Consumer Attorneys of California, Member

Civil Justice Research Initiative of Berkeley Law, Board Member

Law360- Cybersecurity & Privacy, Editorial Advisory Board Member

National Center for State Courts, Lawyers Committee

National Civil Justice Institute, Trustee

Select Publications & Presentations

Moderator, “The N.D. Guidelines in Practice,” Civil Justice Research Initiative, November 2023.

Moderator, “Selection of Leadership in MDLs,” Civil Justice Research Initiative, September 2021.

Author, *Buckman Stops Here! Limits on Preemption of State Tort Claims Involving Allegations of Fraud on the PTO or the FDA*, 41 Rutgers L.J. 309, 2010.



Rosemary Rivas | Partner

Rosemary has dedicated her legal career to representing consumers in complex class action litigation involving a wide variety of claims, from false advertising and defective products to privacy violations. She is committed to obtaining justice for consumers and has recovered billions of dollars for her clients and the classes they represent.

Rosemary serves in leadership positions in a number of large, complex class action cases and multi-district litigation. In a highly competitive appointment process, the Honorable Charles R. Breyer appointed Rosemary to the Plaintiffs' Steering Committee in the Volkswagen Clean Diesel Litigation, which resulted in a record-breaking settlement totaling more than \$14 billion. The Recorder, a San Francisco legal newspaper, named the lawyers selected by Judge Breyer as a class action "dream team." For her work in the Volkswagen case, Rosemary received the 2018 California Lawyer Attorney of the Year (CLAY) Award, which is given to outstanding California lawyers "whose extraordinary work and cases had a major impact on the law."

She has received numerous awards and honors for the quality of her legal work, including the Bay Area Legal Aid Guardian of Justice Award for her achievements in the law and her role in helping direct *cy pres* (remaining settlement) funds to promote equal access to the legal system. She has been recognized as a *Northern California Super Lawyer* since 2019 and was previously named a *Rising Star* by Super Lawyers Magazine. Rosemary is currently a Lawyer Representative for the Northern District of California and to the Ninth Circuit Judicial Conference.

Rosemary is a fluent Spanish-speaker and previously served on the Board and as Diversity Director of the Barristers Club of the San Francisco Bar Association. She frequently presents at legal conferences on developments in consumer protection and class action litigation.

Litigation Highlights

Porsche Gasoline Litigation – As part of the Plaintiffs' Steering Committee and as Class Counsel, Rosemary represented consumers alleging that Porsche engaged in practices that skewed emissions and fuel economy test results for certain Porsche vehicles. The Honorable Charles R. Breyer granted final approval of a proposed nationwide class action settlement providing a non-reversionary common fund of \$80 million.

Lash Boost Cases – As Class Counsel, Rosemary Rivas represented consumers who alleged that Rodan + Fields failed to disclose material information relating to its Lash Boost product, namely, the potential side effects and risks of adverse reactions presented by the ingredient Isopropyl Cloprostenate. The Honorable Ethan Schulman granted final approval of a proposed nationwide class action settlement providing a non-reversion common fund of \$30 million in cash and \$8 million in credits.

In re: Apple Inc. Device Performance Litigation – The Honorable Edward J. Davila appointed Rosemary to the Plaintiffs' Executive Committee in this nationwide class action alleging that Apple intentionally slowed down consumers' iPhones. The case settled for \$310 million.

In re: Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation – Rosemary represented consumers alleging that Hill's sold dog food with excessive Vitamin D that was harmful to pets. Chief Judge Julie A. Robinson granted final approval of a nationwide class action settlement providing for a common fund of \$12.5 million.

Awards & Honors

Top Women Lawyers in California, *Daily Journal* (2024)

Northern California Super Lawyer (2019-2024)

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2018)

Rising Star, *Northern California Super Lawyers* (2009-2011)

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Practice Emphasis

Class Actions
Consumer Protection

Education

University of California College
of the Law, San Francisco,
J.D., 2000

San Francisco State
University, B.A., 1997

Admissions

California

Guardian of Justice Award, *Bay Area Legal Aid* (2015)

Professional Affiliations

American Association for Justice- Class Action Litigation Group

Consumer Attorneys of California

Law360- Consumer Protection, Editorial Advisory Board Member

Lawyer Representative for the Northern District of California and to the Ninth Circuit

Judicial Conference

National Civil Justice Institute- Fellow

Public Justice- Class Action Preservation Project

Publications and Presentations

Presenter, “Current Trends in Consumer Class Actions,” Class of Our Own: Litigating Women’s Summit, May 2023.

Presenter, “Consumer Class Actions,” Western Alliance Bank Class Action Law Forum, 2021 and 2022.

Presenter, “Nationwide Settlement Classes: The Impact of the Hyundai/ Kia Litigation,” National Consumer Law Center’s Consumer Rights Litigation Conference and Class Action Symposium, 2018.

Presenter, “One Class or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements,” 5th Annual Western CLE Program on Class Actions and Mass Torts, 2018.

Presenter, “The Right Approach to Effective Claims,” Beard Group- Class Action Money & Ethics, 2018.

Presenter, “False Advertising Class Actions: A Practitioner’s Guide to Class Certification, Damages and Trial,” The Bar Association of San Francisco, 2017.



Dave Stein | Partner

Dave Stein represents clients in federal and state cases nationwide, ranging from securities and financial fraud class actions, to product liability, privacy, and data breach suits. Courts have appointed Dave as lead counsel in a number of these cases and he has been praised by *Law360* as a tenacious litigator with a “reputation as one of the best consumer advocates around.”

The *Daily Journal* recognized Dave as one of the Top 40 attorneys in the state of California under the age of 40, and he was also honored in *Law360*'s nationwide list of “Top Class Action Attorneys Under 40.” For the last seven years, he has been rated by his colleagues as a Northern California Super Lawyers Rising Star.

Dave is frequently called upon to discuss emerging issues in complex litigation. He currently serves on *Law360*'s Product Liability Editorial Advisory Board, advising on emerging trends impacting product liability cases.

Before entering private practice, Dave served as judicial law clerk to U.S. District Court Judge Keith Starrett and U.S. Magistrate Judge Karen L. Hayes.

Reputation and Recognition by the Courts

Dave has built a reputation for the quality of his representation and tenacious advocacy on behalf of the clients and classes he represents:

“[T]his is an extraordinarily complex case and an extraordinarily creative solution... I [want to] thank you and compliment you gentlemen. It's been a real pleasure to work with you.”

- Hon. D. Carter, *Glenn v. Hyundai Motor America* (C.D. Cal.)

“You made it very easy to deal with this case and clearly your years of expertise have carried the day here. Nice work. Thank you.”

- Hon. M. Watson, *In re Am. Honda Motor CR-V Vibration Litig.* (S.D. Ohio)

“Exceedingly well argued on both sides. Sometimes people really know their stuff on both sides which is what happened today so thank you.”

- Hon. J. Tigar, *In re General Motors CP4 Fuel Pump Litig.* (N.D. Cal.)

Litigation Highlights

In re: Peregrine PFG Best Customer Accounts Litigation - Represented investors in a lawsuit against U.S. Bank and JPMorgan Chase arising from the collapse of Peregrine Financial Group, Inc. The former Peregrine customers were seeking to recover the millions of dollars that was stolen from them out of segregated funds accounts. Plaintiffs' efforts led to settlements with JPMorgan Chase and U.S. Bank worth over \$75 million.

Deora v. NantHealth – Lead Counsel for certified classes of investors in litigation alleging violations of federal securities laws related to the healthcare technology company's initial public offering in 2016. In September 2020, the Court granted final approval to a \$16.5 million class action settlement.

LLE One v. Facebook – Represented small businesses who alleged that Facebook overstated, for over a year, how long users were watching video ads on Facebook's platform. After years of litigation, the federal court approved a \$40 million settlement for the class.

Paeste v. Government of Guam – Secured a judgment against the Government of Guam and several of its highest-ranking officials in a suit involving the government's unlawful administration of income tax refunds. Mr. Stein defended the judgment in an oral argument before the U.S. Court of Appeals for the Ninth Circuit, leading to a complete victory for the taxpayers in the published decision, *Paeste v. Government of Guam*, 798 F.3d 1228 (9th Cir. 2015)

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Practice Emphasis

Class Actions
Consumer Protection
Financial Fraud
Securities Litigation

Education

Emory University School of
Law, J.D., 2007
University of California at
Santa Barbara, B.A., 2003

Admissions

California

Edwards v. Ford Motor Co. – In a class action alleging that Ford sold vehicles despite a known safety defect, Mr. Stein twice argued plaintiff’s position before the U.S. Court of Appeals for the Ninth Circuit. In the first appeal, Mr. Stein succeeded in obtaining a reversal of the trial court’s denial of class certification. In the second, plaintiff again prevailed, with the Ninth Circuit affirming the conclusion that the lawsuit had driven Ford to offer free repairs, reimbursements, and extended warranties to the class.

In re: Hyundai Sonata Engine Litigation – Mr. Stein served as court-appointed co-lead counsel in this nationwide suit involving engine seizures at high speeds. The litigation led to a settlement that included nationwide vehicle recalls, extended warranties, and payments that averaged over three thousand dollars per class member.

Browne v. American Honda Motor Co., Inc. – Represented consumers who alleged that 750,000 Honda Accord and Acura TSX vehicles were sold with brake pads that wore out prematurely. A settlement ensued worth approximately \$25 million, with hundreds of thousands of class members electing to participate.

Awards & Honors

Northern California Super Lawyer (2021, 2023-2024); Rising Star (2013-2020)
“2017 Top 40 Under 40,” *Daily Journal*
Top Class Action Attorneys Under 40, *Law360* Rising Stars (2017)

Professional Affiliations

American Association for Justice

Publications & Presentations

Moderator, “A View from the Bench II: Judicial Insights on Managing Complex Litigation and the Pandemic’s Lasting Impact,” *ABA Tort Trial & Insurance Practice Section, 2022 Motor Vehicle Product Liability Litigation Conference*, April 2022.

Presenter, “Class Damages,” *AAJ Class Action Litigation Group*, June 2020.

Co-Author, “Recent Decision Highlights the Importance of Early Discovery in Arbitration,” *Daily Journal*, May 2019.

Presenter, “Article III Standing in Data Breach Litigation,” AAJ Class Action Seminar, December 2018.

Presenter, “Determining Damages in Class Actions,” *Class Action Mastery Conference*, HB Litigation, May 2018.

Presenter, “Mass Torts and Class Actions: The Latest and Greatest, Update on Class Action Standing” *56th Annual Consumer Attorneys of California Convention*, November 2017.

Author, Third Circuit Crystallizes Post-Spokeo Standard, *Impact Fund Practitioner Blog*, July 2017.

Presenter, “Class Certification,” “Class Remedies,” *HB Litigation Conferences, Mass Tort Med School + Class Actions*, March 2017.

Co-Author, “Beware Intended Consequences of Class Action Reform, Too,” *Law360 Expert Analysis*, March 14, 2017.

Author, *Wrong Problem, Wrong Solution: How Congress Failed the American Consumer*, 23 *Emory Bankr. Dev. J.* 619 (2007).



Steven Tindall | Partner

Steven Tindall represents employees seeking fair pay and just treatment in individual, representative, and class action lawsuits against employers. His cases involve allegations of misclassification, discrimination, sexual harassment, wrongful termination, retaliation, WARN Act, and ERISA violations. He has 25 years of experience representing employees in a variety of industries, including tech, gig economy, financial services, construction, transportation, and private education. Steven also represents consumers in class action litigation and individuals in mass tort personal injury lawsuits. He has been honored twice with the Daily Journal's California Lawyer Attorney of the Year ("CLAY") award: in 2023 for his involvement and success at trial against the City of San Diego on behalf of single-family residential customers challenging San Diego's unconstitutional water rates, and in 2019 for his work litigating before the California Supreme Court on behalf of low-income borrowers challenging CashCall's lending practices.

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Practice Emphasis

Class Actions

Employment Litigation

Education

University of California,
Berkeley School of Law, J.D.,
magna cum laude, 1996.

Yale University, B.A., *summa
cum laude*, *Phi Beta Kappa*.

Admissions

California

Steven clerked for Hon. Judith N. Keep of the United States District Court for the Southern District of California and for Hon. Claudia Wilken of the U.S. District Court for the Northern District of California. Prior to joining Gibbs Law Group, he was a partner at Rukin Hyland Doria & Tindall, and at Lief Cabraser Heimann & Bernstein. At Rukin Hyland and Lief Cabraser, he focused on plaintiffs' class action litigation in the fields of wage and hour and other employment law, antitrust, and consumer protection. Steven also litigated multiple mass tort personal injury and toxic tort cases.

Steven received his B.A. degree in English Literature from Yale University, graduating *summa cum laude*, Phi Beta Kappa, and with distinction in his major. He earned his J.D. degree from the University of California at Berkeley School of Law in 1996. While at Berkeley Law, Steven co-directed the East Bay Workers' Rights Clinic.

Litigation Highlights

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. Steven was instrumental in challenging San Diego's asserted justifications for its unconstitutional water rates. The case is currently on appeal.

Key member of the litigation team achieving a \$24 million verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates. The case is currently on appeal.

Breach of Contract – As co-lead counsel, Steven helped recover over \$29 million on behalf of hundreds of employees in a class action lawsuit involving breach of contract claims against a global consulting company.

Retirement Benefits – Represented retirees whose retirement benefits were slashed after a corporate spinoff. The litigation resulted in a \$9 million recovery paid out to class members.

Gig Economy – Represents thousands of individual clients in multiple gig economy cases alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws.

Consumer Loans – Represents over 100,000 borrowers in a certified class action lawsuit against online lender, CashCall, alleging that they preyed on low-income borrowers through high-interest-rate loans. Steven was part of the litigation team that achieved a ruling from the Trial Court awarding \$245 million in restitution for class members, which defendant may appeal. Previously, Steven had helped achieve a unanimous ruling from the CA Supreme Court regarding the possible unconscionability of the loan contracts involved in the case.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award (2023, 2019)
Northern California Super Lawyers (2009-2023)

Publications & Presentations

Presenter and Panelist, “Arbitrating Wage and Hour Cases from Start to Finish,” California Employment Lawyers Association (CELA) Annual Conference, September 30, 2023.

Co-Author, “DoorDash: Quick Food, Slow Justice,” Daily Journal, March 24, 2020.

Presenter, “Damages & Penalties in Exemption and Misclassification Cases,” Bridgeport Independent Contractor, Joint Employment Misclassification Litigation Conference, July 26, 2019.

Contributor, “Can Interest Rates be Unconscionable?” Daily Journal Appellate Report Podcast, July 6, 2018.

Co-Author, “Epic Systems and the Erosion of Federal Class Actions,” Law360 Expert Analysis, July 5, 2018.

Co-Author, “Senate Should Reject Choice Act and Its Payday Free Pass,” Law360 Expert Analysis, July 12, 2017.

Presenter, “Understanding and Litigating PAGA Claims,” Bridgeport Continuing Legal Education, March 3, 2017.

Contributing Author, California Class Actions Practice and Procedure, Matthew Bender & Co., Inc., 2006

Author, *Do as She Does, Not as She Says: The Shortcomings of Justice O’Connor’s Direct Evidence Requirement in Price Waterhouse v. Hopkins*, Berkeley Journal of Employment and Labor Law, 17, No. 2, 1996.



Amy Zeman | Partner

Amy has built a reputation in the plaintiffs' bar for delivering results and justice to consumers and sexual assault survivors in class action and mass tort litigation. She secured a \$73 million settlement from UCLA on behalf of sexual assault survivors who brought claims against gynecologist Dr. James Heaps and achieved an historic \$14.975 million dollar jury verdict as co-lead trial counsel on behalf of Pacific Fertility Center patients whose genetic material was destroyed in a catastrophic cryo-preservation tank failure. Media throughout the country have hailed the verdict as groundbreaking, and the Washington Post noted it as "a historic verdict that could have far-reaching consequences for the loosely regulated U.S. fertility industry."

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Practice Emphasis

Class Actions
Consumer Protection
Mass Personal Injury
Whistleblower/ Qui Tam

Education

University of California
College of the Law, San
Francisco, J.D., *magna cum
laude*, 2010.

University of Missouri, B.A.,
summa cum laude, 1998.

Admissions

California
Florida

The Daily Journal recognized Amy among the Top Women Lawyers in California for 2023, and Northern California Super Lawyers named her a 2024 Super Lawyer. Amy has previously served in leadership roles for the American Association for Justice's Class Action and Qui Tam Litigation Groups.

Amy is currently litigating a class action on behalf of investors who lost their savings as a result of a multi-decade Ponzi scheme the investors allege was aided and abetted by Umpqua Bank. The certified class action is scheduled for trial in September 2024. Amy also represents consumers whose Honda vehicles are subject to dangerous unintentional braking. Amy has previously litigated successful class actions on behalf of Nissan Altima owners, Ducati motorcyclists, Chase Bank credit card holders, Helzberg Diamonds customers, and many more.

Amy currently represents clients in a variety of mass injury matters, including service members injured by 3M's Combat Arms earplugs and individuals harmed by the chemotherapy drug Taxotere (docetaxel). Amy has previously represented clients injured by transvaginal mesh, the birth control medications Yaz and Yasmin, the diabetes drug Actos, and the antipsychotic medication Risperdal.

Amy is also a member of our California whistleblower attorney practice group, representing qui tam whistleblowers alleging false claims against the government in the medical industry. Amy currently represents a relator who was the first to file particular whistleblower allegations in 2013 that Kaiser Permanente was overcharging Medicare through improper diagnostic coding; the case was unsealed upon intervention by the federal government in 2021.

Prior to attending law school, Amy pursued a career in the financial sector, acting as the Accounting and Compliance Manager for the Marin County Federal Credit Union for almost seven years. Amy was a spring 2010 extern for the Honorable Marilyn Hall Patel of the United States District Court, Northern District of California.

Litigation Highlights

Mass Tort Litigation

Pacific Fertility Center Litigation – Amy served as co-lead trial counsel in a three-week trial on behalf of several patients who tragically lost eggs and embryos in a catastrophic cryo-preservation tank failure at San Francisco's Pacific Fertility Center in 2018. The jury found the cryogenic tank manufacturer, Chart Inc., liable on all claims, and awarded \$14.975 million in aggregate damages to the five plaintiffs. Amy led the Gibbs Law Group team, which first filed the lawsuit in March 2018 with co-counsel, and represented dozens of PFC patients whose frozen eggs and embryos were harmed or destroyed as a result of the tank failure. The trial addressed claims for four families and was the first trial in consolidated litigation that included claims for over 150 families, with five additional trials for 25 more families scheduled for 2022 and 2023. All cases in the consolidated federal litigation were settled in early 2023. Claims against the IVF clinic and its laboratory were pursued separately through arbitration and settled in 2022.

In re Risperdal and Invega Product Liability Cases – appointed by a California judge to serve as liaison counsel, responsible for coordinating and overseeing the lawsuits filed on behalf of thousands of male children who took the popular antipsychotic drug Risperdal and suffered irreversible gynecomastia, or male breast growth.

Taxotere (Docetaxel) Products Liability Litigation – selected to serve on the discovery committee in this multi-district litigation on behalf of breast cancer survivors who suffered permanent, disfiguring hair loss after using the Taxotere chemotherapy drug.

Yaz & Yasmin Birth Control Litigation – represented women throughout the country who suffered serious side effects after taking Yaz, Yasmin and Ocella birth control. The federal litigation resulted in settlements worth approximately \$1.6 billion.

Defective Product and Consumer Protection Litigation

Sanborn, et al. v. Nissan North America, Inc. – appointed as class counsel with Eric Gibbs and others. Obtained a settlement 11 days before trial was set to begin on claims that the dashboards in certain Nissan vehicles were melting into a shiny, sticky surface that produced a dangerous glare. The settlement allowed class members to obtain a \$1500-\$2000 dashboard replacement for just \$250, or equivalent reimbursement for prior replacements.

Chase Bank U.S.A., N.A. “Check Loan” Contract Litigation – key member of the litigation team in this multidistrict case alleging that Chase Bank wronged consumers by offering long-term fixed-rate loans, only to later more-than-double the required loan payments. The litigation resulted in a \$100 million settlement eight weeks prior to trial.

Sugarman v. Ducati North America, Inc., - represented Ducati motorcycle owners whose fuel tanks on their motorcycles degraded and deformed due to incompatibility with the motorcycles’ fuel. In January 2012, the Court approved a settlement that provided an extended warranty and repairs, writing, “The Court recognizes that class counsel assumed substantial risks and burdens in this litigation. Representation was professional and competent; in the Court’s opinion, counsel obtained an excellent result for the class.”

Awards & Honors

Lawdragon 500 Leading Plaintiff Consumer Lawyers (2023)
Top Women Lawyers in California, Daily Journal (2023, 2021)
Winning Litigators Finalist, National Law Journal (2021)
Product Liability MVP, Law360 (2021)
Top Plaintiff Lawyers in California, Daily Journal (2021)
Northern California Super Lawyer (2021-2024); Rising Star (2013-2020)

Professional Affiliations

American Association for Justice - Co-Vice Chair of the Class Action Litigation Group; Past Co-Chair of the Qui Tam Litigation Group; Member of the Women Trial Lawyers Caucus Consumer Attorneys of California

Select Publications & Presentations

Presenter, “Fighting the Sealing of Settlements,” AAJ Annual Convention, July 2023.

Presenter, “Trial Skills Workshop: Strategies for Cross Examination,” CAOC Sonoma Seminar, March 2023.

Presenter, “Fees in Class Action Cases,” and “Qui Tam Case Strategies,” Mass Tort Med School and Class Action Conference, March 2017.

Presenter, “Claims-processing in Large and Mass-Tort MDLs,” Emerging Issues in Mass-Tort MDLs Conference, Duke University, October 2016.



Josh Bloomfield | Counsel

Josh Bloomfield represents plaintiffs in class and other complex litigation, with particular experience in antitrust, consumer protection and data breach matters. He is a member of the California Bar and is admitted to practice before the United States District Courts for the Northern, Central and Southern Districts of California.

At Gibbs Law Group, Josh has been an advocate for borrowers who lost their homes to foreclosure during the financial crisis, individuals harmed by corporate misconduct related to the COVID-19 pandemic, and consumers and employees who have suffered the consequences of antitrust conspiracies.

During more than 20 years of practice, Josh has represented clients in a variety of civil, criminal and administrative matters - from a distinguished professor of aeronautics and astronautics in a National Science Foundation research misconduct investigation, to several Major League Baseball teams in player arbitrations. Josh also served as vice president and general counsel to an innovative business venture in the second-home alternative marketplace, offering investors direct participation in ownership of a portfolio of luxury vacation properties.

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Practice Emphasis

Antitrust
Class Actions
Consumer Protection

Education

UCLA School of Law, J.D.,
2000
University of Pennsylvania,
B.A., *with honors*, 1996

Admissions

California

Litigation Highlights

Hernandez v. Wells Fargo Bank, N.A. – Represents a certified class of more than 1,200 home mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million, resulting in significant compensation payments to each class member.

Disposable Contact Lens Antitrust Litigation – Represents a class of consumers in the Disposable Contact Lens Antitrust Litigation, which challenges a series of “minimum pricing” policies imposed by contact lens manufacturers. The suit alleges that consumers paid supracompetitive prices as a result of a conspiracy among optometrists, manufacturers and a distributor of disposable contact lenses.

In re Anthem, Inc. Data Breach Privacy Litigation – Represented interests of plaintiffs and putative class members following massive data breach of approximately 80 million personal records, including names, dates of birth, Social Security numbers, health care ID numbers, email and physical addresses, employment information, and income data.

Jiffy Lube Antitrust Litigation – Represents Jiffy Lube workers who were harmed by a “no-poach” policy whereby Jiffy Lube required its franchisees to agree not to solicit or hire current or former employees of other franchisees. The suit alleges that workers’ wages were suppressed by this restraint on the market for their labor.

Airbnb Host Class Action Lawsuit – Represents Airbnb hosts – in federal court and in individual arbitrations - who allege that Airbnb took advantage of the COVID-19 pandemic and seized funds that belonged to hosts while claiming that the money would be refunded to guests.



Aaron Blumenthal | Counsel

Aaron Blumenthal represents employees, whistleblowers, and consumers in complex and class action litigation. He is a member of our California whistleblower attorney practice group.

Aaron attended law school at the University of California at Berkeley, where he graduated *Order of the Coif*, the highest level of distinction. While in law school, Aaron wrote an article about class action waivers that was published by the California Law Review, one of the top law reviews in the country. He also served as a research assistant to Professor Franklin Zimring, who described Aaron in the acknowledgements section of one of his books as a “statistical jack-of-all-trades.”

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Education

University of California,
Berkeley Law, J.D., *Order of
the Coif*, 2015

University of California at
Berkeley, B.A., *Phi Beta
Kappa*, 2008

Admissions

California

Litigation Highlights

In Re Anthem, Inc. Data Breach Litigation – represented consumers whose personal information was impacted by the Anthem data breach, which was announced in 2015 as affecting nearly 80 million insurance customers. The case resulted in a \$115 million settlement, which offered extended credit monitoring to affected consumers.

LLE One v. Facebook – key member of the litigation team representing video advertisers in a putative class action against Facebook alleging that the company inflated its metrics for the average time users spent watching video ads, causing the plaintiffs to spend more for video advertising on Facebook than they otherwise would have.

JPMorgan Chase Litigation – represented a class of mortgage borrowers against JPMorgan Chase, alleging that the bank charged them invalid “post-payment interest” when they paid off their loans. The case resulted in an \$11 million settlement.

Awards & Honors

Rising Star, Northern California Super Lawyers, 2018-2024

Presentations and Articles

Presenter, “Impact of the Viking River Cruises Ruling on PAGA and Mass Arbitrations,” Simpluris Podcast, October 2022

Author, “Why Justices’ PAGA Ruling May Not Be Real Win For Cos.,” Law360 Employment Authority, July 2022

Co-author, “DoorDash: Quick Food, Slow Justice,” Daily Journal, March 2020

Co-author, “In the Breach,” Trial Magazine, American Association for Justice, September 2017

Author, “Winning Strategies in Privacy and Data Security Class Actions: The Plaintiffs’ Perspective,” Berkeley Center for Law & Technology, January 2017

Author, “Circumventing Concepcion: Conceptualizing Innovative Strategies to Ensure the Enforcement of Consumer Protection Laws in the Age of the Inviolable Class Action Waiver,” 103 Calif. L. Review 699, 2015

Author, “Religiosity and Same-Sex Marriage in the United States and Europe,” 32 Berkeley J. Int’l. L. 195, 2014.

Spencer Hughes | Counsel



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Education

Duke University School of Law, J.D., 2017

Iowa State University, B.A., 2014

Admissions

California

District of Columbia

Spencer represents consumers against corporations in all stages of litigation. He practices in complex class actions involving consumer protection violations and corporate wrongdoing. Spencer is experienced in state and federal courts in both trial-level and appellate litigation, frequently briefing and arguing novel questions of law across the country.

Before joining Gibbs Law Group, Spencer practiced at a plaintiffs' class action boutique and one of the largest defense firms in the country. He has represented a U.S. Senator in the Supreme Court, victims of cryptocurrency fraud and Ponzi schemes, university students misled by systemic fraud in prominent college rankings, and more.

Spencer clerked for the Honorable Gerald Bard Tjoflat on the U.S. Court of Appeals for the Eleventh Circuit. He graduated from Duke University School of Law and Iowa State University. At Duke, Spencer was an editor for the Duke Law Journal. At Iowa State, Spencer was student body president.

Litigation Highlights

Murthy v. Missouri – represented United States Senator as amicus curiae to the Supreme Court of the United States, arguing to protect the U.S. intelligence community's ability to counter foreign malign influence in our elections.

Bielski v. Coinbase, Inc. – represented consumers in district court, appellate, and Supreme Court litigation against cryptocurrency exchange, bringing novel claims under federal statutory protections for financial fraud victims.

Presentations and Articles

Co-author, "Tools To Fight Delay From Arbitrability Appeals After Coinbase," Law360, August 2023



Parker Hutchinson | Counsel

Parker Hutchinson represents plaintiffs in class actions and other complex litigation, with extensive practice in the field of prescription drug product liability. Parker currently represents clients in multi district litigation including servicemembers who suffered hearing loss or tinnitus from defective 3M ear plugs and cancer survivors who suffered permanent disfiguring hair loss from the chemotherapy drug Taxotere. Prior to joining Gibbs Law Group, Parker wrote extensive briefing *In re Taxotere* as a member of the Plaintiffs' Law & Briefing Committee. In his appellate advocacy work, Parker has also achieved an expansion of the definition of "adverse employment action" under Title VII in an issue of first impression.

Parker is a 2009 graduate of Columbia Law School, where he was a leader at the Columbia Journal of European Law. During law school, Parker was a judicial extern with the Honorable Stanwood Duval, Jr. of the Eastern District of Louisiana. Before law school, Parker worked as a congressional staffer, a musician, and a writer. He involved himself closely in New Orleans's recovery following Hurricane Katrina, including the resurrection of progressive community radio station WTUL. He received his undergraduate degree, *cum laude*, from Tulane University in 2004.

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Education

Columbia Law School, J.D.,
2009

Tulane University, B.A., *cum
laude*, 2004

Admissions

New York

Louisiana



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Education

George Washington
University School of Law,
J.D., 2012

Webster University, M.A.,
2007

Missouri State University,
B.A., *magna cum laude*, 2005

Admissions

District of Columbia
Missouri
Virginia

Brian Johnson | Counsel

Brian is passionate about holding businesses accountable when they mislead or abuse consumers, because everyone is a consumer, and enforcing consumer rights protects us all. Brian represents consumers in a wide range of consumer protection class actions, including false advertising, data breach, and product liability and warranty claim class actions. He brings to bear extensive state court consumer protection law experience which is essential to addressing emergent statutory rights and injury-in-fact Article III standing requirement issues.

Prior to joining Gibbs Law Group, Brian focused his practice on consumer protection in D.C. at a leading plaintiff-side firm. Previously, he represented consumers in Missouri in financial lawsuits involving the Fair Debt Collection Practices Act, Fair Credit Reporting Act and the Telephone Consumer Protection Act. Following law school, Brian served as a Law Clerk for the Honorable Margaret L. Sauer and the Honorable Janette K. Rodecap, 16th Circuit Court of Jackson County, Missouri.

Brian has also worked with the Heartland Center for Jobs & Freedom, a non-profit advocacy organization focused on helping low-wage workers. He assisted the organization in expanding its advocacy efforts in consumer rights and tenant rights.

Brian is a graduate of Missouri State University, where he received a dual B.A., *magna cum laude*, in History and German in 2005. Brian earned his J.D. from the George Washington University Law School in 2012. Brian also studied at Webster University in Vienna, Austria, earning a M.A. in International Relations in 2007.

Awards & Honors

Washington, DC Super Lawyers, *Rising Star* (2017-2020, 2023)



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Practice Emphasis

Class Actions
Consumer Protection

Education

The Ohio State University
Moritz College of Law, J.D.,
1998
Wright State University, M.A.,
1995
The College of Wooster, B.A.,
with honors, 1993

Admissions

Ohio

Shawn Judge | Counsel

Shawn protects consumer rights through complex litigation matters, including class actions and mass torts, and has frequently been appointed to leadership positions and Special Master duties. Shawn is also an experienced mediator offering private mediation services.

Prior to joining Gibbs Law Group, Shawn was a member of a class action practice group of a leading Ohio firm. He has served as a judicial clerk for the U.S. District Court for the Southern District of Ohio, the Supreme Court of Ohio, and Ohio's Ninth District Court of Appeals. Shawn received his J.D. with honors from The Ohio State University Moritz College of Law and also holds an M.A. in English from Wright State University.

Complex Litigation

Shawn has served as Special Counsel for the Ohio Attorney General litigating claims against five of the country's largest pharmaceutical companies for their role in the nation's opioid crisis. He currently serves as co-lead counsel in a class action for lessors of a major oil and gas operator and dozens of class actions nationwide against banks and credit unions litigating over their overdraft fee practices.

Special Master

Shawn is a member of the Academy of Court-Appointed Neutrals. He served as the appointed Chair to two federal court pipeline compensation commissions under Federal Rule of Civil Procedure 71.1. Shawn currently serves as Special Master in three federal lawsuits arising from the largest public corruption scandal in Ohio history.

Mediation

Shawn is a leading mediator for those looking to avoid or end costly litigation. He received mediation training at the Harvard Negotiation Institute at Harvard Law School and the Straus Institute for Dispute Resolution at the Pepperdine University School of Law. He mediates civil disputes filed in or heading to federal or state court, excluding domestic relations and juvenile division cases. Shawn offers both in-person and virtual mediation services.

Consultant and Educator

Shawn routinely serves as an invited speaker on civil litigation and mediation. He has also served as an adjunct professor at The Ohio State University Moritz College of Law, Ohio Northern University Pettit College of Law, and Capital University Law School. Shawn is a former Ohio Bar Examiner and was an editorial consultant to the Ohio Judicial Conference's Ohio Jury Instructions Committee for twenty years.

Awards & Honors

Ohio Super Lawyer (2021, 2023-2025)

Professional Affiliations

Co-Chair, Class Actions/Consumer Law, Central Ohio Association for Justice
Ohio Mediation Association
Ohio Association for Justice
National Civil Justice Institute
American Association for Justice
Columbus Bar Association
Ohio State Bar Association
Federal Bar Association
American Bar Association

Litigation Highlights

State of Ohio ex rel. Dave Yost, Ohio Attorney General v. Purdue Pharma L.P.:

Represents the State of Ohio in litigation alleging that the six major manufacturers of prescription opioids created a public nuisance, which caused billions of dollars in damages to the state and its citizens. The litigation is ongoing.

Eaton v. Ascent Resources – Utica, LLC: Represents a class and sub-classes of oil and gas lessors with leases with Ascent Resources – Utica, LLC. Plaintiffs claim that Ascent takes improper post-production deductions from their royalty payments that are either not allowed under their contracts or are unreasonable in amount. On August 4, 2021, the Court granted class certification in the case, which marks one of the first cases of a court certifying an Ohio class action regarding the underpayment of oil and gas royalties. The lawsuit is ongoing.



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Education

Case Western Reserve University, J.D., *cum laude*, 2009

Pennsylvania State University, B.A., 2005

Admissions

New Jersey
New York
Pennsylvania

Daniel Leathers | Counsel

Dan is passionate about his clients and holding corporations accountable for recovering on their behalf in complex medical cases and mass actions, including complex pharmaceutical and medical device multidistrict litigations centralized throughout the country.

Before joining Gibbs Law Group, Dan worked at a leading plaintiff-side law firm and helped revise the law in favor of injured persons. In his appellate advocacy work, Dan, in a matter of first impression in front of New York's highest court, helped expand New York's strict medical malpractice statute of limitations to not begin until birth. *B.F. v. Reprod. Med. Assocs. of New York, LLP*, 30 N.Y.3d 608 (N.Y. 2017). Dan also briefed and argued an appeal that resulted in a full reversal of a trial court grant of a motion for summary judgment in a complex medical malpractice matter, allowing his client to vindicate her rights at the trial court. *Hall v. Bolognese*, 210 A.D.3d 958 (NY 2d Dept., 2022).

Prior to joining the private practice of law, Dan clerked for the second judge in the State of New Jersey assigned to the State's mass-tort docket: the Honorable Carol Higbee, a New Jersey Superior Court Civil Division Presiding Judge (since deceased).

Dan completed his J.D., *cum laude*, at Case Western Reserve University School of Law, and he served as the Executive Articles Editor of the Case Western Reserve Journal of International Law. At graduation, Dan received awards for Trial Tactics, Trial Advocacy excellence, and Constitutional Law. His student note on data privacy is published: [Giving Bite to the EU-U.S. Data Privacy Safe Harbor](#), 41 *Case W. Res. J. Int'l L.* 193.

Before law school, Dan worked at the ACLU of the National Capital Area, protecting and advocating for individual constitutional rights.

Dan is admitted to practice in New York, New Jersey, and Pennsylvania.

Awards & Honors

New York Metro *Super Lawyer* (2023-2024)

New York Metro Super Lawyers, *Rising Star* (2013-2017, 2019-2022)

New Jersey Super Lawyers, *Rising Star* (2018)

Professional Affiliations

American Association for Justice

New Jersey Association for Justice

Presentations and Articles

Author, "Giving Bite to the EU-U.S. Data Privacy Safe Harbor," 41 *Case W. Res. J. Int'l L.* 193, 2009.



Rosanne Mah | Counsel

Rosanne Mah represents consumers in complex class action litigation involving deceptive or misleading practices, false advertising, and defective products. She is a member of the California Bar and is admitted to practice before the United States Court of Appeals for the Ninth Circuit and the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California.

Rosanne is integrally involved in the discovery and client outreach process for the Boy Scouts of America Lawsuits, where she represents sexual abuse survivors who were abused by leaders and other affiliates within the organization. She is also involved in communicating with class members and clients for the Midwestern Pet Food lawsuit alleging that over 70 dogs have died after eating food contaminated with dangerous levels of aflatoxin, a mold toxin, which settled for \$6.75 million and received final approval.

Rosanne has 17 years of experience in providing the highest level of legal representation to individuals and businesses in a wide variety of cases. Throughout her career she has specialized in consumer protection, defective products, cybersecurity, data privacy, and employment law at several law firms, all while running her own practice. Rosanne attended the University of San Francisco, School of Law, during which she was a judicial extern with the Honorable Anne Bouliane of the San Francisco Superior Court.

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Practice Emphasis

Class Actions
Consumer Protection

Education

University of San Francisco
School of Law, J.D., 2005
University of California at
Santa Cruz, B.A., 1995

Admissions

California



Karen Barth Menzies | Of Counsel

Karen is a nationally recognized mass tort attorney with more than twenty years of experience in federal and state litigation. Courts throughout the country have appointed Karen to serve in leadership positions including Lead Counsel, Liaison Counsel and Plaintiff Steering Committee in some of the largest pharmaceutical and device mass tort cases. Karen currently serves in leadership positions in the Taxotere Litigation (federal court), Zolof Birth Defect Litigation (federal and California state courts), Transvaginal Mesh Litigation (federal and California state courts), Fosamax Femur Fracture Litigation (California state court), Lexapro/Celexa Birth Defect Litigation (Missouri state court).

Karen is particularly focused on women's health issues and sexual abuse claims, including a current Boy Scouts of America sexual abuse lawsuit investigation involving claims of abuse by scoutmasters, troop leaders and other adults affiliated with the Boy Scouts of America. She also represents women suffering permanent baldness following breast cancer chemotherapy treatments with Taxotere, and children who experienced severe side effects after taking the widely prescribed medication Risperdal. Karen believes in advocating for the victims who've been taken advantage of, and helping to ensure drug safety in the face of profit-driven corporations that hide the risks of their products. She has testified twice before FDA advisory boards as well as the California State Legislature on the safety concerns regarding the SSRI antidepressants and the manufacturers' misconduct. She has also advised victim advocacy groups in their efforts to inform governmental agencies and legislative bodies of harms caused by corporations.

Karen frequently publishes and presents on issues involving drug safety, mass tort litigation, FDA reform and federal preemption for both legal organizations (plaintiff and defense) and medical groups.

Awards & Honors

AV Preeminent® Peer Review Rated by Martindale-Hubbell
Best Lawyers in America, Personal Injury Litigation (2013, 2018, 2021-2023)
Individual Recognition Chambers USA: Product Liability Plaintiffs (2020)
Southern California Super Lawyer (2004-2023)
Lawyer of the Year by *Lawyer's Weekly USA* (2004)
California Lawyer of the Year by *California Lawyer* magazine (2005)
Consumer Attorney of the Year Finalist by CAOC (2006)

Professional Affiliations

American Association for Justice, Co-Chair, Taxotere Litigation Group
Consumer Attorneys of California
Consumer Attorneys of Los Angeles
American Bar Association (appointed member of the Plaintiffs' Task Force)
Women En Mass
The Sedona Conference (WG1, Electronic Document Retention and Production)
The National Trial Lawyers
National Women Trial Lawyers Association
LA County Bar Association
Women Lawyers Association of Los Angeles
Public Justice

Select Publications & Presentations

Author, "Prepping for the Prescriber Deposition," Trial Magazine, American Association for Justice, January 2020.

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Practice Emphasis

Class Actions
Mass Personal Injury

Education

University of California, Davis
King Hall School of Law, J.D.,
1995

Colorado State University,
B.A., 1989

Admissions

California

Presenter, “Deposing the Treating/ Prescribing Physician, Learned Intermediary, the One Potentially Fatal Fact Witness,” American Association for Justice Convention: Discovery and Litigation Strategies for Drug and Device Cases, February 2019.

Presenter, “A Funny Thing Did Happen on the Way to the Forum: Navigating the New Landscape of Personal Jurisdiction Challenges,” ABA Section of Litigation 2019 Environmental & Energy, Mass Torts, and Products Liability Litigation Committees’ Joint CLE Seminar, March 2018.

Presenter, “Federal and State Court Coordination of Mass Tort Litigation: Navigating State Court vs. Multidistrict Litigation, Mass Torts Made Perfect Conference, October 2018.

Presenter, “Taxotere Litigation: Federal MDL 2740, New Orleans and State Court Jurisdictions, Mass Torts Made Perfect Conference, October 2018.

Presenter, “505(b)(2) Defendants – The Non-Generic Alternative; Social Media and Support Groups; Settlement Committees,” AAJ Section on Torts, Environmental and Product Liability (STEP): On the Cutting Edge of Torts Litigation, July 2018.

Presenter, “Location, Location, Location Part II: State Court Consolidations,” AAJ Mass Torts Best Practices Seminar, July 2017.

Presenter, “Personal Jurisdiction in Mass Torts and Class Actions: Bristol-Myers Squibb Co. v. Superior Court (Cal. 2016),” Mass Torts Judicial Forum with Judge Corodemus and JAMS, April 2017.

Author, “Bringing the Remote Office Closer,” Trial Magazine, American Association for Justice, March 2017.



Mark Troutman | Counsel

Mark Troutman is dedicated to vindicating the rights of consumers against corporate misdeeds. He has led class action efforts on behalf of plaintiffs across the country, battling some of the world's largest and most sophisticated companies.

Mark has been appointed to leadership roles in many of his complex litigation cases. Mark served as Special Counsel for the Ohio Attorney General in bringing claims against five of the country's largest pharmaceutical companies alleging misrepresentations and deceptive marketing that have caused the nation's current devastating opioid crisis.

As lead counsel in a consumer class action against Porsche, Mark achieved a \$45 million settlement for the class. Previously, Mark has been lead counsel in a consumer class action against a fitness chain, and co-lead counsel in a class action claiming improper deductions from royalty payments to lessors of a major oil and gas operator.

Before joining Gibbs Law Group, Mark co-led the class action practice group of a leading Ohio firm. Mark has been honored by Ohio Super Lawyers and as a top plaintiff-side Class Action Litigator by the Best Lawyers in America. He co-authored the leading guide on Ohio Consumer Law for more than 10 years, and he continues to help advance the Ohio plaintiffs bar as a member of the Ohio Association for Justice.

Awards & Honors

Best Lawyers in America for Mass Tort Litigation/Class Action-Plaintiffs
American Association for Justice Roxanne Barton Conlin Certificate of Recognition, 2024
American Association for Justice Leadership Academy, Class of 2024
Super Lawyer, Ohio Super Lawyers, 2025
Rising Star, Ohio Super Lawyers, 2012-2018

Professional Affiliations

American Association for Justice Class Action Litigation Section, Immediate Past-Chair
Treasurer and Co-Chair, Class Actions/Consumer Law, Central Ohio Association for Justice
American Association for Justice, Evergreen Vice-Chair and Committee Member, National
Finance Committee, Political Action Committee, Convention Planning Committee, and
Judiciary Committee
Ohio Association for Justice, AAJ Delegate
Public Justice Foundation
Ohio State Bar Association
Columbus Bar Association
Columbus Bar Foundation

Litigation Highlights

State of Ohio ex rel. Dave Yost, Ohio Attorney General v. Purdue Pharma L.P.:

Represents the State of Ohio in litigation alleging that the six major manufacturers of prescription opioids created a public nuisance, which caused billions of dollars in damages to the state and its citizens. The litigation is ongoing.

In re Porsche Cars North America, Inc. Coolant Tubes Product Liability Litigation:

Represented a class of nearly 50,000 Porsche Cayenne vehicle owners alleging that Porsche defectively designed its 2003-2010 model year vehicles with plastic coolant tubes, which due to their positioning, would prematurely wear them down from the vehicle's heat and require costly repairs. The settlement compensated class members for a significant portion of the repair costs, with an estimated settlement value of more than \$40 million.

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Practice Emphasis

Class Actions
Consumer Protection

Education

The Ohio State University
Moritz College of Law, J.D.,
2003
The Ohio State University,
B.A., *summa cum laude*,
2000

Admissions

Ohio

Gascho v. Global Fitness Holdings: Represented a class and sub-classes of current and former gym members alleging that the Urban Active gym chain took excessive and/or unauthorized fees from gym members, which were not included in class members' contracts or in violation of state law. The settlement reimbursed class members for the improper charges to their accounts.

Eaton v. Ascent Resources – Utica, LLC: Represents a class and sub-classes of oil and gas lessors with leases with Ascent Resources – Utica, LLC. Plaintiffs claim that Ascent takes improper post-production deductions from their royalty payments that are either not allowed under their contracts or are unreasonable in amount. On August 4, 2021, the Court granted class certification in the case, which marks one of the first cases of a court certifying an Ohio class action regarding the underpayment of oil and gas royalties. The lawsuit is ongoing.



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Education

Texas A&M University
School of Law, J.D., 2016
Colorado Technical
University, B.S., *with honors*

Admissions

Texas

Brian Bailey | Associate

Brian represents clients harmed by corporate misconduct in complex litigation including employment discrimination, personal injury, and consumer protection cases. He represents employees and consumers in our cases against Honda, IBM, Amazon, and PG&E.

Brian also worked closely with Eric Gibbs to spearhead Gibbs Law Group's Diversity Fellowship.

Prior to joining the firm, Brian worked at the Federal Labor Relations Authority in Dallas, Texas where he conducted investigations on federal unfair labor practices and coordinated federal union elections. Previously, Brian represented a high volume of disabled individuals in administrative hearings.

Brian is a 2016 graduate of Texas A&M University School of Law, where he served as the president of the TAMU Black Law Student Association. During law school, he interned for the Honorable Justice Ken Molberg when he was District Judge at the 95th Texas Civil District Court and served as a research assistant for Professors Michael Z. Green and Sahar Aziz. Prior to law school, Brian worked as an international flight attendant at United Airlines and volunteered as an Occupational Injury Representative at the Association of Flight Attendants, Local Council 11 in Washington D.C. Brian holds a B.S. with honors in business administration from Colorado Technical University.

Awards & Honors

AAJ Leadership Academy – Graduate, Diversity & Inclusion Committee, Class of 2022

Professional Affiliations

American Association for Justice: Diversity, Equity, Inclusion, & Accessibility Committee;
Membership Oversight Committee; Minority Caucus, Member Committee Co-Chair;
LGBT Caucus

L. Clifford Davis Legal Association

The International Legal Honor Society of Phi Delta Phi

The American Constitution Society for Law & Policy

Texas Young Lawyers Association

State Bar of Texas: African-American Lawyers (AALS), Consumer and Commercial Law,
Labor and Employment Law, LGBT Law



Emily Beale | Associate

Emily Beale represents individuals and consumers harmed by financial fraud and corporate misconduct in complex class actions.

Prior to joining Gibbs Law Group, Emily clerked for the Honorable Benjamin H. Settle in the Western District of Washington.

Emily is a 2020 graduate, *summa cum laude*, of Seattle University School of Law, where she graduated first in her class. During law school, Emily advocated for incarcerated and accused individuals at the Fred T. Korematsu Center for Law and Equity in its Civil Rights Clinic. Emily aided in the Korematsu Center's amicus brief to the Washington State Supreme Court on the unconscious bias associated with the use of restraints on incarcerated criminal defendants, which resulted in a unanimous decision prohibiting such practices in Washington state. *See State v. Jackson*, 195 Wash.2d 841 (2020).

While in law school, Emily served as Managing Editor for the Seattle University Law Review and on the Moot Court Board. She represented Seattle University at a regional National Moot Court Competition and received eight CALI awards for highest grade. Emily received her undergraduate degree in Law, Societies, and Justice with a minor in French from the University of Washington in 2015.

Presentations and Articles

Author, "Unfair-but-not-Deceptive: Confronting the Ambiguity in Washington State's Consumer Protection Act," 43 Seattle U. L. R. 1011 (2020)

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Education

Seattle University School of Law, J.D., *summa cum laude*, 2020

University of Washington, B.A., 2015

Admissions

Washington
New York



Delaney Brooks | Associate

Delaney Brooks represents plaintiffs in class action lawsuits, primarily in cases alleging hidden fees and product defects.

Delaney graduated from the University of California, Berkeley School of Law in 2022. While there, Delaney was a member of Berkeley Law's Moot Court team, where she and her teammates were regional champions at the 2021 National Appellate Advocacy Competition. As a teaching assistant to Professor Patricia Hurley, Delaney helped first-year law students hone their legal writing and advocacy skills. Delaney pursued pro bono work throughout law school, assisting juvenile boys incarcerated in Contra Costa County through the Youth Advocacy Project, and later by researching litigation strategies to curb gun violence with the Gun Violence Prevention Project. Delaney also worked as a judicial extern for the Honorable William H. Alsup, Northern District of California.

Delaney received her undergraduate degree from Northwestern University in 2016, with a major in Psychology and a minor in Legal Studies. Prior to law school, Delaney worked in marketing at a major financial services company, giving her insider knowledge of the challenges consumers face in accessing credit.

Litigation Highlights

GreenSky Litigation – Represents consumers who took out loans for home maintenance repairs and were charged allegedly unlawful fees by GreenSky, Inc.

Destination Fees Litigation – Represents vehicle owners from 13 states who overpaid when they purchased new vehicles because FCA inflated its delivery fees to include extra profit.

Porsche PCM Malfunction Litigation – Represented Porsche owners whose vehicles received a software update that allegedly damaged the vehicles' infotainment systems. The Honorable Mark H. Cohen granted final approval to a nationwide class action settlement that included cash reimbursements of up to \$7,500 per class member.

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Education

University of California,
Berkeley School of Law, J.D.,
2022

Northwestern University, B.A.,
2016

Admissions

California



Jane Farrell | Associate

Jane is passionate about telling clients' stories and holding employers and corporations accountable. Prior to joining Gibbs Law Group, Jane worked as an associate at two leading plaintiff-side employment law firms. At those firms, she assisted in a range of matters, including class actions involving worker misclassification, discrimination, and wage theft, as well as individual and mass arbitrations. Jane also clerked for the Honorable Kimberly J. Mueller, Chief Judge of the United States District Court for the Eastern District of California.

As a student at UCLA School of Law, Jane specialized in public interest law and policy. She served as editor in chief of the UCLA Journal of Gender and the Law and as chair of the Race, Work, and Economic Justice Clinic, which partnered with the Los Angeles Black Worker Center and Legal Aid at Work to provide free legal services for workers. During law school, Jane externed for the Honorable Jacqueline H. Nguyen on the U.S. Court of Appeals for the Ninth Circuit and clerked for a plaintiff-side employment firm. As a research assistant for Professors David Marcus and Blake Emerson, she researched issues relating to complex and multidistrict litigation, class certification, and administrative guidance.

Before law school, Jane was a policy advisor to then-Secretary Tom Perez at the U.S. Department of Labor, where she helped expand access to earned sick time and paid family and medical leave. Prior to joining the Obama Administration, she researched and wrote about the changing nature of work, rising inequality, equal pay, and women's rights at the Center for American Progress and then the Clinton Foundation, authoring dozens of publications over five years.

Jane has published articles in three law journals, including the Berkeley Journal of Employment and Labor Law, the leading law review for employment and labor law scholarship.

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Education

University of California, Los Angeles School of Law, J.D., 2020 (David J. Epstein Program in Public Interest Law and Policy)

Emory University, B.A., 2011

Admissions

California



Sadie Hillier | Associate

Sadie is passionate about protecting clients' rights and holding corporations accountable. She represents consumers primarily in class action lawsuits with a special emphasis on privacy and data breach litigation.

Prior to joining Gibbs Law Group, Sadie spent two years as an Assistant Federal Public Defender representing indigent clients on death row in late-stage federal appeals. She then transitioned to civil law, representing clients in a variety of civil rights cases centered on reproductive rights, First Amendment, police brutality, LGBTQ rights, and the right to privacy.

Sadie graduated from Harvard Law School in 2020. While in law school, she was heavily involved with and served as the Executive Director of the Harvard Prison Legal Assistance Project, where she spent three years advocating for the rights of incarcerated people in disciplinary and parole hearings, through policy advocacy with the Massachusetts legislature, and in civil rights lawsuits. Sadie was also on the board of the Harvard Civil Rights—Civil Liberties Law Review, served as President of HLS Child & Youth Advocates, and completed a variety of public interest internships and externships, including at the Civil Rights Division of the Department of Justice, Civil Rights Corps, and the Orange County (California) Public Defender. At the Orange County Public Defender, Sadie worked on the case that ultimately made public the fact that Global Tel Link (GTL), the nation's largest jail and prison phones vendor, had a history of nationwide system problems causing it to illegally record thousands of attorney-client phone calls.

Professional Affiliations

The LGBTQ+ Bar
American Bar Association, Privacy and Data Security Committee
Dallas LGBT Bar Association

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Education

Harvard Law School, J.D.,
2020

University of North Texas,
B.A., 2015

Admissions

Texas

Massachusetts



Hanne Jensen | Associate

Hanne represents plaintiffs in class action and complex litigation involving consumer protection, workers' rights, products liability, privacy law, and constitutional law.

Hanne graduated from the University of California, Berkeley, School of Law in 2020. While in law school, Hanne served as the Senior Notes editor for the California Law Review, an executive editor for the Berkeley Journal of Employment and Labor Law, and a co-Editor-in-Chief of the Berkeley Journal of Gender, Law, and Justice. As a member of the Consumer Advocacy and Protection Society, Hanne contributed public comments to the Federal Trade Commission and Federal Deposit Investment Corporation concerning rules that affect consumers' financial rights, and helped draft an amicus brief for the Berkeley Center of Consumer and Economic Justice supporting mortgage applicants who had been wrongfully denied loans by an error in an AI underwriting servicer. Hanne also served as a research assistant for Professor Catherine Fisk's work on teachers' strikes and Professor Andrew Bradt's work on personal jurisdiction in complex litigation, as well as an oral advocacy teaching assistant for Professor Cheryl Berg. Prior to joining Gibbs Law Group, Hanne clerked for the Honorable Chief Judge Miranda M. Du in the District of Nevada in her beautiful hometown of Reno, Nevada.

Hanne received her undergraduate degree with majors in English and Philosophy from Whitman College, *magna cum laude*. At Whitman, Hanne was a member of Phi Beta Kappa and served as the co-Editor-in-Chief of the literary magazine *blue moon*. Prior to law school, Hanne was a Fulbright English Teaching Assistant in Germany.

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Education

University of California at
Berkeley (Berkeley Law), J.D.,
2020

Whitman College, *magna cum
laude*, B.A., 2014

Admissions

California



Anna Katz | Associate

Anna represents plaintiffs in class action and complex litigation involving corporate wrongdoing and financial fraud.

Anna attended law school at the University of California, Berkeley, School of Law, where she graduated *Order of the Coif* in 2023. While in law school, Anna served as an Editor for the California Law Review and on the Editorial Board of the Berkeley Journal of Gender, Law, and Justice. Anna also worked to build enthusiasm for plaintiff-side practice as the Career Development Director of Berkeley Law's new Plaintiff's Law Association. For her dedication to public interest work involving reproductive justice, workers' rights, and indigent defense, Anna earned pro bono honors with distinction and a Public Interest and Social Justice Certificate. Anna also served as a research assistant for Professor Jonathan Glater's research on unfair corporate practices and predatory student debt.

Anna received her undergraduate degree, *magna cum laude* and Phi Beta Kappa, from Duke University, with majors in African and African American Studies and Global Health. Prior to law school, Anna was a reproductive health researcher in Oakland.

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Education

University of California at
Berkeley (Berkeley Law), J.D.,
Order of the Coif, 2023

Duke University, *magna cum
laude*, B.A., 2018

Admissions

California



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jbk@classlawgroup.com

Education

Northwestern University School of Law, J.D., *magna cum laude*, 2015

Northwestern University Graduate School, Ph.D., 2015

Brandeis University, B.A., *summa cum laude*, *Phi Beta Kappa*, 2006

Admissions

California

Jeff Kosbie | Associate

Jeff Kosbie represents workers and consumers in class actions and other complex lawsuits involving data breaches and consumer privacy, employment law, and other corporate misconduct. He previously worked as a staff attorney in the United States Court of Appeals for the Ninth Circuit (2017-2018) and served as a Multidistrict Litigation Law Clerk to the Judges Lucy Koh, Beth Freeman, and Edward Davila of the Northern District of California (2018-2019).

Jeff serves as Treasurer of Bay Area Lawyers for Individual Freedom (“BALIF”), the nation’s oldest association of lesbian, gay, bisexual and transgender (LGBTQI) persons in the field of law, and he is on the board of the BALIF Foundation. He was also selected to serve on the California Lawyers Association Litigation Section Executive Committee. He has published multiple articles in law reviews related to the history of LGBTQ rights. Jeff is a 2015 graduate, *magna cum laude*, of Northwestern University School of Law and Northwestern University Graduate School where he received a J.D. and a Ph.D. in Sociology. While in law school, Jeff served as an Articles Editor of the Northwestern Journal of Law and Social Policy. He received his undergraduate degree, *summa cum laude*, *Phi Beta Kappa*, in Sociology from Brandeis University in 2006.

Awards & Honors

Best Lawyers in America: Ones to Watch, 2023-2024
Rising Star, Northern California Super Lawyers, 2021-2024
Best LGBTQ+ Lawyers Under 40, LGBT Bar Association, 2021
Unity Award, Minority Bar Coalition, 2019

Professional Affiliations

American Association for Justice
Bay Area Lawyers for Individual Freedom, Co-chair
BALIF Foundation, Board
California Lawyers Association, Litigation Section Executive Committee
Consumer Attorneys of California
Justice and Diversity Center of the Bar Association of San Francisco, Board Member

Select Presentations and Articles

Presenter, “Navigating Complex Diversity, Equity and Inclusion Issues in a Rapidly Changing Environment”; Organizer, “Core Skills: Jury Selection”; CLA Litigation & Appellate Summit, May 2023.

Presenter, “An Important Discussion re Civil Rights: Racism, Diversity, Equity, and Inclusion while Surviving COVID-19,” California Lawyers Association Litigation and Appellate Summit, May 2021.

Presenter, “LGBTQ+ Employment Discrimination Claims in Practice,” BALIF CLE Series, February 2021.

Author, “Overdue Protection for LGTBQ Workers,” Trial Magazine, American Association for Justice, September 2020.

Author, “How the Right to be Sexual Shaped the Emergence of LGBT Rights,” 22 U. Pa. J. Const. L. 1389, August 2020.

Author, “Donor Preferences and the Crisis in Public Interest Law,” 57 Santa Clara L. Rev. 43, 2017.

Author, “(No) State Interests in Regulating Gender: How Suppression of Gender Nonconformity Violates Freedom of Speech,” 19 Wm. & Mary J. Women & L. 187, 2013.



Emma MacPhee | Associate

Emma represents plaintiffs harmed by corporate wrongdoing and survivors of sexual assault.

Emma graduated from the University of California, Berkeley School of Law in 2023. While in law school, she was on the Submissions team for the Berkeley Journal of International Law and received a Public Interest and Social Justice Certificate for the pro bono work she pursued during law school. She was a law clerk for the Youth Law Center, where she supported litigation projects related to the juvenile justice and child-welfare systems in California. During law school, she advocated for voting rights, fair electoral maps, and democracy reform with the Political and Election Empowerment Project. As a Clinical Law Student for the International Human Rights Clinic, she researched corporate accountability related to the digital privacy of children. She was also a student researcher for the Human Rights Center at Berkeley Law, where she worked on a research project with the Center for Investigative Reporting that was focused on national access to reproductive rights.

Emma received her undergraduate degree, *magna cum laude*, from New York University in 2018, with majors in International Relations and French. Before law school, Emma worked as an investigative analyst and was responsible for conducting investigations into sex and labor trafficking in New York City.

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Education

University of California at
Berkeley (Berkeley Law), J.D.,
2023

New York University, *magna
cum laude*, B.A., 2018

Admissions

California



Ashleigh Musser | Associate

Ashleigh represents consumers and employees in class actions and mass arbitration involving consumer protection and employment law. She litigates complex cases involving misclassification, discrimination, and wage and hour claims brought under state law, including under the Private Attorneys General Act (PAGA). She currently represents thousands of gig economy workers in legal actions alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws. Ashleigh is a proficient Spanish speaker and has experience representing and working with Spanish-speaking clients.

Ashleigh previously worked at a litigation firm in San Francisco, representing clients in criminal and civil proceedings, with an emphasis in personal injury, real estate, and wrongful death claims. More recently, she counseled and represented plaintiffs in individual and representative labor and employment matters at a boutique law firm in San Francisco. She has extensive experience protecting the rights of employees in cases involving California Labor Code violations, California Family Rights Act violations, and violations of the California Fair Employment and Housing Act, which includes representing plaintiffs with sexual harassment, disability and pregnancy discrimination, and retaliation claims.

Ashleigh is a 2014 graduate of Seattle University School of Law, where she served as the treasurer of the Moot Court Board, and as a chair of the International Law Society. During her time in law school, Ashleigh externed at the AIDS Legal Referral Panel of San Francisco, and subsequently volunteered as a licensed lawyer, where she represented clients facing eviction, and researched issues including the impact lump sum payments have on Section 8, the Housing Choice Voucher Program. As a law student, Ashleigh studied abroad at the University of Witwatersrand in Johannesburg, South Africa, focusing on how businesses adversely impact human rights, primarily in African countries. Ashleigh further diversified her legal experience by becoming a licensed to practice intern in Washington State, allowing her to practice law as a law student for the City Prosecutor's Office. In this role, she had to balance defending the City with the rights of the individuals that came before her in court.

Awards & Honors

Rising Star, Northern California Super Lawyers (2021-2024)

Professional Affiliations

California Employment Lawyers Association
San Francisco Trial Lawyers Association

Presentations and Articles

Author, "The Estrada decision on review: What to do with "unmanageable" PAGA claims?"
Daily Journal, July 2022

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Education

Seattle University School of Law, J.D., 2014

Bates College, B.A., 2010

Admissions

California



Jake Seidman | Associate

Jake represents plaintiffs in products liability and mass tort cases focused on redressing harms of corporate wrongdoing.

Jake graduated from Stanford Law School in 2022 with high pro bono distinction and academic awards in torts, state constitutional law, and criminal procedure. While in law school, he worked on briefs for clients in civil and criminal matters before the United States Supreme Court as part of Stanford's Supreme Court Litigation Clinic and served as Special Issues Editor and Lead Online Editor for the *Stanford Journal of Civil Rights & Civil Liberties* and the *Stanford Law & Policy Review*, respectively.

As a student, Jake pursued his abiding interest in state and local government efforts to reimagine law enforcement through affirmative litigation and justice system reforms. As part of the law school's Litigation & Policy Partnership with the Santa Clara County Counsel, he assisted with County consumer protection litigation. He also co-authored a Stanford Criminal Justice Center report on non-police approaches to public safety.

Prior to joining Gibbs Law Group, Jake served as a law clerk to Magistrate Judge Sallie Kim in the Northern District of California. He also worked as a Legal Fellow at Public Rights Project, where his work focused on state constitutional litigation combating backlash to local criminal justice reforms.

Jake received his undergraduate degree *magna cum laude* and Phi Beta Kappa from Columbia University, where he double majored in Political Science and Russian Language & Culture. Prior to law school, he worked on jail planning and reforms in the New York City Mayor's Office.

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Education

Stanford Law School, J.D.,
2022

Columbia University, *magna
cum laude*, B.A., 2017

Admissions

California



Jennifer Sun | Associate

Jennifer advocates on behalf of consumers primarily in data privacy and data breach class action lawsuits.

Jennifer graduated from the University of California, Berkeley School of Law in 2023. During law school, she explored ways to regulate technology in the public interest at the Electronic Frontier Foundation and the Knight First Amendment Institute at Columbia University. As a Samuelson Law, Technology & Public Policy Clinic student, Jennifer argued before the federal district court in Minnesota in support of the public's right to access court records for electronic surveillance warrants. She also investigated copyright and telecommunications policy as a research assistant to Professors Pamela Samuelson and Tejas Narechania. Jennifer also served on the boards of the *Asian American Law Journal* and the Asian Pacific American Law Students Association.

Before law school, Jennifer was a product manager at Dotdash Meredith and *The Atlantic*, where she worked closely with executives, business partners, and engineers and built a technical understanding of the digital advertising technology behind the open internet.

Jennifer received a B.S. Economics from The Wharton School at the University of Pennsylvania in 2014, where she served as President and Executive Editor of *The Daily Pennsylvanian*.

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Education

University of California,
Berkeley School of Law, J.D.,
2023

University of Pennsylvania,
B.A., 2014

Admissions

California



Wynne Tidwell | Associate

Wynne Tidwell works with consumers harmed by corporate wrongdoing and financial fraud.

Wynne graduated from the University of California, Berkeley School of Law in 2022. In law school, she served as an Editor for the California Law Review and received a Public Interest and Social Justice Certificate. Wynne also directly advocated for veterans affected by military sexual assault or experiencing homelessness through the Veterans Law Practicum.

Additionally, she externed for the District Court for the District of Columbia and for the Consumer Protection Section of the Office of the California Attorney General.

Wynne received her undergraduate degree in Government from the College of William & Mary in 2017 with highest honors. Before law school, Wynne worked in public policy and communications in Washington, D.C.

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Education

University of California,
Berkeley School of Law, J.D.,
2022

College of William & Mary, B.A.,
summa cum laude, 2017

Admissions

California



Zeke Wald | Associate

Zeke is dedicated to representing plaintiffs in class action and complex litigation concerning consumers' and workers' rights, products liability, privacy law, and constitutional law. In 2023, he won the California Lawyer Attorney of the Year Award, which recognizes outstanding California lawyers "whose extraordinary work and cases had a major impact on the law."

Zeke graduated from the University of California, Berkeley School of Law in 2021, where he was an Articles editor for the California Law Review, a research assistant for Professor Sean Farhang's work on complex litigation, and an advocate with the East Bay Community Law Center's Community Economic Justice clinic. Zeke also co-founded the Law and Political Economy society, which focuses on bringing students deeper into critical legal theory, and served as a leader of Berkeley's Gun Violence Prevention Project, an organization that supported the Giffords Law Center and the Brady Center's national, state, and local litigation efforts and policy advocacy on behalf of survivors of gun violence.

Zeke received his undergraduate dual degrees in Economics and Psychology from the University of California, Santa Barbara with highest honors. Prior to law school, Zeke worked for a tech startup dedicated to providing consumers with access to objective, unbiased information about products and services, and as a legal secretary at a family law firm focusing on complex parentage and custody cases and assisted reproduction law.

Litigation Highlights

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. Zeke was a member of the trial team at the remedies stage and is part of the appellate team defending the Court's judgment in favor of the class. The case is currently on appeal.

Key member of the litigation team achieving a \$24 million verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates. The case is currently on appeal.

In re: 3M Combat Arms Earplug Products Liability Litigation – This multi-district litigation concerns allegations that 3M's dual-ended Combat Arms earplugs were defective and caused servicemembers and civilians to develop hearing loss or tinnitus. Zeke is a member of the team supporting the Law, Briefing, and Legal Drafting Committee.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2023)

Presentations and Articles

Author, "Election Law's Efficiency-Convergence Dilemma," October 2020

Author, "Driving in the Rearview: Looking Forward by Looking Back," The Law and Political Economy Society at Berkeley Law Blog, March 2020

Author, "The Efficient Administration of Elections: How Competing Economic Principles Have Overtaken the Law of Democracy," The Law and Political Economy Society at Berkeley Law Blog, November 2019

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Education

University of California at
Berkeley, Berkeley Law, J.D.,
2021

University of California at Santa
Barbara, B.A., highest honors,
2016

Admissions

California



Tayler Walters | Associate

Tayler works with employees and consumers in mass arbitrations and mass torts to combat unfair business practices by corporations. She represents gig workers who have been misclassified and denied fair pay and consumers whose personal information has been compromised in large-scale data breaches. Tayler specializes in developing scalable systems to improve client communication and legal processes so her case teams can provide high quality representation to over 50,000 clients.

Previously, she coordinated case management and client outreach efforts for hundreds of lawsuits against dozens of national banks who have charged customers improper overdraft fees. Her efforts helped recover millions of dollars for bank customers across the country.

Before Gibbs Law Group, Tayler worked in a plaintiff's law firm advocating for consumers in a range of areas, including personal injury, product liability, premises liability, employment law, and elder abuse. Tayler is a 2020 graduate, *magna cum laude*, of the University of San Francisco School of Law. In law school, she served on the Moot Court Board where she coached her fellow students and competed in the National Appellate Advocacy Competition. Tayler received a Merit Scholarship, earned CALI awards for receiving the highest grade in Professional Responsibility and in Contracts Law, and externed for California Supreme Court Chief Justice Tani Cantil-Sakauye.

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Education

University of San Francisco
School of Law, J.D., *magna cum laude*, 2020

University of Colorado
Boulder, B.A., 2017

Admissions

California



Dorry Gardner | Staff Attorney

Dorry reviews and researches documents for e-discovery in a wide range of complex class actions cases involving products liability and mass torts. She is highly experienced in review for e-discovery in cases concerning various issues, including breach of contract, securities, antitrust civil and regulatory matters, and FCPA investigations.

Dorry attended law school at Fordham University, where she was Stein Scholar for public interest law and recipient of the esteemed Archibald R. Murray award as servant for social justice.

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Education

Fordham School of Law, J.D.

Admissions

New York



Sierra Morris | Staff Attorney

Sierra advocates for consumers harmed by corporate misconduct in class action litigation. She coordinates case management and client outreach efforts for lawsuits against dozens of banks and credit unions who have charged customers improper overdraft fees.

Prior to joining Gibbs Law Group, Sierra worked at a leading plaintiff-side firm on matters ranging from securities fraud to holding corporations accountable for injuries caused by environmental hazards.

Sierra graduated from Tulane University Law School in 2020 with a certificate in International and Comparative Law and a CALI award in International Protection of Human Rights. While there, she was a student attorney in the Juvenile Law Clinic, an executive board member of the Public Interest Law Foundation, and a research assistant for Professor David Katner's work on child abuse. She also worked as a law clerk at the ACLU Foundation of Louisiana on issues including immigration, prison reform and the First Amendment, and as a legal volunteer for several other non-profit organizations.

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Education

Tulane University Law School,
J.D., 2020

College of Charleston, B.A.,
2016

Admissions

District of Columbia



Alyssa Prothero | Staff Attorney

Alyssa works on class action and complex litigation cases involving privacy law, workers' rights, and consumer protection.

Alyssa attended law school at the Quinnipiac University School of Law where she graduated *cum laude* in 2018. While in law school, Alyssa served as the Executive Managing Editor for the Quinnipiac Probate Law Journal. Alyssa also worked for the Quinnipiac Tax Clinic as a legal intern where she helped low-income individuals with tax disputes against the IRS and the Connecticut Department of Revenue Services. For her interest in tax law and her work with the Tax Clinic, she received awards for Excellence in Tax Controversy and Excellence in Clinical Work.

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Education

Quinnipac University School of Law, J.D., *cum laude*, 2020

Virginia Tech, B.A., *summa*

cum laude, 2015

Admissions

Connecticut

Washington

After law school, Alyssa was a Legal Research Law Clerk for the Superior Court of Connecticut. While working for the Superior Court, Alyssa worked on a variety of cases with issues that included employment discrimination, premises liability, foreclosures, class certification, and governmental and sovereign immunity.

Alyssa completed her undergraduate degree, *summa cum laude* and Phi Beta Kappa, from Virginia Tech in 2015. She majored in Psychology and had minors in Sociology and Political Science.

SIGNIFICANT RECOVERIES

Some examples of the cases in which our lawyers played a significant role are described below:

Deceptive Marketing

Hyundai and Kia Fuel Economy Litigation, No. 2:13-md-2424 (C.D. Cal.). In a lawsuit alleging false advertising of vehicle fuel efficiency, the court appointed Eric Gibbs as liaison counsel. Mr. Gibbs regularly reported to the Court, coordinated a wide-ranging discovery process, and advanced the view of plaintiffs seeking relief under the laws of over twenty states. Ultimately Mr. Gibbs helped negotiate a revised nationwide class action settlement with an estimated value of up to \$210 million. The Honorable George H. Wu wrote that Mr. Gibbs had “efficiently managed the requests from well over 20 different law firms and effectively represented the interests of Non-Settling Plaintiffs throughout this litigation. This included actively participating in revisions to the proposed settlement in a manner that addressed many weaknesses in the original proposed settlement.”

In re Mercedes-Benz Tele Aid Contract Litigation, MDL No. 1914, No. 07-cv-02720 (D.N.J.). Gibbs Law Group attorneys and co-counsel served as co-lead class counsel on behalf of consumers who were not told their vehicles’ navigation systems were on the verge of becoming obsolete. Counsel successfully certified a nationwide litigation class, before negotiating a settlement valued between approximately \$25 million and \$50 million. In approving the settlement, the court acknowledged that the case “involved years of difficult and hard-fought litigation by able counsel on both sides” and that “the attorneys who handled the case were particularly skilled by virtue of their ability and experience.”

In re Providian Credit Card Cases, JCCP No. 4085 (Cal. Super. Ct. San Francisco Cty). Mr. Gibbs played a prominent role in this nationwide class action suit brought on behalf of Providian credit card holders. The lawsuit alleged that Providian engaged in unlawful, unfair and fraudulent business practices in connection with the marketing and fee assessments for its credit cards. The Honorable Stuart Pollack approved a \$105 million settlement, plus injunctive relief—one of the largest class action recoveries in the United States arising out of consumer credit card litigation.

In re Hyundai and Kia Horsepower Litigation, No. 02CC00287 (Cal. Super. Ct. Orange Cty). In a class action on behalf of U.S. Hyundai and Kia owners and lessees, contending that Hyundai advertised false horsepower ratings in the United States, attorneys from Gibbs Law Group negotiated a class action settlement valued at between \$75 million and \$125 million which provided owners nationwide with cash payments and dealer credits.

Skold v. Intel Corp., No. 1-05-cv-039231 (Cal. Super. Ct. Santa Clara Cty.). Gibbs Law Group attorneys represented Intel consumers through a decade of hard-fought litigation, ultimately certifying a nationwide class under an innovative “price inflation” theory and negotiating a settlement that provided refunds and \$4 million in cy pres donations. In approving the settlement, Judge Peter Kirwan wrote: “It is abundantly clear that Class Counsel invested an incredible amount of time and costs in a case which lasted approximately 10 years with no guarantee that they would prevail.... Simply put, Class Counsel earned their fees in this case.”

Steff v. United Online, Inc., No. BC265953 (Cal. Super. Ct. Los Angeles Cty.). Mr. Gibbs served as lead counsel in this nationwide class action suit brought against NetZero, Inc. and its parent, United Online, Inc., by former NetZero customers. Plaintiffs alleged that defendants falsely advertised their internet service as unlimited and guaranteed for a specific period of time. The Honorable Victoria G. Chaney of the Los Angeles Superior Court granted final approval of a settlement that provided full refunds to customers whose services were cancelled and which placed restrictions on Defendants’ advertising.

Khaliki v. Helzberg's Diamond Shops, Inc., No. 11-cv-00010 (W.D. Mo.). Gibbs Law Group attorneys and co-counsel represented consumers who alleged deceptive marketing in connection with the sale of princess-cut diamonds. The firms achieved a positive settlement, which the court approved, recognizing “that Class Counsel provided excellent representation” and achieved “a favorable result relatively early in the case, which benefits the Class while preserving judicial resources.” The court went on to recognize that “Class Counsel faced considerable risk in pursuing this litigation on a contingent basis, and obtained a favorable result for the class given the legal and factual complexities and challenges presented.”

Defective Products

In re Pacific Fertility Center Litigation, Case No. 3:18-cv-01586 (N.D. Cal). Gibbs Law Group attorneys served as co-lead trial counsel in an almost three-week trial on behalf of several patients who tragically lost eggs and embryos in a catastrophic cryo-preservation tank failure at San Francisco’s Pacific Fertility Center in 2018. The jury found cryogenic tank manufacturer, Chart Inc., liable on all claims, determining that the tank contained manufacturing and design defects, and that Chart had negligently failed to recall or retrofit the tank’s controller, despite having known for years that the controller model was prone to malfunction. For each claim, the jury found that the deficiency was a substantial factor in causing harm to the plaintiffs, and the jury awarded \$14.975 million in aggregate damages. The trial addressed claims for four families and was the first trial in consolidated litigation that included claims for over 150 families, with five additional trials for 25 more families scheduled for 2022 and 2023. All cases in the consolidated federal litigation were settled in early 2023. Claims against the IVF clinic and its laboratory were pursued separately through arbitration and settled in 2022.

In re: American Honda Motor Co., Inc., CR-V Vibration Marketing and Sales Practices Litigation, No. 2:15-md-02661 (S.D. Ohio) Gibbs Law Group attorneys served as co-lead counsel in this multidistrict litigation on behalf of Honda CR-V owners who complained that their vehicles were vibrating excessively. After several lawsuits had been filed, Honda began issuing repair bulletins, setting forth repairs to address the vibration. Honda did not publicize the repairs well and as a result, Plaintiffs’ alleged many CR-V owners and lessees—including those who had previously been told that repairs were unavailable—continued to experience the vibration. In early 2018, the parties negotiated a comprehensive settlement to resolve the multidistrict litigation on a class-wide basis. The settlement ensured that all affected vehicle owners were made aware of the free warranty repairs, including requiring Honda to proactively reach out to CR-V owners and dealers in several ways to publicize the repair options available.

Glenn v. Hyundai Motor America, Case No. 8:15-cv-02052 (C.D. Cal). Gibbs Law Group attorneys represented drivers from six states who alleged their vehicles came with defective sunroofs that could shatter without warning. The case persisted through several years of fiercely contested litigation before resolving for a package of class-wide benefits conservatively valued at over \$30 million. In approving the settlement, U.S. District Court Judge David O. Carter praised the resolution: “[T]his is an extraordinarily complex case and an extraordinarily creative solution.

Amborn et al. v. Behr Process Corp., No. 17-cv-4464 (N.D. Ill.) Gibbs Law Group served as co-lead counsel in this coordinated lawsuit against Behr and Home Depot alleging that Behr’s DeckOver deck resurfacing product is prone to peeling, chipping, bubbling, and degrading soon after application. The team negotiated a class-wide settlement, which provided class members who submitted claims with 1) a refund for their purchase; and 2) substantial compensation for money spent removing DeckOver or repairing their deck. The settlement was granted final approval on December 19, 2018.

In re Hyundai Sonata Engine Litigation, Case No. 5:15-cv-01685 (N.D. Cal.). Gibbs Law Group attorneys served as court-appointed co-lead class counsel on behalf of plaintiffs who alleged their 2011-2014 Hyundai Sonatas suffered premature and catastrophic engine failures due to defective rotating assemblies. We negotiated a comprehensive settlement providing for nationwide recalls, warranty extensions, repair reimbursements, and compensation for class members who had already traded-in or sold their vehicles at a loss. The average payment to class members exceeded \$3,000.

Sugarman v. Ducati North America, Inc., No. 10-cv-05246 (N.D. Cal.). Gibbs Law Group attorneys served as class counsel on behalf of Ducati motorcycle owners whose fuel tanks on their motorcycles degraded and deformed due to incompatibility with the motorcycles' fuel. In January 2012, the Court approved a settlement that provided an extended warranty and repairs, writing, "The Court recognizes that class counsel assumed substantial risks and burdens in this litigation. Representation was professional and competent; in the Court's opinion, counsel obtained an excellent result for the class."

Parkinson v. Hyundai Motor America, No. 06-cv-00345 (C.D. Cal.). Gibbs Law Group attorneys served as class counsel in this class action featuring allegations that the flywheel and clutch system in certain Hyundai vehicles was defective. After achieving nationwide class certification, our lawyers negotiated a settlement that provided for reimbursements to class members for their repairs, depending on their vehicle's mileage at time of repair, from 50% to 100% reimbursement. The settlement also provided full reimbursement for rental vehicle expenses for class members who rented a vehicle while flywheel or clutch repairs were being performed. After the settlement was approved, the court wrote, "Perhaps the best barometer of ... the benefit obtained for the class ... is the perception of class members themselves. Counsel submitted dozens of letters from class members sharing their joy, appreciation, and relief that someone finally did something to help them."

Browne v. Am. Honda Motor Co., Inc., No. 09-cv-06750 (C.D. Cal.). Gibbs Law Group attorneys and co-counsel represented plaintiffs who alleged that about 750,000 Honda Accord and Acura TSX vehicles were sold with brake pads that wore out prematurely. We negotiated a settlement in which improved brake pads were made available and class members who had them installed could be reimbursed. The settlement received final court approval in July 2010 and provided an estimated value of \$25 million.

In re General Motors Dex-Cool Cases., No. HG03093843 (Cal. Super Ct. Alameda Cty). Gibbs Law Group attorneys served as co-lead counsel in these class action lawsuits filed throughout the country, where plaintiffs alleged that General Motors' Dex-Cool engine coolant damaged certain vehicles' engines, and that in other vehicles, Dex-Cool formed a rusty sludge that caused vehicles to overheat. After consumer classes were certified in both Missouri and California, General Motors agreed to cash payments to class members nationwide. On October 27, 2008, the California court granted final approval to the settlement.

In re iPod Cases, JCCP No. 4355 (Cal. Super. Ct. San Mateo Cty). Mr. Gibbs, as court appointed co-lead counsel, negotiated a settlement that provided warranty extensions, battery replacements, cash payments, and store credits for class members who experienced battery failure. In approving the settlement, the Hon. Beth L. Freeman said that the class was represented by "extremely well qualified" counsel who negotiated a "significant and substantial benefit" for the class members.

Roy v. Hyundai Motor America, No. 05-cv-00483 (C.D. Cal.). Gibbs Law Group attorneys served as co-lead counsel in this nationwide class action suit brought on behalf of Hyundai Elantra owners and lessees, alleging that an air bag system in vehicles was defective. Our attorneys helped negotiate a settlement whereby Hyundai agreed to repair the air bag systems, provide reimbursement for transportation expenses, and administer an alternative dispute resolution program for trade-ins and buy-backs. In approving the settlement, the Honorable Alicemarie H. Stotler presiding, described the settlement as "pragmatic" and a "win-win" for all involved.

Velasco v. Chrysler Group LLC (n/k/a FCA US LLC), No. 2:13-cv-08080 (C.D. Cal.). In this class action, consumers alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. Gibbs Law Group attorneys and their co-counsel defeated the majority of Chrysler's motion to dismiss and engaged in extensive deposition and document discovery. In 2015, the parties reached a settlement contingent on Chrysler initiating a recall of hundreds of thousands of vehicles, reimbursing owners for past repairs, and extending its warranty for the repairs conducted through the recall. When he granted final settlement approval, the Honorable Dean D. Pregerson acknowledged that the case had been "hard fought" and "well-litigated by both sides."

Edwards v. Ford Motor Co., No. 11-cv-1058 (S.D. Cal.). This lawsuit alleged that Ford sold vehicles despite a known safety defect that caused them to surge into intersections, through crosswalks, and up on to curbs. The litigation twice went to the U.S. Court of Appeals for the Ninth Circuit, with plaintiff prevailing in both instances. In the first instance, the appellate court reversed the trial court's denial of class certification. In the second, the Ninth Circuit affirmed the ruling below that plaintiff's efforts had generated free repairs, reimbursements, and extended warranties for the class.

Sanborn, et al. v. Nissan North America, Inc., No. 00:14-cv-62567 (S.D. Fla.). Gibbs Law Group litigated this action against a vigorous defense for two years, seeking relief for Nissan Altima owners whose dashboards were melting into a sticky, shiny, gooey surface that they alleged caused a substantial and dangerous glare. After largely prevailing on a motion to dismiss, Gibbs Law Group attorneys and their co-counsel prepared the case to the brink of trial, reaching a settlement just ten days before the scheduled trial start. The settlement allowed class members to obtain steeply discounted dashboard replacements and reimbursement toward prior replacement costs.

Bacca v. BMW of N. Am., No. 2:06-cv-6753 (C.D. Cal.) In a class action alleging that BMW vehicles suffered from defective sub-frames, we negotiated a settlement with BMW in which class members nationwide received full reimbursement for prior sub-frame repair costs as well as free nationwide inspections and program.

Antitrust and Unfair Business Practices

In re: Wells Fargo Collateral Protection Insurance Litigation, MDL Case No.: 8:17-ML-2797 (C.D. Cal.). Eric Gibbs was appointed to the three-firm Plaintiffs' Steering Committee in this multi-district litigation on behalf of consumers who took out car loans from Wells Fargo and were charged for auto insurance they did not need. The parties announced a proposed settlement of at least \$393.5 million for affected consumers and the Court granted final approval in November 2019.

In re TFT-LCD (Flat Panel) Antitrust Litigation, MDL 1827 (N.D. Cal.). Gibbs Law Group attorneys were among the team serving as liaison counsel in this multi-district antitrust litigation against numerous TFT-LCD (Flat Panel) manufacturers alleging a conspiracy to fix prices, which has achieved settlements of more than \$400 million to date.

In re Natural Gas Antitrust Cases I, II, III and IV, JCCP No. 4221 (Cal. Super. Ct. San Diego Cty). Gibbs Law Group attorneys served in a leadership capacity in this coordinated antitrust litigation against numerous natural gas companies for manipulating the California natural gas market, which has achieved settlements of nearly \$160 million.

Beaver v. Tarsadia Hotels, No. 11-cv-1842 (S.D. Cal.); Gibbs Law Group attorneys served as co-lead counsel representing buyers of San Diego Hard Rock Hotel condominium units in this class action lawsuit against real estate developers concerning unfair competition claims. The lawsuit settled for \$51.15 million.

LLE One, LLC et al. v. Facebook, Inc., No. 4:16-cv-6232 (N.D. Cal.); Gibbs Law Group attorneys represent small businesses and other advertisers in a class action lawsuit alleging that Facebook overstated its metrics for the average time spent watching video ads on its platform. The Court granted final approval to a \$40 million class action settlement on June 26, 2020.

Hernandez v. Wells Fargo Bank, N.A., No. 3:18-cv-07354-WHA (N.D. Cal.); Gibbs Law Group attorneys served as court-appointed co-lead counsel representing a certified class of more than 1,200 home mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million. Class members received significant compensation payments of up to \$120,000.

In re LookSmart Litigation, No. 02-407778 (Cal. Super. Ct. San Francisco Cty). This nationwide class action suit was brought against LookSmart, Ltd. on behalf of LookSmart's customers who paid an advertised "one time payment" to have their web sites listed in LookSmart's directory, only to be later charged additional payments to continue service. Plaintiffs' claims included breach of contract and violation of California's consumer protection laws. On October 31, 2003, the Honorable Ronald M. Quidachay granted final approval of a nationwide class action settlement providing cash and benefits valued at approximately \$20 million.

Lehman v. Blue Shield of California, No. CGC-03-419349 (Cal. Super. Ct. S.F. Cty.). In this class action lawsuit alleging that Blue Shield engaged in unlawful, unfair and fraudulent business practices when it modified the risk tier structure of its individual and family health care plans, Gibbs Law Group attorneys helped negotiate a \$6.5 million settlement on behalf of former and current Blue Shield subscribers residing in California. The Honorable James L. Warren granted final approval of the settlement in March 2006.

Wixon v. Wyndham Resort Development Corp., No. 07-cv-02361 (N.D. Cal.). Gibbs Law Group attorneys served as class and derivative counsel in this litigation brought against a timeshare developer and the directors of a timeshare corporation for violations of California state law. Plaintiffs alleged that the defendants violated their fiduciary duties as directors by taking actions for the financial benefit of the timeshare developer to the detriment of the owners of timeshare interests. On September 14, 2010, Judge White granted approval of a settlement of the plaintiffs' derivative claims.

Berrien, et al. v. New Raintree Resorts, LLC, et al., No. 10-cv-03125 (N.D. Cal.). Gibbs Law Group attorneys filed this class action on behalf of timeshare owners, challenging the imposition of unauthorized special assessment fees. On November 15, 2011, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On March 13, 2012, the Court issued its Final Class Action Settlement Approval Order and Judgment, approving the proposed settlement.

Benedict, et al. v. Diamond Resorts Corporation, et al., No. 12-cv-00183 (D. Hawaii). In this class action on behalf of timeshare owners, Gibbs Law Group attorneys represented plaintiffs challenging the imposition of an unauthorized special assessment fee. On November 6, 2012, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On June 6, 2013, the Court approved the settlement.

Allen Lund Co., Inc. v. AT&T Corp., No. 98-cv-1500 (C.D. Cal.). This class action lawsuit was brought on behalf of small businesses whose long-distance service was switched to Business Discount Plan, Inc. Gibbs Law Group attorneys served as class counsel and helped negotiate a settlement that provided full cash refunds and free long-distance telephone service.

Mackouse v. The Good Guys - California, Inc., No. 2002-049656 (Cal. Super Ct. Alameda Cty). This nationwide class action lawsuit was brought against The Good Guys and its affiliates alleging violations of the Song-Beverly Warranty Act and other California consumer statutes. The Plaintiff alleged that The Good Guys failed to honor its service contracts, which were offered for sale to customers and designed to protect a customer's purchase after the manufacturer's warranty expired. In May 9, 2003, the Honorable Ronald M. Sabraw granted final approval of a settlement that provides cash refunds or services at the customer's election.

Mitchell v. Acosta Sales, LLC, No. 11-cv-01796 (C.D. Cal. 2011). Gibbs Law Group attorneys and co-counsel served as class counsel representing Acosta employees who alleged that they were required to work off-the-clock and were not reimbursed for required employment expenses. We helped negotiate a \$9.9 million settlement for merchandiser employees who were not paid for all the hours they worked. The Court granted final approval of the settlement in September 2013.

Rubaker v. Spansion, LLC, No. 09-cv-00842 (N.D. Cal. 2009). Gibbs Law Group attorneys and co-counsel filed a class action lawsuit on behalf of former Spansion employees that alleged that the company had failed to provide terminated employees from California and Texas with advance notice of the layoff, as required by the Workers Adjustment and Retraining Notification Act (WARN Act). The bankruptcy court approved the class action settlement we and co-counsel negotiated in 2010. The settlement was valued at \$8.6 million and resulted in cash payments to the former employees.

Securities and Financial Fraud

Deora v. NantHealth, No. 2:17-cv-1825 (C.D. Cal.) – Gibbs Law Group serves as Co-lead Counsel for certified classes of investors in litigation alleging violations of federal securities laws related to the healthcare technology company's statements in connections with its initial public offering in 2016 and afterward. In September 2020, the Court granted final approval to a \$16.5 million class action settlement.

In re Peregrine Financial Group Customer Litigation, No. 12-cv-5546 (N.D. Ill.). Mr. Stein was among the attorneys serving as co-lead counsel for futures and commodities investors who lost millions of dollars in the collapse of Peregrine Financial Group, Inc. Through several years of litigation, counsel helped deliver settlements worth more than \$75 million from U.S. Bank, N.A., and JPMorgan Chase Bank, N.A.

In re Chase Bank USA, N.A. "Check Loan" Contract Litigation, No. 09-2032 (N.D. Cal.). Gibbs Law Group attorneys and counsel from several firms led this nationwide class action lawsuit alleging deceptive marketing and loan practices by Chase Bank USA, N.A. After a nationwide class was certified, U.S. District Court Judge Maxine M. Chesney granted final approval of a \$100 million settlement on behalf of Chase cardholders.

Mitchell v. American Fair Credit Association, No. 785811-2 (Cal. Super. Ct. Alameda Cty); ***Mitchell v. Bankfirst, N.A.***, No. 97-cv-01421 (N.D. Cal.). This class action lawsuit was brought on behalf of California members of the American Fair Credit Association (AFCA). Plaintiffs alleged that AFCA operated an illegal credit repair scheme. The Honorable James Richman certified the class and appointed the firm as class counsel. In February 2003, Judge Ronald Sabraw of the Alameda County Superior Court and Judge Maxine Chesney of the U.S. District Court for the Northern District of California granted final approval of settlements valued at over \$40 million.

Data Breach and Privacy

In re Equifax, Inc. Customer Data Security Breach Litig., MDL No. 2800, No. 1:17-md-2800 (N.D. Ga.) Gibbs Law Group attorneys serve on the Plaintiffs' Executive Committee in this nationwide class action stemming from a 2017 data breach that exposed social security numbers, birth dates, addresses, and in some cases, credit card numbers of more than 147 million consumers. On January 13, 2020, the Court granted final approval to a settlement valued at \$1.5 billion. Gibbs Law Group attorneys played an integral role in negotiating key business practice changes, including overhauling Equifax's handling of consumers' personal information and data security.

In re Anthem, Inc. Data Breach Litig., MDL No. 2617, No. 15-md-02617 (N.D. Cal.). Gibbs Law Group attorneys serve as part of the four-firm leadership team in this nationwide class action stemming from the largest healthcare data breach in history affecting approximately 80 million people. On August 15, 2018, the Court granted final approval to a \$115 million cash settlement.

In re: Vizio, Inc. Consumer Privacy Litigation, MDL No. 8:16-ml-02963 (C.D. Cal.). Gibbs Law Group attorneys are co-lead counsel in this multi-district lawsuit alleging that Vizio collected and sold data about consumers' television viewing habits and their digital identities to advertisers without consumers' knowledge or consent. Counsel achieved an important ruling on the application of the Video Privacy Protection Act (VPPA), a 1988 federal privacy law, which had never been extended to television manufacturers. The firm negotiated a settlement providing for class-wide injunctive relief transforming the company's data collection practices, as well as a \$17 million fund to compensate consumers who were affected. In granting preliminary approval, Judge Josephine Staton stated, "I'm glad I appointed all of you as lead counsel, because -- it probably is the best set of papers I've had on preliminary approval." She also noted "[E]very class member will benefit from the injunctive relief." On July 31, 2019, the Court granted final approval of the settlement.

In re Adobe Systems Inc. Privacy Litig., No. 13-cv-05226 (N.D. Cal.). In this nationwide class action stemming from a 2013 data breach, attorneys from Gibbs Law Group served as lead counsel on behalf of the millions of potentially affected consumers. Counsel achieved a landmark ruling on Article III standing (which has since been relied upon by the Seventh Circuit Court of Appeals and other courts) and then went on to negotiate a settlement requiring Adobe to provide enhanced security relief—including the implementation and maintenance of enhanced intrusion detection, network segmentation, and encryption.

Whitaker v. Health Net of Cal., Inc., et al., No. 11-cv-00910 (E.D. Cal.); *Shurtleff v. Health Net of Cal., Inc.*, No. 34-2012-00121600 (Cal. Super Ct. Sacramento Cty). Gibbs Law Group attorneys served as co-lead counsel in this patient privacy case. On June 24, 2014, the court granted final approval of a settlement that provided class members with credit monitoring, established a \$2 million fund to reimburse consumers for related identity theft incidents, and instituted material upgrades to and monitoring of Health Net's information security protocols.

Smith v. Regents of the University of California, San Francisco, No. RG-08-410004 (Cal. Super Ct. Alameda Cty). Gibbs Law Group attorneys represented a patient who alleged that UCSF's disclosure of its patients' medical data to outside vendors violated California medical privacy law. The firm succeeded in negotiating improvements to UCSF's privacy procedures on behalf of a certified class of patients of the UCSF medical center. In approving the stipulated permanent injunction, Judge Stephen Brick found that "plaintiff Smith has achieved a substantial benefit to the entire class and the public at large."

Mass Tort

In re Actos Pioglitazone-Products Liability Litigation, No. 6:11-md-2299 (W.D. La.). Gibbs Law Group partners represented individuals who were diagnosed with bladder cancer after taking the oral diabetic drug Actos. The federal litigation resulted in a \$2.37 billion settlement.

In re Yasmin and Yaz (Drospirenone) Marketing, Sales, Practices and Products Liability Litigation, MDL No. 2385, No. 3:09- md-02100 (S.D. Ill.). Gibbs Law Group attorneys represented women throughout the country who suffered serious side effects after taking Yaz, Yasmin and Ocella birth control. The federal litigation resulted in settlements worth approximately \$1.6 billion.

In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation, MDL No. 2385, No. 3:12-md-02385 (S.D. Ill.), Gibbs Law Group attorneys represented patients who suffered irreversible internal bleeding after taking Pradaxa blood thinners. Lawsuit resolved for settlements of approximately \$650 million.

Sexual Assault Litigation

A.B. v. Regents of the University of California No. 2:20-cv-9555 (C.D. Cal.) – Gibbs Law Group represents former patients of UCLA OB-GYN Dr. James Heaps in a class action lawsuit alleging assault, abuse and harassment violations, and accusing UCLA of failing to protect patients after first becoming aware of the doctor’s misconduct. Final settlement approval was granted on November 10, 2021, providing \$73 million in compensation to former patients of Dr. Heaps as well as requiring a series of business practice reforms by UCLA for better handling of sexual assault investigations and practices going forward. The settlement is innovative for its flexible, tiered, trauma-informed approach, which allowed women to choose their own level of engagement in a non adversarial process.

Government Reform

Paeste v. Government of Guam, No. 11-cv-0008 (D. Guam); Gibbs Law Group attorneys and co-counsel served as Class Counsel in litigation alleging the Government of Guam had a longstanding practice of delaying tax refunds for years on end, with the Government owing over \$200 million in past due refunds. After certifying a litigation class, Plaintiffs prevailed on both of their claims at the summary judgment stage, obtaining a permanent injunction that reformed the government’s administration of tax refunds. The judgment and injunction were upheld on appeal in a published decision by the Ninth Circuit. *Paeste v. Gov’t of Guam*, 798 F.3d 1228 (9th Cir. 2015).

EXHIBIT B

KALIELGOLD PLLC

Kaliel Gold PLLC was founded in 2017 and is a 100% contingency Plaintiff-side law firm. Our attorneys have decades of combined experience and have secured hundreds of millions of dollars for their clients. Our firm's practice focuses on representing consumers in class action litigation and specifically on cases in the consumer financial services sector. In the four years since our firm was founded, our firm has been appointed lead counsel or co-lead counsel in numerous class action and putative class action lawsuits in state and federal courts nationwide including most recently in *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.); *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.); *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1st Cir. Haw.); *Liggio v. Apple Federal Credit Union*, No. 18-cv-01059 (E.D. Va.); *Morris et al. v. Bank of America, N.A.*, No. 3:18-cv-00157-RJC-DSC (W.D.N.C.); *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.); *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.); *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.); *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Cnty. Of Bartholomew, Ind.); *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.); *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco Cnty, Cal.); *Martin v. Le&N Federal Credit Union*. No. 19-CI-022873 (Jefferson Cir. Ct., Div. One); *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.); *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct., San Francisco Cnty., Cal.).

As shown in the biographies of our attorneys and the list of class counsel appointments, Kaliel Gold PLLC is well versed in class action litigation and zealously advocates for its clients. To learn more about Kaliel Gold PLLC, or any of the firm's attorneys, please visit www.kalielgold.com.

JEFFREY D. KALIEL

Jeffrey Kaliel earned his law degree from Yale Law School in 2005. He graduated from Amherst College summa cum laude in 2000 with a degree in Political Science, and spent one year studying Philosophy at Cambridge University, England.

Over the last 10 years, Jeff has built substantial class action experience. He has received "Washington D.C. Rising Stars Super Lawyers 2015" recognition.

Jeff has been appointed lead Class Counsel in numerous nationwide and state-specific class actions. In those cases, Jeff has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. Jeff has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members.

Currently Jeff is actively litigating several national class action cases, including actions against financial services entities and other entities involved in predatory lending and financial services targeting America's most vulnerable populations.

Jeff's class action successes extend beyond financial services litigation. He seeks to lead cases that serve the public interest. Jeff has worked with nonprofits such as the Humane Society, Compassion Over Killing, and the National Consumers League to fight for truth in the marketplace on food and animal products.

Jeff has over a decade of experience in high-stakes litigation. He was in the Honors Program at the Department of Homeland Security, where he worked on the Department's appellate litigation. Jeff also helped investigate the DHS response to Hurricane Katrina in preparation for a Congressional inquiry. Jeff also served as a Special Assistant US Attorney in the Southern District of California, prosecuting border-related crimes.

Jeff is a former Staff Sergeant in the Army, with Airborne and Mountain Warfare qualifications. He is a veteran of the second Iraq war, having served in Iraq in 2003.

Jeff is admitted to practice in California and Washington, DC, and in appellate and district courts across the country.

Jeff lives in Washington, D.C. with his wife, Debbie, and their three children.

SOPHIA GOREN GOLD

Sophia Goren Gold is a third-generation Plaintiff's lawyer. A *summa cum laude* graduate of Wake Forest University and the University of California, Berkeley, School of Law, Sophia has spent her entire career fighting for justice.

A fierce advocate for those in need, Sophia's practice centers around taking on financial institutions, insurance companies, and other large corporate interests. Sophia has participated in hundreds of individual and class cases in both state and federal courts across the country. Collectively, she has helped secure tens of millions of dollars in relief on behalf of the classes she represents.

In addition to providing monetary relief, Sophia's extensive litigation experience has resulted in real-world positive change. For example, she brought litigation which resulted in the elimination of the Tampon Tax in the State of Florida, and she was influential in changing the state of Delaware's Medicaid policy, resulting in greater access to life-saving medication.

Sophia is currently representing consumers in numerous cases involving the assessment of improper fees by banks and credit unions, such as overdraft fees, insufficient funds fees, and out of network ATM fees. She is also currently representing consumers who have been the victims of unfair and deceptive business practices.

Sophia is admitted to practice in California and Washington, D.C. When not working, Sophia enjoys spending time with her husband, daughters, and their goldendoodle.

BRITTANY BERTOLINI

Brittany Bertolini attended the University of Central Florida in Orlando and graduated in 2012 with a Bachelor's Degree in Political Science and a minor in Spanish. Brittany earned her Juris Doctorate from California Western School of Law in 2015 and graduated magna cum laude in the top 10% of her class.

Throughout the course of her law school career, she served as a judicial extern to the Honorable Anthony J. Battaglia for the United States District Court, Southern District of California and worked multiple semesters as a certified legal intern for the San Diego County District Attorney's Office. Brittany was awarded Academic Excellence Awards in law school for receiving the highest grade in Trial Practice, Health Law & Policy, and Community Property.

Before joining KalielGold PLLC, Brittany worked as a judicial law clerk for the Honorable Anthony J. Battaglia and as an associate attorney for Carlson Lynch LLP, specializing in consumer complex litigation.

AMANDA ROSENBERG

Amanda Rosenberg graduated *cum laude* from the University of California, Hastings College of the Law in 2011 and the University of California, San Diego in 2008, where she earned departmental Honors with Highest Distinction in history.

Before joining KalielGold PLLC, Amanda represented and advised small businesses and financial institutions in litigation matters including employment disputes, merchant disputes, credit and charge card disputes, wrongful foreclosures, and securities. She has successfully litigated cases in California, Illinois, and Michigan.

Amanda is an active volunteer in her community and has helped numerous individuals understand and navigate their rights in the workplace.

In law school, Amanda worked as an extern for the Honorable Judge Vaughn Walker in the United States District Court, Northern District of California. Amanda was awarded academic excellence awards for receiving the highest grades in Trial Advocacy and Litigating Class Action Employment.

When not working, Amanda loves exploring Michigan's outdoors with her husband, kids, and rescue dog.

SARAH LEVIN

Sarah Levin helps clients navigate complex litigation. She has represented clients in state and federal court, as well as arbitration, and maintains an active pro bono practice. She serves on several local and national committees working to advance gender equity and reproductive health care.

Before joining KalielGold, Ms. Levin practiced at Skadden, Arps, Slate, Meagher & Flom LLP in New York, NY and the Legal Aid Society as the Skadden Pro Bono Fellow. She also served as a law clerk for the Honorable Jane A. Restani of the U.S. Court of International Trade.

Sarah graduated from New York University School of Law. During law school, she was Managing Editor of the *Journal of International Law and Politics*; a research assistant to Professor Robert Howse; a legal extern in the Southern District of New York for Judge Edgardo Ramos; and a legal intern for the Organisation for Economic Co-operation and Development (OECD) in Paris, France. Before law school, she worked for Goldman, Sachs & Co. and Cargill, Inc.

Sarah received her undergraduate degree from Hamilton College *magna cum laude* and *Phi Beta Kappa*, and was awarded the Judge John Wells Fellowship for Graduate Study for outstanding undergraduate research. She received her M.A. in International Affairs from the George Washington University, Elliott School of International Affairs.

Ms. Levin is admitted to practice in New York and Florida, as well as the U.S. District Courts for the Eastern District of New York and the Southern District of New York.

CLASS COUNSEL APPOINTMENTS

- *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.);
- *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.);
- *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.).
- *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1st Cir. Haw.);
- *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.).
- *Liggio v. Apple Federal Credit Union*, Civil No. 18-cv-01059 (E.D. Va.);
- *Morris et al. v. Bank of America, N.A.*, Civil No. 3:18-cv-00157-RJC-DSC (W.D.N.C.);
- *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.);
- *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Bartholomew Cnty., Ind.);
- *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.);
- *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco, Cnty., Cal.);
- *Martin v. Le&N Federal Credit Union*. No. 19-CI-022873 (Jefferson Cir. Ct., Division One);
- *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.);
- *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct. San Francisco Cnty., Cal.).
- *Bodnar v. Bank of America, N.A.*, 5:14-cv-03224 (E.D. Pa.);
- *In re Higher One OneAccount Marketing and Sales Practice Litigation.*, No. 12-md-02407-VLB (D. Conn.).
- *Shannon Schulte, et al. v. Fifth Third Bank.*, No. 1:09-cv-06655 (N.D. Ill.);
- *Kelly Mathena v. Webster Bank*, No. 3:10-cv-01448 (D. Conn.);
- *Nick Allen, et al. v. UMB Bank, N.A., et al.*, No. 1016 Civ. 34791 (Cir. Ct. Jackson Cnty., Mo.);
- *Thomas Casto, et al. v. City National Bank, N.A.*, 10 Civ. 01089 (Cir. Ct. Kanawha Cnty., W. Va.);
- *Eaton v. Bank of Oklahoma, N.A., and BOK Financial Corporation, d/b/a Bank of Oklahoma, N.A.*, No. CJ-2010-5209 (Dist. Ct. for Tulsa Cnty., Okla.);
- *Lodley and Tehani Taulva, et al., v. Bank of Hawaii and Doe Defendants 1-50*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.);
- *Jessica Duval, et al. v. Citizens Financial Group, Inc., et al*, No. 1:10-cv-21080 (S.D. Fla.);
- *Mascaro, et al. v. TD Bank, Inc.*, No. 10-cv-21117 (S.D. Fla.);
- *Theresa Molina, et al., v. Intrust Bank, N.A.*, No. 10-cv-3686 (18th Judicial Dist., Dist. Ct. Sedgwick Cnty., Kan.);
- *Trombley v. National City Bank*, 1:10-cv-00232-JDB (D.D.C.); *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.);
- *Brown et al. v. Transurban USA, Inc. et al.*, No. 1:15-CV-00494 (E.D. Va.);
- *Grayson v. General Electric Co.*, No. 3:13-cv-01799 (D. Conn.);
- *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.).