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17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 BRIAN SMITH, JACQUELINE MOONEY,
20 ANGELA BAKANAS, and MATTHEW
21 COLÓN, individually and on behalf of all
22 others similarly situated,

23 Plaintiffs,

24 v.

25 VCA, INC., and THE PLAN COMMITTEE
26 FOR THE VCA, INC. SALARY SAVINGS
27 PLAN, and JOHN AND JANE DOES 1-50,

28 Defendants.

Case No. 2:21-cv-09140-GW-AGR
**PLAINTIFFS' MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT AGREEMENT**

Hearing: June 26, 2023
Time: 8:30 a.m.
Judge: Hon. George Wu
Ctrm: 9D

[Concurrently filed Declarations of
Andrew W. Ferich and Richard W.
Simmons]

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1 **I. INTRODUCTION**

2 Plaintiffs¹ Brian Smith, Jacqueline Mooney, Angela Bakanas, and Matthew Colón,
3 by and through Class Counsel, hereby move for final approval of the Class Action
4 Settlement Agreement (the “Settlement” or “SA”)² with the Defendants VCA, Inc. and the
5 Plan Committee for the VCA, Inc. Salary Savings Plan (collectively, the “Parties”).

6 In this lawsuit, Plaintiffs allege that Defendants breached fiduciary duties owed to
7 Plaintiffs and other Class Members in violation of the Employee Retirement Income
8 Security Act of 1974, as amended (“ERISA”), resulting in Plaintiffs’ and Class members’
9 payment of excessive recordkeeping and administrative (“RK&A”) fees. Plaintiffs allege
10 these breaches cost Class Members millions of dollars in excessive fees, costs, and lost
11 investment opportunity.

12 The Settlement creates a non-reversionary common fund of \$1,500,000 to resolve
13 Plaintiffs’ allegations.³ The parties reached the Settlement after extensive, arm’s-length
14 negotiations between experienced class action counsel with the assistance of David
15 Geronemus of JAMS, a highly-experienced mediator in ERISA class action cases. The
16 Settlement was reached after an all-day mediation session with Mr. Geronemus on
17 November 9, 2022, followed by weeks of continued negotiations to finalize the terms of
18 the Settlement. Mr. Geronemus’s participation in and facilitation of settlement negotiations
19 confirms the fairness of the result reached on behalf of the Settlement class.

20 To date, Class Counsel has received no objection to the Settlement from any Class
21 Member, further confirming the fairness and excellence of outcome achieved by Class
22 Counsel for Class Members. The Settlement delivers tangible and immediate benefits to

23 _____
24 ¹ Unless otherwise noted, all capitalized terms not separately defined here have the
25 meaning ascribed to them in the Settlement Agreement.

26 ² The Settlement Agreement was attached as Exhibit 1 to the granted Memorandum of
27 Points and Authorities in Support of Unopposed Motion for Preliminary Approval, ECF
28 No. 75-1 (“Motion for Preliminary Approval”).

³ The Plan no longer exists and has been merged into a successor plan operated by
Mars, Incorporated (“the Mars Plan”), obviating the need for injunctive relief measures.

1 Class Members that address the alleged harms in this case without protracted litigation and
2 the inherent risks of class action litigation. It delivers a fair, adequate, and reasonable
3 resolution for the Class, and merits final approval. Fed. R. Civ. P. 23(e)(2).

4 **II. FACTUAL AND PROCEDURAL OVERVIEW**

5 **A. Litigation History**

6 The history of this litigation is well known to the Court. Plaintiffs claim that VCA
7 breached fiduciary duties in violation of ERISA, 29 U.S.C. §§ 1001-1461. Specifically,
8 Plaintiffs allege that, as the sponsors and administrators of the Plan, Defendants were
9 responsible for selecting, monitoring, and retaining third parties to provide recordkeeping
10 and other administrative services, and that Defendants were responsible for monitoring
11 Plan costs—namely RK&A costs—to ensure those charges were fair, reasonable, and
12 appropriate, but failed to do so.

13 Plaintiffs filed this class action lawsuit on November 22, 2021. ECF No. 1. After
14 Defendants' motion to stay was mooted (ECF Nos. 25, 26, 28, 36), on February 17, 2022,
15 VCA moved to dismiss this litigation in its entirety. ECF No. 40. Plaintiffs opposed the
16 motion to dismiss. ECF No. 47. The Court denied the motion to dismiss in its entirety. ECF
17 Nos. 55, 56. On April 28, 2022, VCA answered the Complaint. ECF No. 57.

18 **B. Mediation and the Settlement Negotiations**

19 In July 2022 the parties discussed the prospect of early resolution. Declaration of
20 Andrew W. Ferich ("Ferich Decl."), submitted as **Exhibit 1**, at ¶ 7. As a result of this
21 discussion, the Parties mutually agreed to mediate this matter. *Id.* An all-day mediation
22 session was reserved with David Gereonemus of JAMS for November 9, 2022. *Id.* ¶ 8. In
23 the meantime, the Parties began engaging in settlement negotiations and preparing for the
24 November 9, 2022 mediation. *Id.*

25 On November 9, 2022, the Parties participated in an all-day mediation session with
26 Mr. Geronemus. *Id.* ¶ 9. With Mr. Geronemus's guidance, the parties had a productive
27 mediation session. *Id.* Late in the day, the Parties reached an agreement in principle to settle
28

1 the litigation, and agreed to the creation of a Qualified Settlement Fund consisting of a
2 Gross Settlement Amount of \$1,500,000. *Id.* ¶ 10.

3 Following the mediation, the Parties engaged in extensive subsequent discussions to
4 finalize the Settlement’s terms. *Id.* ¶ 13. During negotiations, the Parties deferred
5 discussions concerning the maximum Service Payments to be sought on behalf of the
6 proposed Class Representatives and the amount of Attorneys’ Fees and Costs to be sought
7 by Plaintiffs’ counsel until after reaching an agreement on all material terms of the
8 Settlement. *Id.* ¶ 12. Negotiations regarding the Settlement have been conducted at arm’s
9 length, in good faith, and under the supervision of Mr. Geronemus. *Id.* ¶¶ 3, 9. After
10 comprehensive negotiations and diligent efforts, Plaintiffs and VCA finalized the terms of
11 the Settlement and executed the Settlement on January 30, 2023. *Id.* ¶ 15.

12 **C. The Court Granted Plaintiffs’ Motion for Preliminary Approval**

13 On January 31, 2023, Plaintiffs filed their unopposed Motion for Preliminary
14 Approval. ECF Nos. 74, 75. The Court held a hearing on the Motion for Preliminary
15 Approval on February 16, 2023. ECF No. 82, Minutes. On February 21, 2023, the Parties
16 submitted a modified proposed order in support of the Motion for Preliminary Approval.
17 ECF No. 83. On February 22, 2023, the Court entered the Order granting the unopposed
18 Motion for Preliminary Approval, establishing Settlement deadlines and setting the Final
19 Approval Hearing for June 26, 2023. ECF No. 85.

20 **III. THE TERMS OF THE SETTLEMENT**

21 **A. The Settlement Class**

22 The Settlement Class is defined as follows: “all persons who participated in the Plan
23 at any time during the period from November 22, 2015 through July 24, 2020, including
24 any Beneficiary of a deceased Person who participated in the Plan at any time during the
25 Class Period, and any Alternate Payee of a Person subject to a QDRO who participated in
26 the Plan at any time during the period from November 22, 2015 through July 24, 2020.”
27 SA ¶ 1.44. Excluded from the Class are Defendants and their Beneficiaries, any Plan
28 fiduciaries, and the Judges assigned to this case. *Id.*

1 **B. Settlement Consideration and Plan of Allocation**

2 The Settlement provides significant monetary benefits to the Class. It establishes a
3 non-reversionary Qualified Settlement Fund in the amount of \$1,500,000. SA ¶¶ 1.24, 1.33.

4 The Settlement provides payments to all Class Members under a Plan of Allocation.
5 *Id.* ¶ 5.3 and Exhibit B. The amount proposed to be paid to each Class Member from the
6 Net Settlement Amount is based upon the following plan: 1) Calculate the sum of each
7 Class Member’s account balances for each year of the Class Period based on the data as of
8 the dates above. This amount shall be that Class Member’s “Balance”; 2) Sum the Balance
9 for all Class Members; 3) Allocate each Class Member a share of the Net Settlement
10 Amount in proportion to the sum of that Class Member’s Balance as compared to the sum
11 of the Balance for all Class Members, i.e., where the numerator is the Class Member’s
12 Balance and the denominator is the sum of all Class Members’ Balances. *Id.* at Exhibit B.

13 The amounts resulting from this initial calculation shall be known as the
14 “Preliminary Entitlement Amount.” Class Members who are entitled to a distribution of
15 less than \$10.00 will receive a distribution of \$10.00 (the “De Minimis Amount”) from the
16 Net Settlement Amount. The Settlement Administrator shall progressively increase Class
17 Members’ payments falling below the De Minimis Amount until the lowest participating
18 Class Member award is the De Minimis Amount, i.e., \$10.00. The resulting calculation
19 shall be the “Final Entitlement Amount” for each Settlement Class Member. The sum of
20 the Final Entitlement Amount for each remaining Settlement Class Member must equal the
21 dollar amount of the Net Settlement Amount. *Id.*

22 Class Members who have an individual investment account in the Mars Plan with a
23 balance greater than \$0 as of January 1, 2023 (“Active Account”) will receive their
24 Settlement payment via a direct deposit into their Mars Plan account by the Recordkeeper.
25 SA at Exhibit B. Class Members without an Active Account will be paid directly by the
26 Settlement Administrator by check. *Id.* Checks issued to Former Participants under the
27 terms of the Settlement will be valid for 180 days from the date of issue. *Id.*

28

1 **C. Attorneys’ Fees and Costs and Class Representative Service Payments**

2 The Settlement provides for payment of any Attorneys’ Fees and Costs, and Class
3 Representative Service Payments awarded by the Court, to be paid from the Qualified
4 Settlement Fund. SA ¶¶ 1.4, 5.1, 6.1. Plaintiffs are filing a separate motion for Attorneys’
5 Fees, and Costs and Class Representatives’ Service Payments. *Id.* ¶ 6.2. As discussed in
6 that motion, Class Counsel will seek thirty-three and one-third percent (33 1/3%) of the
7 Qualified Settlement Fund as payment for attorneys’ fees. *Id.* ¶¶ 1.4, 6.1, 6.2.

8 Class Counsel are also seeking an award of \$3,000 as Service Payments to the four
9 named Class Representatives, for a total of \$12,000. SA ¶¶ 1.39, 6.1, 6.2. These payments,
10 if awarded, will also be paid from the Qualified Settlement Fund. SA ¶¶ 1.39, 5.1, 6.1.

11 **D. Settlement Administration and Notice Costs**

12 Administrative Expenses also will be paid from the Qualified Settlement Fund. *Id.*
13 ¶¶ 1.2, 5.1. Through a competitive bidding process, the Parties negotiated an agreement
14 with Analytics Consulting to serve as the Settlement Administrator. Ferich Decl. ¶ 14.
15 Analytics Consulting estimated that the total administration and notice charges in this
16 matter will be between \$45,000 and \$65,000. *Id.*; *see also* Declaration of Richard W.
17 Simmons (“Simmons Decl.”), submitted as **Exhibit 2**, at ¶ 30. This estimate included all
18 costs associated with providing direct notice, class member data management, CAFA
19 notification, telephone support, claims administration, creation and management of the
20 Settlement website, disbursements and tax reporting, and postage. *Id.*

21 **E. Review by Independent Fiduciary**

22 The Settlement will also be subject to review by the Independent Fiduciary. SA,
23 Article 2. The Independent Fiduciary shall comply with all relevant conditions set forth in
24 Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of
25 Credit in Connection with Litigation,” issued December 31, 2003, by the United States
26 Department of Labor, 68 Fed. Reg. 75,632, as amended (“PTE 2003-39”), in making its
27 determination. SA ¶ 2.1.1. The recommendation of the Independent Fiduciary shall be
28 made to Defendants no later than 30 days before the Final Approval Hearing. *Id.* ¶ 2.1.2.

1 **F. Release**

2 In exchange for the above-described Settlement benefits, all Class Members and
3 the Plan, subject to Independent Fiduciary approval, will release the Released Parties from
4 the Released Claims. SA ¶¶ 1.35, 1.36, Article 7. Each Class Member will also release
5 Defendants, “Defense Counsel, and Class Counsel from any claims, liabilities, and
6 attorneys’ fees and expenses arising from the allocation of the Gross Settlement Amount
7 or Net Settlement Amount and for all tax liability and associated penalties and interest as
8 well as related attorneys’ fees and expenses.” *Id.* ¶ 3.1.5.

9 **G. Notice Was Provided in Adherence With the Approved Notice Plan**

10 Notice was successful in this Settlement. Simmons Decl. ¶ 18. On or about February
11 8, 2023, the Settlement Administrator was provided Class Member contact information by
12 Defendants’ Counsel. Simmons Decl. ¶¶ 13-15; SA ¶¶ 8.2.1, 8.2.2, and Article 2. In
13 adherence with the Preliminary Approval Order, the Settlement Administrator mailed the
14 Settlement Notice on March 24, 2023. Simmons Decl. ¶¶ 16, 18; SA ¶ 2.4 and Exhibit C.

15 The Settlement Notice advised Class Members that they may object to the Settlement
16 by filing an objection and any supporting documents at least thirty (30) days prior to the
17 date the Court sets the Final Approval Hearing in the Preliminary Approval Order. *Id.* ¶
18 2.2.7. The Settlement Administrator established and is operating a Settlement website
19 (www.VCAERISAsettlement.com). Simmons Decl. ¶¶ 20-23; SA at Exhibit A. The
20 Settlement Administrator posted a copy of the Settlement Notices on the Settlement
21 website. Simmons Decl. ¶¶ 19, 22; SA at Exhibit A. The Settlement website also include
22 copies of the operative Complaint, the Settlement Agreement and its exhibits, the
23 Preliminary Approval Order, and the Proposed Final Approval Order and Judgment.
24 Simmons Decl. ¶¶ 19, 22. Plaintiffs’ Motion for Final Approval and the Motion for
25 Attorneys’ Fees and Costs and Class Representative Service Payments will also be posted
26 to the Settlement website.

1 **IV. THE COURT SHOULD FINALLY APPROVE OF THE SETTLEMENT**

2 **A. Legal Standards for Final Approval**

3 Final approval is a multi-step inquiry: first, the Court must certify the proposed
4 settlement class; second, it must determine that the settlement proposal is “fair, reasonable,
5 and adequate;” and third, it must assess whether notice has been provided in a manner
6 consistent with Rule 23 and due process. Fed. R. Civ. P. 23(e)(2); *Adoma v. Univ. of*
7 *Phoenix Inc.*, 913 F. Supp. 2d 964, 972 (E.D. Cal. 2012). These procedures safeguard class
8 members’ due process rights and enable the Court to fulfill its role as the guardian of class
9 interests. The Settlement satisfies each of these requirements.

10 **B. Settlement Class Certification is Appropriate Under Fed. R. Civ. P. 23**

11 Class certification under Rule 23 is a two-step process. First, the plaintiff must
12 demonstrate that numerosity, commonality, typicality, and adequacy are met. Fed. R. Civ
13 P. 23(a). “Class certification is proper only if the trial court has concluded, after a ‘rigorous
14 analysis,’ that Rule 23(a) has been satisfied.” *Wang v. Chinese Daily News, Inc.*, 737 F.3d
15 538, 542 (9th Cir. 2013) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 351
16 (2011)). A plaintiff must then establish that one of the bases for certification in Rule 23(b)
17 is met. *Tom v. Com Dev USA, LLC*, No. CV161363PSGGJSX, 2017 WL 8236268, *2 (C.D.
18 Cal. Sept. 18, 2017) (citing *Amchem Prods., Inc.*, 521 U.S. at 613-14).

19 On February 22, 2023, the Court preliminarily certified the following Class
20 definition:

21 All persons who participated in the Plan at any time during the
22 period from November 22, 2015 through July 24, 2020,
23 including any Beneficiary of a deceased Person who participated
24 in the Plan at any time during the Class Period, and any Alternate
25 Payee of a Person subject to a QDRO who participated in the
26 Plan at any time during the period from November 22, 2015
through July 24, 2020. Excluded from the Settlement Class are
Defendants and their Beneficiaries, any Plan fiduciaries, and the
Judges assigned to this case.

27 ECF No. 85, at 1.

1 Nothing has occurred that would change the Court’s previous determination that
2 Plaintiffs and the Settlement satisfy the requirements under Rule 23(a). First, pursuant to
3 Rule 23(a)(1), there can be no doubt that numerosity is satisfied, as it is undisputed that
4 the class consists of approximately 24,000 Class Members. Rule 23(a)(2), there are
5 questions of law or fact common to the class, including: whether Defendants breached
6 fiduciaries duties to Class Members resulting in their payment of excessive RK&A fees;
7 whether Defendants violated ERISA by failing to follow a proper fiduciary process;
8 whether Defendants permitted the Plan and its participants to pay excessive fees; which
9 Plan fiduciaries are liable for the remedies provided by 29 U.S.C. § 1109(a); and what
10 losses the Plan suffered as a result of each breach of fiduciary duty, among others.

11 Rule 23(a)(3) requires that “the claims or defenses of the representative parties are
12 typical of the claims or defenses of the class.” Here, the claims of the named Plaintiffs
13 are typical of the claims of the Settlement Class. Plaintiffs are former Plan participants;
14 the Class Members are former Plan participants. Plaintiffs’ and Class Members’ claims
15 arise from the same nucleus of facts, pertain to common Defendants, and are based on
16 the same legal theories. Finally, under Rule 23(a)(4), Plaintiffs and their counsel do not
17 have any conflicts of interest with other Class Members and have demonstrated their
18 commitment to prosecute the action vigorously on behalf of the class.

19 The requirements under Rule 23(b) are also satisfied. Plaintiffs seek certification
20 under Rule 23(b)(1), which provides for class treatment where “(1) prosecuting separate
21 actions by or against individual class members would create a risk of: (A) inconsistent or
22 varying adjudications with respect to individual class members that would establish
23 incompatible standards of conduct for the party opposing the class; or (B) adjudications
24 with respect to individual class members that, as a practical matter, would be dispositive
25 of the interests of the other members not parties to the individual adjudications or would
26 substantially impair or impede their ability to protect their interests.” Fed. R. Civ. P.
27 23(b)(1). “Most ERISA class action cases are certified under Rule 23(b)(1).” *Kanawi v.*
28 *Bechtel Corp.*, 254 F.R.D. 102, 111 (N.D. Cal. 2008). This is because issues concerning

1 plan interpretation make individual litigation by class members unwieldy. *See Frazier v.*
2 *Honeywell Savings and Pension Plan*, No. 2:10-cv-10618, Doc. No. 165, at p. 12 (D.
3 Ariz. Nov. 20, 2012) (granting class certification in ERISA action under Rule
4 23(b)(1)(A)); *Humphrey v. United Way*, No. H-05-0758, 2007 WL 2330933 at *10 (S.D.
5 Tex. Aug. 14, 2007) (certifying class of ERISA plan participants challenging the validity
6 of a plan amendment pursuant to Rule 23(b)(1) because “[i]ndividual suits might lead to
7 conflicting orders on the interpretation of the [. . .] Plan”); *In re Citigroup Pension Plan*
8 *ERISA Litig.*, 241 F.R.D. 172, 180 (S.D.N.Y. 2006) (certifying under Rule 23(b)(1) a
9 claim seeking reformation of an ERISA plan “because . . . inconsistent dispositions of
10 these claims by different courts could create an untenable situation.”) (internal quotation
11 omitted).

12 Here, there are approximately 24,000 Class Members who, absent class treatment,
13 “could individually file suit for damages arising from the same conduct.” *Kanawi*, 254
14 F.R.D. at 111. “This would create a risk of ‘inconsistent and varying’ adjudications,
15 resulting in ‘incompatible standards of conduct’ for Defendants.” *Id.* Thus, for example,
16 Defendants “could face differing adjudications regarding the prudent process for
17 determining reasonable recordkeeping fees.” *Wildman v. Am. Century Servs., LLC*, 4:16-
18 cv-00737-DGK, 2017 WL 6045487, at *6 (W.D. Mo. Dec. 6, 2017). Therefore “ERISA
19 cases have become a primary form of Rule 23(b)(1)(A) class actions.” 2 William B
20 Rubenstein, *Newberg on Class Actions* § 4:7 (5th ed., June 2018 update). Certification
21 under Rule 23(b)(1)(A) is appropriate because the primary issues presented here hinge on
22 proper interpretation of the Plan. There is a risk that the prosecution of separate actions
23 would result in inconsistent outcomes resulting from incompatible interpretations of the
24 Plan. Inconsistent interpretations of the Plan in multiple individual actions could and would
25 lead to an unclear set of standards of conduct.

26 Certification is also appropriate under Rule 23(b)(1)(B) because the Court’s
27 adjudication of issues related to interpretation of the Plan and ERISA requirements in
28 Plaintiffs’ case would necessarily affect and be dispositive of the interests of other similarly

1 situated litigants. Certification is thus appropriate under Rule 23(b)(1)(A) and (B). *Tom*,
2 2017 WL 8236268, at *5.

3 **C. The Settlement Is Fair, Reasonable, and Adequate, and Warrants**
4 **Final Approval From the Court**

5 Rule 23(e) requires the district court to determine whether a proposed settlement is
6 “fair, reasonable, and adequate.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934,
7 944 (9th Cir. 2015). To assess the fairness of a class settlement, Ninth Circuit courts
8 consider a number of factors, including: (1) the strength of the plaintiff’s case; (2) the risk,
9 expense, complexity, and likely duration of future litigation; (3) the risk of maintaining
10 class action status throughout the trial; (4) the amount offered in settlement; (5) the extent
11 of discovery completed and the stage of the proceedings; (6) the experience and views of
12 counsel; (7) the presence of a governmental participant; and (8) the reaction of class
13 members to the proposed settlement. *Id.* at 944 (citing *Churchill Vill., LLC v. Gen. Elec.*,
14 361 F.3d 566, 575 (9th Cir. 2004)). Each of these “*Churchill*” factors weigh in favor of
15 final approval.

16 **1. The Strength of Plaintiffs’ Case**

17 When evaluating the strength of a plaintiffs’ case, district courts assess the likelihood
18 of success on the merits and the range of possible recovery. *See Rodriguez v. W. Publ’g*
19 *Corp.*, 563 F.3d 948, 964-65 (9th Cir. 2009). While Plaintiffs believe in the strength of
20 their case, Defendants would vigorously dispute that they breached their fiduciary duties
21 and vigorously dispute that Plaintiffs suffered any damages and that Plan RK&A fees were
22 unreasonable, such that no breaches of fiduciary duty occurred. There would be substantial
23 risk in litigating this case through trial and appeal, which is a process that could take years.
24 Thus, there is far from any guarantee that Plaintiffs and the Class ultimately would have
25 prevailed in this case, which favors approving the Settlement.

26 The Settlement is a prudent course in view of the risk of continued litigation. Given
27 that all Class Members will be eligible to receive payment under the Court-approved Plan
28 of Allocation, the Settlement provides benefits that address all claimed harms without the

1 substantial risk of continued litigation, which includes the risk of dismissal or judgement
2 against Plaintiffs. Accordingly, this factor favors final approval.

3 **2. The Risk, Expense, Complexity, and Likely Duration of Further**
4 **Litigation**

5 The risk, expense, complexity, and likely duration of further litigation all weigh in
6 favor of approving the Settlement. Generally, “unless the settlement is clearly inadequate,
7 its acceptance and approval are preferable to lengthy and expensive litigation with
8 uncertain results.” *Nat’l Rural Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526
9 (C.D. Cal. 2004). Settlements are encouraged in class actions where possible. *See Van*
10 *Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976) (“It hardly seems necessary
11 to point out that there is an overriding public interest in settling and quieting litigation.”).
12 Here, Plaintiffs and the Class faced a risk of losing on liability. Continued litigation would
13 have been expensive and lengthy. The Settlement provides immediate relief for Plan
14 participants, and avoids these risks. This factor weighs in favor of final settlement approval.

15 **3. The Risk of Maintaining Class Action Status Throughout Trial**

16 Plaintiffs strongly believe this action is well-suited for certification of a litigation
17 class. However, Defendants could have sought to appeal a certification ruling under Rule
18 26(f) and/or seek to decertify the Class. Assuming Plaintiffs were able to obtain
19 certification in the first instance, the risk of maintaining class action status through trial
20 weighs in favor of approving the Settlement. *See, e.g., In re Toys R Us-Delaware, Inc. Fair*
21 *& Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 452 (C.D. Cal. 2014)
22 (“Avoiding the risk of decertification, especially where there are doubts concerning the
23 viability of the class, favors approval of the settlement.”). *Churchill* factor 3 weighs in
24 favor of final approval. *See McKenzie v. Federal Exp. Corp.*, 10-cv-02420-GAF, 2012 WL
25 2930201, at *4 (C.D. Cal. July 2, 2012) (“[S]ettlement avoids all possible risk [of
26 decertification]. This factor therefore weighs in favor of final approval of the settlement.”).

4. The Amount Offered in the Settlement

The value attained in the settlement weighs in favor of final settlement approval. The \$1.5 million Qualified Settlement Fund is an excellent result for the Settlement Class and was the product of hard-fought settlement negotiations between the Parties. With this fund, all Class Members will receive compensation based upon the approved Plan of Allocation. SA ¶ 5.3 and Exhibit B. The Qualified Settlement Fund will be applied to pay all Administrative Expenses (including fees and expenses associated with the Independent Fiduciary determination up to \$15,000), notice, the taxes to the Qualified Settlement Fund, any Service Payments, and any payment of Attorneys' Fees and Costs. *Id.* ¶¶ 1.2, 1.4, 1.39, 2.1.3.

As previously discussed, the negotiated \$1.5 million recovery exceeds 25% of the total estimated losses to the Plan. This recovery is at the high end of the “range of possible approval.” *Peel*, 2014 WL 12589317, at *4; *see generally In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706, 715 (E.D. Pa. 2001) (noting that since 1995, class action settlements have typically “recovered between 5.5% and 6.2% of the class members’ estimated losses”); *Stott v. Capital Fin. Servs., Inc.*, 277 F.R.D. 316, 345 n.19 (N.D. Tex. 2011) (approving class settlement “estimated at about 2 to 3 percent of the each individual class member’s total losses” based on the “risks involved in the litigation”); *In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1350 (S.D. Fla. 2011) (recovery of 9 percent was reasonable).

The Settlement Agreement and the \$1.5 million Settlement amount confer a substantial benefit on the Class Members who would otherwise face a significant risk of obtaining no recovery at all if forced to proceed with litigation. This factor thus also weighs in favor of final settlement approval.

5. The Extent of Discovery Completed and the Stage of the Proceedings

The extent of discovery and the stage of the proceedings are also factors that weigh in favor of final approval. While this matter is still in its early stages, Plaintiffs vigorously

1 developed the facts and legal claims in this case. The Parties had begun discovery, and
2 though class certification had not yet been briefed, the discovery conducted was sufficient
3 to convince Defendants to settle for a substantial amount. Plaintiffs received and analyzed
4 mediation-related discovery and informational productions from Defendants to verify not
5 only the details about the Plan and its administration, but also the fairness of the Settlement
6 and related negotiations. Ferich Decl. ¶¶ 11, 17.

7 Class Counsel’s knowledge of facts of this case and of the practice area more
8 broadly informed Plaintiffs’ clear view of the strengths and weaknesses of the case, the
9 decision to go to mediation with Defendants, and the decision to recommend that the Court
10 approve the Settlement. *Id.* ¶¶ 16-20. This factor also favors final approval.

11 **6. The Experience and Views of Counsel**

12 The experience and views of Class Counsel also favor approval of the settlement.
13 Class Counsel are highly experienced in class action litigation, and their firms collectively
14 have many decades of substantial experience in complex litigation. *Id.*; *see also* Class
15 Counsel Decls. In Support of Mot. for Preliminary Approval of Class Action Settlement
16 Agreement, ECF Nos. 75-2 and Exhibit A (Ferich. Decl. and AW firm resume), 75-3
17 (Schork Decl. and Roberts Law Firm resum). Class Counsel believe the settlement is fair,
18 reasonable, and adequate, and an excellent result for Plaintiffs and the Class. Ferich Decl.
19 ¶¶ 16, 21. As the Ninth Circuit observed, “[p]arties represented by competent counsel are
20 better positioned than courts to produce a settlement that fairly reflects each party’s
21 expected outcome in litigation.” *In re Pacific Enterprises Securities Litigation*, 47 F.3d
22 373, 378 (9th Cir. 1995). For this reason, courts find “[t]he recommendations of plaintiffs’
23 counsel should be given a presumption of reasonableness.” *In re Toys R Us-Delaware*, 295
24 F.R.D. at 455 (quoting *Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 622 (N.D. Cal. 1979)).
25 Class Counsel fully endorse the Settlement as fair, reasonable, and adequate, and do so
26 without reservation. Ferich Decl. ¶¶ 21. Accordingly, this factor strongly favors final
27 settlement approval.

1 **7. The Presence of a Governmental Participant**

2 The presence of a governmental participant factor “does not apply because no
3 government entity participated in the case.” *In re Toys R Us-Delaware*, 295 F.R.D. at 455.
4 This factor is neutral and does not impact the Court’s analysis.

5 **8. The Reaction of the Class Members**

6 The final factor considers the reaction of the Class Members to the Settlement. The
7 Settlement’s notice plan was designed to reach all of the approximately 24,000 Class
8 Members, and as of this filing, there have been no objections to the Settlement. “It is
9 established that the absence of a large number of objections to a proposed class action
10 settlement raises a strong presumption that the terms of a proposed class action are
11 favorable to the class members.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221
12 F.R.D. 523, 529 (C.D. Cal. 2004) (collecting cases); *see also In re Fleet/Norstar Sec. Litig.*,
13 935 F. Supp. 99, 107 (D.R.I. 1996). This factor favors final approval, and taken as a whole,
14 the *Churchill* factors demonstrate the Settlement should receive final approval.

15 **D. Other Considerations Support Final Approval From the Court**

16 **1. The Settlement is the Product of Arm’s Length Negotiations**

17 The Court must be satisfied that “the settlement is not the product of collusion among
18 the negotiating parties.” *In re Bluetooth Headset*, 654 F.3d 935, 946-47 (9th Cir. 2011).
19 Plaintiffs achieved the Settlement in contested litigation and through many weeks of arm’s-
20 length negotiations. In this case Plaintiffs undertook substantial investigation of the
21 underlying facts, causes of action, and potential defenses. Ferich Decl. ¶ 19.

22 When settlement negotiations began, Plaintiffs and their counsel had a clear view of
23 the strengths and weaknesses of their case and were in a strong position to make an
24 informed decision regarding the reasonableness of a potential settlement. The Parties
25 engaged in extensive arm’s length negotiations, including a full-day mediation before a
26 mutually agreed upon mediator, David Geronemus of JAMS. Ferich Decl. ¶¶ 8-13.

27 Mr. Geronemus, a highly respected and experienced mediator, has extensive
28 experience with and is well-versed in class action litigation as a result of mediating many

1 class actions, including ERISA class action cases. Mr. Geronemus’s assistance in the
 2 settlement process here further confirms the absence of collusion. *See G. F. v. Contra Costa*
 3 *Cty.*, No. 13-cv-03667, 2015 WL 4606078, at *13 (N.D. Cal. July 30, 2015) (“[T]he
 4 assistance of an experienced mediator in the settlement process confirms that the settlement
 5 is non-collusive.”) (internal quotation marks and citation omitted).

6 *Bluetooth* identified three “signs” of possible collusion: (1) “when counsel
 7 receive[s] a disproportionate distribution of the settlement”; (2) “when the parties negotiate
 8 a ‘clear sailing arrangement,’” under which the defendant agrees not to challenge a request
 9 for an agreed-upon attorney’s fee; and (3) when the agreement contains a “kicker” or
 10 “reverter” clause that returns unawarded fees to the defendant, rather than the class.
 11 *Bluetooth*, 654 F.3d at 947.

12 None of the *Bluetooth* signs are present here. There is no “clear sailing provision.”
 13 SA ¶¶ 6.1-6.2. There is no reversion of the Qualified Settlement Fund (*id.* ¶ 1.24), but rather
 14 the Settlement seeks to distribute all monies to the Class (*id.*, Article V). Any Attorneys’
 15 Fees and Costs (as well as litigation expenses) awarded will be paid from the non-
 16 reversionary Qualified Settlement Fund (*id.* ¶ 1.4), such that there was every incentive to
 17 secure the largest fund possible.

18 There is no indication of collusion in the settlement negotiations and the Settlement
 19 that is being presented to the Court, and none exists.

20 **2. The Approved Plan of Allocation Is Highly Effective**

21 Rule 23(e)(2)(C)(ii) requires consideration of “the effectiveness of any proposed
 22 method of distributing relief to the class, including the method of processing class-member
 23 claims.” Fed. R. Civ. P. 23(e). Here there is no claims process. All Class Members will
 24 receive payment under the Settlement consistent with the Court-approved Plan of
 25 Allocation. SA ¶ 5.3 and at Exhibit B. The exact amount proposed to be paid to each Class
 26 Member from the Net Settlement Amount is based upon the formula set forth in the Plan
 27 of Allocation. *Id.* at Exhibit B.

28 The amounts resulting from the initial calculation are the “Preliminary Entitlement

1 Amount.” Class Members who are entitled to a distribution of less than \$10.00 will receive
2 a distribution of \$10.00 (the “De Minimis Amount”) from the Net Settlement Amount. The
3 Settlement Administrator shall progressively increase Class Members’ payments falling
4 below the De Minimis Amount until the lowest participating Class Member award is the
5 De Minimis Amount, i.e., \$10.00. The resulting calculation shall be the “Final Entitlement
6 Amount” for each Settlement Class Member. The sum of the Final Entitlement Amount for
7 each remaining Settlement Class Member must equal the dollar amount of the Net
8 Settlement Amount. *Id.*

9 Class Members who have an individual investment account in the Mars Plan with a
10 balance greater than \$0 as of January 1, 2023 (“Active Account”) will receive their
11 Settlement payment via a direct deposit into their Mars Plan account by the Recordkeeper.
12 SA at Exhibit B. Class Members without an Active Account will be paid directly by the
13 Settlement Administrator by check. This method of distributing relief to Class Members
14 has already been approved by the Court (ECF No. 85, at 4), and is reasonable and effective
15 (Simmons Decl. ¶ 29).

16 **3. The Proposed Attorneys’ Fees and Costs and Class Representative** 17 **Service Payments Are Reasonable**

18 The Settlement provides for payment of any Attorneys’ Fees and Costs, and Class
19 Representative Service Payments awarded by the Court, to be paid from the Qualified
20 Settlement Fund. SA ¶¶ 1.4, 5.1, 6.1. Plaintiffs will file a separate motion for an award of
21 Attorneys’ Fees, and Costs and Class Representatives’ Service Payments. *Id.* ¶ 6.2. Class
22 Counsel intends to seek up to thirty-three and one-third percent (33 1/3%) of the Qualified
23 Settlement Fund as payment for attorneys’ fees. *Id.* ¶¶ 1.4, 6.1, 6.2. As Plaintiffs will
24 establish in their fee motion, one-third fee awards are standard in similar ERISA
25 recordkeeping fee breach of fiduciary duty cases where a settlement fund is obtained, both
26 in this Court and across the country. *Marshall v. Northrop Grumman Corp.*, No. 16-CV-
27 6794 AB (JCX), 2020 WL 5668935, at *8 (C.D. Cal. Sept. 18, 2020) (collecting cases);
28 *Weil v. Cigna Health & Life Ins. Co.*, No. CV157074MWFJPRX, 2017 WL 10345373, at

1 *4 (C.D. Cal. Apr. 19, 2017) (“The Court agrees with counsel that the 33% fee is justified
2 in this case and preliminarily approves that figure.”).

3 Class Counsel will also seek an award of \$3,000 as Service Payments to each of the
4 four named Class Representatives, for a total of \$12,000. SA ¶¶ 1.39, 6.1, 6.2. The
5 Settlement would not have been possible without the Class Representatives’ participation
6 in and attention to this matter. Ferich Decl. ¶ 22. These payments, if awarded, will also be
7 paid from the Qualified Settlement Fund. SA ¶¶ 1.39, 5.1, 6.1. Plaintiffs incorporate by
8 reference all arguments in the forthcoming motion for attorneys’ fees, litigation expenses
9 and costs, and Service Payments.

10 **V. CONCLUSION**

11 Plaintiffs Brian Smith, Jacqueline Mooney, Angela Bakanas, and Matthew Colón
12 request that this motion be granted and that the Court enter an order: (1) granting final
13 certification of the Settlement Class for settlement; (2) granting final approval of the class
14 action Settlement Agreement; (3) finding that notice has been conducted in accordance
15 with the Court-approved notice plan and due process; (4) dismissing with prejudice
16 Plaintiffs’ and Class Members’ claims against Defendants; and (5) enter a final judgment.

17
18 Dated: April 26, 2023

Respectfully submitted,

19 /s/ Andrew W. Ferich
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Class to Plaintiffs and the Proposed Class

CERTIFICATE OF COMPLIANCE PURSUANT TO L.R. 11-6.2

The undersigned, counsel of record for Plaintiffs certifies that this brief contains 5,698 words, excluding caption, the table of contents, the table of authorities, the signature block, and this certification, which complies with the word limit of L.R. 11-6.1.

/s/ Andrew W. Ferich
Andrew W. Ferich

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8 *Counsel for Plaintiffs and the Class*

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 BRIAN SMITH, JACQUELINE MOONEY,
12 ANGELA BAKANAS, and MATTHEW
13 COLÓN, individually and on behalf of all
14 others similarly situated,

15 Plaintiffs,

16 v.

17 VCA, INC., and THE PLAN COMMITTEE
18 FOR THE VCA, INC. SALARY SAVINGS
19 PLAN, and JOHN AND JANE DOES 1-50,

20 Defendants.

Case No. 2:21-cv-09140-GW-AGR

**DECLARATION OF ANDREW W.
FERICH IN SUPPORT OF
UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT
AGREEMENT**

1 I, Andrew W. Ferich, on oath, hereby declares as follows:

2 1. I am an adult, I have personal knowledge of the facts stated herein, and I am
3 competent to so testify. I am co-counsel for Plaintiffs in this action. I am a partner of
4 Ahdoot & Wolfson, PC (“AW”), and a member in good standing of the bars of the state
5 of Pennsylvania, New Jersey, and the District of Columbia.

6 2. This Declaration is submitted in Support of Plaintiffs’ Unopposed Motion
7 for Final Approval of Class Action Settlement filed contemporaneously herewith. I make
8 the following declaration based upon my own personal knowledge and, where indicated
9 as based on information and belief, that the following statements are true. If called upon
10 as a witness, I could and would competently testify as follows:

11 **INTRODUCTION**

12 3. The Settlement is the product of hard-fought, arm’s length negotiations
13 between experienced counsel after necessary confirmatory discovery by Plaintiffs’
14 counsel, settlement negotiations that included mediation before David Geronemus of
15 JAMS, and extensive ongoing negotiation efforts between counsel for Plaintiffs and
16 Defendants VCA, Inc., the Plan Committee for the VCA, Inc. Salary Savings Plan, and
17 John and Jane Does 1-50 (together, “VCA”). The Settlement secures significant recovery
18 for the putative Class Members, eliminates the risks of protracted litigation, and is an
19 excellent class action settlement result.

20 4. The Settlement provides significant monetary benefits to the Class through
21 the establishment of a non-reversionary Qualified Settlement Fund in the amount of
22 \$1,500,00. Under the proposed Settlement, Class Members do not need to affirmatively
23 submit a claim to receive compensation from the Settlement Fund. Rather, any Plan
24 participant that qualifies as a Class Member under the Settlement Class definition will
25 receive a payment under the proposed Plan of Allocation.

26 5. The Settlement, if finally approved, would resolve all class claims against
27 VCA, on behalf of approximately 24,000 settlement Class Members relating to VCA’s
28 breach of fiduciary duties in violation of ERISA, 29 U.S.C. §§ 1001-1461.

1 6. For all the reasons explained herein, I believe the proposed Settlement to
2 be fair, reasonable, adequate, and in the best interests of the proposed Settlement Class.
3 Accordingly, the Settlement should receive final approval from the Court.

4 **MEDIATION AND SETTLEMENT NEGOTIATIONS**

5 7. Following commencement of this action, Plaintiffs and Defendants engaged
6 in open dialogue about case management issues and engaged in multiple meet-and-confer
7 discussions. During these conferrals in July 2022, the parties discussed the prospect of
8 early resolution. As a result, the parties mutually agreed to mediate this matter.

9 8. The parties reserved an all-day mediation session with David Geronemus of
10 JAMS—a highly experienced mediator with expertise in ERISA class action
11 settlements—for November 9, 2022. In preparation, the parties began settlement
12 negotiations and organizing for the November 9 mediation.

13 9. On November 9, 2022, the parties participated in an all-day mediation
14 session. The negotiations during the mediation session were hard-fought, conducted at
15 arm’s length and in good faith, allowing the parties to communicate their respective
16 positions on the litigation and their claims and defenses with each other and the mediator.
17 With Mr. Geronemus’s guidance, the parties conducted a productive mediation session
18 marked by zealous advocacy by counsel for both sides on behalf of their clients. At all
19 times, the negotiations were conducted in an adversarial manner with each side
20 vigorously representing their clients’ interests.

21 10. By the end of the mediation, the parties reached an agreement in principle
22 to settle the litigation, having agreed to the creation of a Qualified Settlement Fund
23 consisting of a Gross Settlement Amount of \$1,500,00.00.

24 11. Prior to and during mediation and settlement negotiations, Plaintiffs
25 received and analyzed mediation-related discovery and informational productions from
26 Defendants to verify not only the details about the Plan and its administration, but also
27 the fairness of the Settlement and related negotiations.

28

1 12. During negotiations, the parties deferred discussions about maximum
2 Service Payments to be sought on behalf of the proposed Class Representatives, as well
3 as the amount of Attorneys' Fees and Costs to be sought by Plaintiffs' counsel until after
4 reaching an agreement on all material terms of the settlement.

5 13. Following the mediation session, the parties continued to confer and finalize
6 the Settlement's terms. During this time, the parties exchanged numerous drafts of the
7 Settlement Agreement and its exhibits, negotiating, and ironing out various details to
8 maximize the benefits to the Class Members including the Plan of Allocation, the best
9 Notice to Class Members, and the selection of the Settlement Administrator.

10 14. Plaintiffs' Counsel solicited competing bids from three separate third-party
11 administrators for settlement notice and administration. With each of the potential
12 settlement administrators, proposed Class Counsel discussed the notice and distribution
13 plans agreed to in the Settlement. Counsel ultimately negotiated an agreement with
14 Analytics Consulting LLC ("Analytics Consulting"), a nationally recognized leader in
15 class action settlement administration with expertise in ERISA class action settlements
16 that has administered hundreds of class action settlements. Analytics Consulting
17 estimates that the total administration and notice charges in this matter will be between
18 approximately \$45,000 and \$65,000. In my experience, this estimate is reasonable in the
19 context of this proposed Settlement, and includes all costs associated with providing
20 direct notice, class member data management, CAFA notification, telephone support,
21 claims administration, creation and management of the Settlement Website,
22 disbursements, and tax reporting, and includes postage.

23 15. After comprehensive negotiations, Plaintiffs and VCA finalized the terms of
24 the Settlement and executed the final Settlement Agreement on January 30, 2023.

25 **THE FAIRNESS AND REASONABLENESS OF THE SETTLEMENT**

26 16. I believe the Settlement Agreement is fair, reasonable, and adequate, and is
27 in the best interests of Plaintiffs and putative Class Members. Despite my strong belief in
28 the merits of this litigation and likelihood of success as trial, I nonetheless believe that

1 the benefits to Plaintiffs and the putative Class pursuant to the agreed upon terms
2 substantially outweigh the risks of continuing to litigate the claims—namely, the delay
3 that would result before Plaintiffs and putative Class Members receive any benefits
4 should the action proceed to trial; the possibility of a negative outcome at trial; and the
5 possibility of a negative outcome post-trial should Defendant appeal a judgment in favor
6 of the putative Class. This Settlement provides significant benefits now and is in the best
7 interests of all putative Class Members.

8 17. The proposed Settlement was entered into by Plaintiffs with the benefit of
9 the substantial experience of Plaintiffs’ Counsel. In my opinion and based on my
10 experience in class action litigations, Plaintiffs’ Counsel had all of the information
11 necessary to properly evaluate the case and determine the terms and conditions of the
12 proposed Settlement based on: (a) vigorous confirmatory and pre-mediation discovery
13 relating to the claims and in connection with settlement negotiations; (b) the investment
14 of significant time and efforts into researching and briefing the validity of the claims;
15 (c) attending mediation with an experienced mediator and providing strong arguments in
16 favor of their clients to the mediator and each other; (d) exchanging and reviewing nearly
17 2,000 pages of documents provided by VCA prior to the mediation; (e) consulting with
18 ERISA experts on the reasonableness of RK&A fees for defined contribution 401(k)
19 plans similar to the Plan; and (f) evaluating potential sources of recovery.

20 18. Plaintiffs’ Counsel are well-suited to represent the Settlement Class, have
21 actively participated in the litigation, and will continue to do so through Final Approval.

22 19. Among other actions, Counsel identified and investigated the claims and
23 defenses in this lawsuit as well as the underlying facts, engaged in motion practice,
24 conducted discovery, spoke with numerous Class Members, engaged in an all-day
25 mediation session and protracted negotiations with VCA, and successfully negotiated this
26 Settlement. Importantly, Plaintiffs’ Counsel do not have any conflicts of interest with the
27 absent Class Members, as their claims are coextensive with those of the Class Members.

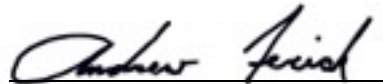
28 20. Plaintiffs’ Counsel are highly qualified to represent the Class in this action

1 and have extensive, notable experience in the class action and complex litigation bar.
2 Plaintiffs' Counsel have prosecuted and defended numerous class actions, including
3 ERISA class actions relating to retirement plans, so they are aware of the defenses and
4 risks at issue in this litigation. The attorneys at AW are experienced litigators who have
5 often been appointed by state and federal courts as lead class counsel, including in
6 multidistrict litigation. In over two decades of its successful existence, AW has
7 successfully vindicated the rights of millions of class members in protracted, complex
8 litigation, conferring hundreds of millions of dollars to the victims, and affecting real
9 change in corporate behavior. A copy of AW firm's resume is attached to my
10 declaration in support of the granted Motion for Preliminary Approval. *See* Decl. of
11 Andrew W. Ferich in Support of Mot. for Preliminary Approval of Class Action
12 Settlement Agreement, ECF No. 75-2 and Exhibit A (AW firm resume).

13 21. With that, I fully endorse the Settlement as fair, reasonable, and adequate,
14 and an excellent result for Plaintiffs and the Class, and do so without reservation.

15 22. In connection with filing a separate motion for an award Attorneys' Fees
16 and Costs, and Class Representative Service Payments, Class Counsel will seek an award
17 of \$3,000 as Service Payments to each of the four named Class Representatives, for a
18 total of \$12,000, to compensate them for their extensive participation and attention in this
19 matter. Without such effort and zealous advocacy on behalf of the Class, the Settlement
20 would not have been possible.

21 I hereby certify that the foregoing is true and correct. Executed at Radnor,
22 Pennsylvania on April 26, 2023.

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25 Andrew W. Ferich
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BRIAN SMITH, JACQUELINE
MOONEY, ANGELA BAKANAS, and
MATTHEW COLÓN, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

VCA, INC., and THE PLAN
COMMITTEE FOR THE VCA, INC.
SALARY SAVINGS PLAN, and, JOHN
AND JANE DOES 1-50

Defendants.

Case No. 2:21-cv-09140-GW-AGR

**DECLARATION OF RICHARD W.
SIMMONS IN SUPPORT OF
PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

1 I, Richard W. Simmons, declare and state as follows:

2 1. My name is Richard W. Simmons. I have personal knowledge of the matters
3 set forth herein, and I believe them to be true and correct.

4 2. I am President of Analytics Consulting, LLC (hereinafter “Analytics”)¹,
5 located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. My company is one
6 of the leading providers of class and collective action notice and claims management
7 programs in the nation. Analytics’ class action consulting practice, including the design
8 and implementation of legal notice campaigns, is one of the oldest in the country.
9 Through my work, I have personally overseen court-ordered class and collective notice
10 programs in more than 2,500 matters.

11 3. In its Order Granting Preliminary Approval of Class Action Settlement,
12 Preliminarily Certifying a Class for Settlement Purposes, Approving Form and Manner
13 of Settlement Notice, Preliminarily Approving Plan of Allocation, and Scheduling a Final
14 Approval Hearing Order on February 22, 2023 (the “February 22, 2023 Order”), the Court
15 approved the Settlement Notice Plan (the “Notice Plan” or Plan) proposed in the
16 Settlement Agreement in *Smith, et al. v. VCA Inc., et al.*, No. 2:21-cv-09140-GW-AGR
17 in the Central District of California, appointed Analytics as Settlement Administrator,
18 and tasked Analytics with implementing the Notice Plan. Analytics responsibilities
19 included the mailing of the Class Notice to all known Class Members, the establishment
20 and maintenance of a Settlement Website, and the establishment of a toll-free hotline and
21 dedicated email address to assist Class Members with questions regarding the Settlement.
22 The facts in this declaration are based on what I personally know, as well as information
23 provided to me in the ordinary course of my business by my colleagues at Analytics.

24 4. Analytics performed the services described herein under my supervision and
25 I submit this Declaration to provide the Court with: 1) proof of the dissemination of the

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

1 Court-approved Notices; and, 2) why the notice in this matter provides due process for
2 members of the proposed Settlement Class.

3 **EXPERIENCE RELEVANT TO THIS CASE**

4 5. Founded in 1970, Analytics has consulted for 53 years regarding the design
5 and implementation of legal notice and claims management programs relating to class
6 and collective action litigation. These engagements include notice and claims
7 administration involving antitrust, civil rights, consumer fraud, data breach, employment,
8 insurance, product defect/liability, and securities litigation.

9 6. Analytics' clients include corporations, law firms (both plaintiff and
10 defense), and the federal government. Analytics' long-term federal contracts include the
11 following:

12 a. Since 1998, Analytics has been under contract (five consecutive five-
13 year contracts) with the Federal Trade Commission ("FTC") to administer and provide
14 expert advice regarding notice (including published notice) and claims processing in their
15 settlements/redress programs;

16 b. Since 2013, Analytics has been under contract (recently renewed for
17 an additional five years) with the Department of Justice ("DOJ") to administer and
18 provide expert advice regarding (including published notice) notice and claims
19 processing to support their asset forfeiture/remission program; and,

20 c. Since 2013, Analytics has been appointed as a Distribution Agent
21 (two consecutive five-year terms) by the Securities and Exchange Commission ("SEC")
22 to administer and provide expert advice regarding notice (including published notice) and
23 claims processing to support their investor settlements.

24 7. I joined Analytics in 1990 and have 33 years of direct experience in
25 designing and implementing class action settlements and notice campaigns. The notice
26 programs I have managed range in size from fewer than 100 class members to more than
27 40 million known class members, including some of the largest and most complex notice
28 and claims administration programs in history.

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

6 9. I have presented to panels of judges and lawyers on issues regarding class
7 notice, claims processing, and disbursement. In 2011, I was a panelist at the Federal
8 Judicial Center’s (“FJC”) workshop/meeting regarding class action notice and settlement
9 administration. In 2014, I was interviewed by the CFPB regarding notice and claims
10 administration in class action litigation as part of their study on arbitration and consumer
11 class litigation waivers. In 2016, I worked with the FTC to conduct research regarding:
12 a) the impact of alternate forms of notice on fund participation rates; and, b) the impact
13 of alternate formats of checks on check cashing rates. In 2016, I was an invited participant
14 to the Duke Law Conference on Class Action Settlements regarding electronic
15 notification of class members. In 2017, I was the primary author of the Duke Law
16 Conference on Class Action Settlement’s guide to best practices regarding the evaluation
17 of class action notice campaigns (including notice by electronic means). I am currently
18 contributing to the Rabiej Litigation Lase Center’s forthcoming Class Action Best
19 Practices Checklist, developing recommendation for judges to use when approving a
20 class-action settlement to ensure efficient methods of notice and distribution, compliance
21 with Rule 23, and overall fairness.

22 10. I have co-authored and presented CLE programs and whitepapers regarding
23 class notice and class action claims administration. In 2016, I co-authored a paper titled
24 “*Crafting Digital Class Notices That Actually Provide Notice*” (Law360.com, New York
25 (March 10, 2016). My speaking engagements regarding notice include: Risks and
26 Regulations: Best Practices that Protect Class Member Confidentiality, HB Litigation
27 Conference on Class Action Mastery in New York City (2018); *Recent Developments in*
28 *Class Action Notice and Claims Administration*, Practising Law Institute in New York

1 City (2017); *The Beginning and the End of Class Action Lawsuits*, Perrin Class Action
2 Litigation Conference in Chicago (2017); *Class Action Administration: Data and*
3 *Technology*, Harris Martin Target Data Breach Conference in San Diego (2014);
4 *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy &
5 Bacon, LLP in Kansas City (2013), Halunen & Associates in Minneapolis (2013), and
6 Susman Godfrey in Dallas (2014); and *Class Actions 101: Best Practices and Potential*
7 *Pitfalls in Providing Class Notice*, CLE Program, presented to the Kansas Bar
8 Association (March 2009).

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

15 **CAFA**

16 12. On February 10, 2023, Analytics sent CAFA Notices to the Attorneys
17 General of States where Class Members were residents, according to defendants' records,
18 and the Attorney General of the United States.

19 **NOTICE**

20 13. On or about February 8, 2023, Analytics received a password-protected
21 spreadsheet from Defendants' counsel (hereinafter "Class Data"). The Class Data
22 included 23,976 class members and provided names, Social Security Numbers, mailing
23 addresses, email addresses, and year-end account balances from 2015 through 2020.

24 14. After receiving the class list, Analytics conducted a skip-trace in order to
25 identify current mailing address information for class members. All addresses were then
26 updated using the National Change of Address ("NCOA") database maintained by the
27
28

1 United States Postal Service (“USPS”);² certified via the Coding Accuracy Support
2 System (“CASS”);³ and verified through Delivery Point Validation (“DPV”).⁴ The
3 address list was then reviewed to identify and consolidate duplicate entries. The address
4 list was then reviewed to identify and consolidate duplicate entries.

5 15. These measures ensured that all appropriate steps have been taken to send
6 Notices to current and valid addresses and resulted in mailable address records for 23,930
7 Class Members.

8 16. After updating the addresses, on March 24, 2023, Analytics mailed the
9 Settlement Postcard Notice to 23,930 Class Members that had a mailing address available
10 in the Class Data. A copy of the Settlement Postcard Notice template is attached hereto
11 as **Exhibit B**. The same day, Analytics also emailed the Settlement Postcard Notice to
12 17,862 class members who had an email address available in the Class Data.

13 17. As of the date of this Declaration, 185 Settlement Postcard Notices to Class
14 Members have been returned to Analytics by the U.S. Postal Service with a forwarding
15 address. In each case, Analytics updated the class list with the forwarding address and
16 processed a re-mail of the Notice to the updated address.

17 18. As of the date of this Declaration, 747 Settlement Postcard Notices were
18 returned to Analytics by the U.S. Postal Service without a forwarding address. Analytics
19 conducted another skip trace in attempt to ascertain a valid address for the affected Class
20 Members. As a result of these efforts, 70 new addresses were identified for Class
21 Members. Analytics subsequently updated the class list with these new addresses and
22 processed a re-mail of the applicable Notice to each of those addresses. Notice was

23 _____
24 ² The NCOA database contains records of all permanent change of address submissions received by
25 the USPS for the last four years. The USPS makes this data available to mailing firms and lists
26 submitted to it are automatically updated with any reported move based on a comparison with the
27 person’s name and last known address.

28 ³ The CASS is a certification system used by the USPS to ensure the quality of ZIP +4 coding systems.

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

1 successfully delivered to 23,253 Class Members, representing 97.2% of the Settlement
2 Class.

3 19. On March 24, 2023, Analytics published the long-form Settlement Notice at
4 the Settlement Website, www.VCAERISAsettlement.com. A copy of the template of the
5 long-form Settlement Notice is attached hereto as **Exhibit C**.

6 **CASE WEBSITE AND TOLL-FREE TELEPHONE NUMBER**

7 20. On March 24, 2023, Analytics established and continues to maintain a
8 Website dedicated to this Action (www.VCAERISAsettlement.com) to assist Class
9 Members. The Website address was set forth in the Notice.

10 21. Recognizing the increasingly mobile nature of communications, the Website
11 is mobile optimized, meaning it can be clearly read and used by Class Members visiting
12 the Website via smart phone or tablet.

13 22. By visiting the Website, Class Members are able to read and download key
14 information about the litigation, including, without limitation the Class Notice,
15 Settlement Agreement, Complaint, relevant Orders, and answers to frequently asked
16 questions (FAQs).

17 23. As of the date of this Declaration, the Website has been visited 7,279 times
18 by 6,894 unique visitors.

19 24. Beginning on March 24, 2023, Analytics established and continues to
20 maintain a toll-free telephone number for the Action, 1-877-310-7941. This toll-free
21 telephone line connects callers with an Interactive Voice Recording (“IVR”). By calling
22 this number, Class Members are able to listen to pre-recorded answers to Frequently
23 Asked Questions (“FAQs”) or request to have a Notice mailed to them. The toll-free
24 telephone line and IVR have been available 24 hours a day, 7 days a week.

25 25. In addition, Monday through Friday from 8:30 a.m. to 5:00 p.m. Central
26 Time (excluding official holidays), callers to the toll-free telephone line are able to speak
27 to a live operator regarding the status of the Action and/or obtain answers to questions
28

1 they may have about the Notice. During other hours, callers may request a call back which
2 is automatically queued the next business day.

3 26. Class Members could also email a dedicated email address –
4 info@VCAERISAsettlement.com with questions regarding the Settlement.

5 27. As of the date of this Declaration, Analytics has received one hundred and
6 fifty-six (156) calls and forty-seven (47) emails regarding the Settlement. Analytics’ staff
7 spent necessary time to answer each Class Member’s questions regarding the Settlement.
8 I am aware of no questions from Class Members that were unanswered or otherwise
9 remain outstanding.

10 **OBJECTIONS**

11 28. As of the date of this Declaration, I am not aware of any objections
12 to the Settlement.

13 **PLAN OF ALLOCATION**

14 29. Under the Settlement’s Plan of Allocation, Class Members who have an
15 individual investment account in the Mars Plan with a balance greater than \$0 as of
16 January 1, 2023 (“Active Account”) will receive their Settlement payment via a direct
17 deposit into their Mars Plan account by the Recordkeeper. Class Members without an
18 Active Account will be paid directly by check. This method of distributing relief to
19 Class Members is consistent with my experience in prior settlements involving similar
20 fact situations and is reasonable and effective.

21 **ADMINISTRATIVE FEES AND COSTS**

22 30. Analytics estimates its total fees and costs for its services in this matter
23 will be between \$45,000 and \$65,000. This estimate included all costs associated with
24 providing direct notice, class member data management, CAFA notification, telephone
25 support, creation and management of the Settlement website, disbursements and tax
26 reporting, and postage.

PERFORMANCE OF THE NOTICE PROGRAM

1
2 31. Many courts have accepted and understood that a 75% or 80% reach is
3 sufficient. In 2010, the FJC issued a “Judges’ Class Action Notice and Claims Process
4 Checklist and Plain Language Guide” (the “FJC Guide”). This FJC Guide states that,
5 “[t]he lynchpin in an objective determination of the adequacy of a proposed notice effort
6 is whether all the notice efforts together will reach a high percentage of the class. It is
7 reasonable to reach between 70–95%.”⁵ In this matter, we delivered Notice to 97.2% of
8 the Settlement Class, exceeding the high end of this ranges.

PLAIN LANGUAGE NOTICE DESIGN

9
10 32. The Notice forms used in this matter were designed to be “noticed,”
11 reviewed, and—by presenting the information in plain language—understood by
12 Settlement Class Members. The Settlement Notice contained plain-language summaries
13 of key information about Settlement Class Members’ rights and options pursuant to the
14 Settlement.

CONCLUSION

15
16 33. In class action notice planning, execution, and analysis, we are guided by
17 due process considerations under the United States Constitution, state and local rules and
18 statutes, and further by case law pertaining to notice. This framework requires that: (1)
19 notice reaches the class; (2) the notice that actually comes to the attention of the class is
20 informative and easy to understand; and (3) class members rights and members’ rights
21 and options easy to act upon. All of these requirements will be met in this case:

22 a. Settlement Notice was provided to nearly all Settlement Class
23 Members in this Litigation.

24 b. The Settlement Notice was designed to be “noticed” and are written
25 in carefully organized, plain language; and,
26

27
28 ⁵ *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* at 3, FED. JUD. CTR. (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

1 c. Response mechanisms were designed to support Settlement Class
2 Member requests and respond to their inquiries.

3 34. As implemented, the Program informed Settlement Class Members of the
4 existence of the Litigation and Settlement through direct mail. These notice efforts were
5 supplemented by a website, e-mail support, and toll-free phone support. In reaching
6 97.1% of the class, the Notice Program provides comprehensive notice and support to
7 Settlement Class Members.

8 35. The Notice Program provided the best notice practicable under the
9 circumstances of this case, conformed to all aspects of Rule 23, and comports with the
10 guidance for effective notice articulated in the Manual for Complex Litigation.

11 36. In my opinion, the Notice Program provided the best notice practicable
12 under the circumstances of this Litigation.

13 37. This Notice Program was consistent with or exceeds:

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

18 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the
19 foregoing is true and correct to the best of my knowledge, information, and belief.

20
21 Dated April 24, 2023

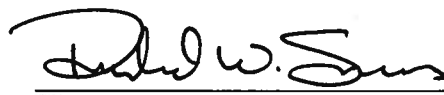

Richard W. Simmons

EXHIBIT A



Richard W. Simmons

Richard W. Simmons is the President of Analytics Consulting LLC¹. Mr. Simmons joined Analytics in 1990 and has more than 32 years of experience developing and implementing class action communications and settlement programs.

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

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

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

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

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

Mr. Simmons graduated from St. Olaf College with a B.A. in Economics (with a year at University College, Dublin), pursued a PhD. in Agricultural and Applied Economics (with a concentration in

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



industrial organization and consumer/behavioral economics) at the University of Minnesota², and has received formal media planning training from New York University.

APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

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

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

SPEAKER/EXPERT PANELIST/PRESENTER

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

- Mr. Simmons served as a panelist for the Francis McGovern Conferences on “Distribution of Securities Litigation Settlements: Improving the Process”, at which regulators, judges, custodians, academics, practitioners and claims administrators participated.
- In 2011, Mr. Simmons was a panelist at the Federal Judicial Center’s workshop/meetings regarding class action notice and settlement administration.
- In 2014, Mr. Simmons was invited to be interviewed by the Consumer Financial Protection Bureau as an expert on notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers
- In 2016, Mr. Simmons presented results of research regarding the impact of forms of notice on fund participation rates to the Federal Trade Commission.

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



ANALYTICS

- In 2019, Mr. Simmons was the only claims administration expert invited to be a panelist to the Federal Trade Commission’s Workshop on Consumers and Class Action Notices, where he spoke regarding the impact of different forms of notice on settlement participation rates and improving response rates to class action notices.

Mr. Simmons’ speaking engagements regarding class notice include:

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

Mr. Simmons’ writings regarding class notice include:

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

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

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

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

Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of



ANALYTICS

the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.

* * *

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

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

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

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

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

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

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



ANALYTICS

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

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

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

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

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

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

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

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

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

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



ANALYTICS

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

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



Practice Area	Engagement	Citation
Antitrust	<i>All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.</i>	08-CV-1816 (E.D.N.Y.)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Aluminum Phosphide Antitrust Litigation</i>	Case No. 93-cv-2452 (D. Kan.)
	<i>In Re: Beef Antitrust Litigation</i>	MDL No. 248 (N.D. Tex.)
	<i>In Re: Bromine Antitrust Litigation</i>	MDL No. 1310 (S.D. Ind.)
	<i>In Re: Corrugated Container Antitrust Litigation</i>	MDL No. 310 (S.D. Tex.)
	<i>In Re: Industrial Silicon Antitrust Litigation</i>	Case No. 95-cv-2104 (W.D. Pa.)
	<i>In Re: Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs</i>	MDL No. 10 (S.D.N.Y.)
	<i>In Re: Workers Compensation Insurance Antitrust Litigation</i>	Case No. 4:85-cv-1166 (D. Minn.)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
Asset Forfeiture	<i>Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.</i>	Case No. 03-cv-203796-1 (Spokane County, Wash.)
	<i>Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.</i>	Case No. 7:00-cv-123-BR(1) (E.D. S.C.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB (E.D. Fla)
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	Case No. 09-cv-01731 (C.D. Cal.)
	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. Alfredo Susi, et al.</i>	6:10-cr-109-Orl-35DAB
	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 05-cv-058 (D.R.I.)
	<i>United States of America v. Evolution Marketing Group</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
Biometric Privacy	<i>United States of America v. George David Gordon</i>	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	<i>United States of America v. Regenesis Marketing Corporation</i>	No. C09-1770RSM (W.D. Wash.) (E.D. FL)
	<i>United States of America v. Zev Saltsman</i>	Case No. 04-cv-641 (E.D.N.Y.)
	<i>Allen v R.J. Van Drunen & Sons, Inc.</i>	Case No.: 2:20cv02106-CSB-EIL (C.D. Ill.)
	<i>Alric Howell v Lakes Venture dba Fresh Thyme Farmers Market</i>	1:20-cv-02213 (N.D. IL)
	<i>Andrea Jones et al. v Rosebud Restaurants, Inc.</i>	2019CH12910 (Cook County, IL)
	<i>Angela Karikari v Carnagio Enterprises, Inc.</i>	Case No.: 2019L000168 Circuit Court of Dupage County, IL
	<i>Anthony Rodriguez v Senior Midwest Direct, Inc.</i>	Case No.: 2021-CH-00811 (Cook County, IL)
	<i>Anton Tucker et al. v Momence Packing Co.</i>	Case No. 2019-L-000098 (Kankakee County, IL)
	<i>Belicia Cruz v The Connor Group, A Real Estate Investment Firm, LLC</i>	Case No.: 1:22cv01966 (N.D. IL)
<i>Brittany Willoughby v Lincoln Insurance Agency, Inc.</i>	Case No.: 2022CH01917 Circuit Court of Cook County, IL	
<i>Charles Devose v Ron's Temporary Help Services, Inc. d/b/a Ron's Staffing Services, Inc.</i>	Case No.: 19L 1022 Circuit Court of Will County III	
<i>Charles Hilson v MTIL, Inc.</i>	20 L 440 (Will County, IL)	
<i>Charles Thurman et al. v NorthShore University HealthSystem</i>	Case No. 2018-CH-3544 (Cook County, IL)	
<i>Christopher Crosby et al. v Courier Express One, Inc.</i>	2019-CH-03391 (Cook County, IL)	
<i>Clifford Like et al. v Professional Freezing Services LLC</i>	2019 CH 04194 (Cook County, IL)	



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	<i>Danielle Parker v Dabecca Natural Foods, Inc.</i>	2019 CH 1845 (Cook County, IL)
	<i>Darrin Hall v Whiting Corporation</i>	Case No.: 2021L000912 (Will County, IL)
	<i>Deanna Ramirez v Greater Rockford Auto Auction, Inc.</i>	Case No.: 2021-L-48 (Winnebago County, IL)
	<i>Dearlo Terry v Griffith Foods</i>	2019CH12910 (Cook County, IL)
	<i>Drape et al. v S.F. Express Corporation</i>	20-L-001094 (DuPage County, IL)
	<i>Eslanda Bertasiute v The Hari Group, Inc.</i>	Case No.: 2020CH07055 Circuit Court of Cook County, IL
	<i>Francesca Graziano et al. v Royal Die and Stamping LLC dba Royal Power Solutions, LLC</i>	2019-L-00169 (DuPage County, IL)
	<i>Gniecki Katarzyna v Columbia Sussex Management</i>	Case No.: 2021CH00677 (Cook County, IL)
	<i>Heard, et al. v. THC – Northshore, Inc.</i>	Case No. 2017-CH-16918 (Cook County, IL)
	<i>Hector Campos v Sonoco Products Company</i>	Case No.: 2021CH01223
	<i>Hubler v Placemart Agency d/b/a/ Nashville Material & Supply LLC</i>	Case No.: 2021L11 (Washington County, IL)
	<i>Jacob Weeks v Tricon Industries Manufacturing</i>	Case No.: 2021L32 (LaSalle County, IL)
	<i>Jada Marsh v CLS Plasma, Inc.</i>	Case No.:1:19cv07606 (N.D. IL)
	<i>Javier Vega v Mid-America Taping & Reeling, Inc.</i>	Case No.: 2019CH03776 Circuit Court DuPage County, IL
	<i>Jeremy Webb et al. v Plochman, Inc.</i>	Case No. 2020-L-15 (Kankakee County, IL)
	<i>Jerrold Lane et al. v Schenker, Inc.</i>	3:19-cv-00507 NJR-MAB (S.D. IL)
	<i>Joseph Ross v Caremel, Inc.</i>	2019L000010 (Kankakee County, IL)
	<i>Joshua Eden Mims v Monda Window & Door Corp.</i>	2019 CH 10371 (Cook County, IL)
	<i>Katherine Martinez et al. v Nando's Restaurant Group, Inc.</i>	1:19-cv-07012 (N.D. IL)
	<i>Latonia Williams v Personalizationmall.Com, LLC</i>	Case No.: 1:20cv00025 (N.D. IL)
	<i>Lawrence et al v Atria Management Company, LLC</i>	Case No: 2020-ch-01384 (Cook County, IL)
	<i>Lawrence v Capital Senior Living, Inc.</i>	Case No.: 2021-l-000267 (Dupage County, IL)
	<i>Leen Abusalem et al. v The Standard Market, LLC</i>	2019L000517 (Dupage County, IL)
	<i>Marcus McCullum v IKO Midwest, Inc.</i>	Case No.: 2020CH05114 (Cook County, IL)
	<i>Maria Tapia-Rendon v United Tape & Finishing Co., Inc</i>	Case No.:1:21cv03400 (N.D. IL)
	<i>Maurilio Ortega v Rapid Displays, Inc.</i>	Case No.: 2020CH00140 Circuit Court of Cook County, IL (Chancery Division)
	<i>Maysoun Abudayyeh v Envoy Air, Inc.</i>	Case No.: 1:21cv00142 (N.D. IL)
	<i>Melone v General RV Center</i>	Case No.: 21L000405 (Kane County, IL)
	<i>Michael Pfotenhauer v Alfagomma Aurora TF LLC</i>	Case No.: 21L000251 (Kane County, IL)
	<i>Michelle Sedory v Aldi, Inc.</i>	Case No.: 20CH02768 (Cook County, IL) (Chancery Division)
	<i>Mims v Trippe Manufacturing Company, d/b/a Trippe Lite</i>	Case No.: 2019-ch-10189 (Cook County, IL)
	<i>Morales v Graham Packing Plastic Products, LLC</i>	Case No: 2021I000801 (Dupage County, IL)
	<i>Neisha Torres et al. v Eataty Chicago, LLC</i>	2020 CH 6417 (Cook County, IL)
	<i>Olman v U.S.A. Recycling, Inc. d/b/a Pallet Logistics Management, Inc.</i>	Case No.: 21L0737 (St. Clair County, IL)
	<i>Otilia Garcia et al. v Club Colors Buyers LLC</i>	Case No. 2020 L 001330 (Dupage County, IL)
	<i>Rafael Vazquez v Pet Food Experts, Inc.</i>	2019 CH 14746 (Cook County, IL)
	<i>Rea v Skolnik Industries, Inc.</i>	Case No.: 2021-ch-00571 (Cook County, IL)
	<i>Ricardo White v Bridgeway of Bensenville Independent Living, LLC</i>	2019 CH 03397 (Cook County, IL)



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Business	<i>Roach v. Walmart Inc.</i>	Case No. 2019-CH-01107 (Cook County, IL)
	<i>Robert Corey v Wireless Vision, LLC</i>	Case No.: 2020CH1192 (Cook County, IL)
	<i>Rosy Gomez v Resource Management Group, Inc.</i>	Case No.: 2021ch04440 (Cook County, IL)
	<i>Seyon Haywood v Thyssenkrupp Dynamic Components Danville, LLC</i>	Case No.: 2021L000057 (Vermillion County, IL)
	<i>Shonnette Banks v Meridian Lodging Associates, LLP</i>	Case No.: 1:20cv07030 (N.D. Ill.)
	<i>Stark v Joliet Cold Storage, LLC</i>	Case No.: 191182 (Will County, IL)
	<i>Steven Horn v Method Products</i>	Case No.: 1:21cv05621 (E.D. IL)
	<i>Sykes v. Clearstaff, Inc.</i>	Case No. 19-CH-03390 (Cook Co. IL)
	<i>Tiffanie Snider v Heartland Beef, Inc.</i>	Case No.: 4:20cv04026 (C.D. IL)
	<i>Trayes v Midcon Hospitality Group, LLC et al.</i>	Case No. 19-CH-11117 (Cook County, IL)
	<i>Tyronne L. Helm et al. v Marigold, Inc.</i>	2020-CH-003971 (Cook County, IL)
	<i>Villasenor v Air & Ground Services, Inc.</i>	Case No.: 2021CH5558 (Cook County, IL)
	<i>White v Willow Crest Nursing Pavilion, LTD</i>	Case No: 2021CH04785 (Cook County, IL)
	<i>William Clow v The Sygma Network, Inc.</i>	Case No.: 1:22cv01094-CSB-EIL (C.D. IL)
	<i>American Golf Schools, LLC, et al. v. EFS National Bank, et al.</i>	Case No. 00-cv-005208 (D. Tenn.)
	<i>AVR, Inc. and Amidon Graphics v. Churchill Truck Lines</i>	Case No. 4:96-cv-401 (D. Minn.)
	<i>Buchanan v. Discovery Health Records Solutions</i>	Case No. 13-015968-CA 25 (Miami Dade County)
	<i>Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.</i>	Case No. 06-CC-00137 (Orange County, Cal.)
	<i>F.T.C. v. Ameritel Payphone Distributors</i>	Case No. 00-cv-514 (S.D. Fla.)
	<i>F.T.C. v. Cephalon</i>	Case No. 08-cv-2141 (E.D. Pa.)
	<i>F.T.C. v. Datacom Marketing, Inc.</i>	Case No. 06-cv-2574 (N.D. Ill.)
	<i>F.T.C. v. Davison & Associates, Inc.</i>	Case No. 97-cv-01278 (W.D. Pa.)
	<i>F.T.C. v. Fidelity ATM, Inc.</i>	Case No. 06-cv-81101 (S.D. Fla.)
	<i>F.T.C. v. Financial Resources Unlimited, Inc.</i>	Case No. 03-cv-8864 (N.D. Ill.)
	<i>F.T.C. v. First American Payment Processing Inc.</i>	Case No. 04-cv-0074 (D. Ariz.)
	<i>F.T.C. v. Group C Marketing, Inc.</i>	Case No. 06-cv-6019 (C.D. Cal.)
	<i>F.T.C. v. Jordan Ashley, Inc.</i>	Case No. 09-cv-23507 (S.D. Fla.)
	<i>F.T.C. v. Medical Billers Network, Inc.</i>	Case No. 05-cv-2014 (S.D.N.Y.)
	<i>F.T.C. v. Minuteman Press Int'l</i>	Case No. 93-cv-2496 (E.D.N.Y.)
	<i>F.T.C. v. Netfran Development Corp</i>	Case No. 05-cv-22223 (S.D. Fla.)
	<i>F.T.C. v. USA Beverages, Inc.</i>	Case No. 05-cv-61682 (S.D. Fla.)
	<i>Garcia, et al. v. Allergan, Inc.</i>	11-CV-9811 (C.D. Cal.)
	<i>Gerald Young et al. v. HealthPort Technologies, LLC, et al.</i>	Case No. LACL130175 (Polk County, IA)
	<i>Goldberg et al. v. HealthPort Inc. et al.</i>	Case No L-1421-14 (Essex County, NJ)
<i>In Re Google AdWords Litigation</i>	No. 5:08-cv-03369-EJD (N.D. Cal.)	
<i>In re Syngenta Ag Mir 162 Corn Litigation</i>	Case No 2:14-md-2591-JWL-JPO (D. Kan.)	
<i>Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC</i>	No. 16-2011-CA-010202 (Duval County, FL)	
<i>Melby et al. v. America's MHT, Inc., et al.</i>	Case No. 3:17-CV-155-M (N.D. Texas)	



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Civil Rights	<i>Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.</i>	Case No. 14-0064 (W.D. Mo.)
	<i>Physicians of Winter Haven LLC v. STERIS Corp.</i>	Case No. 1:10-cv-00264 (N.D. Ohio)
	<i>Richard P. Console, JR., P.C. v. Medical Records Online Inc.</i>	Docket No. CAM-L-2133-18 (Camden County, NJ)
	<i>Sue Ramirez et al. v. Smart Professional Photocopy Corporation</i>	No. 01-L-385 (Peoria County, IL)
	<i>Terry Bishop v DeLaval, Inc.</i>	Case No.: 5/19cv06129 (W.D. MO)
	<i>Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.</i>	Case No. 96-cv-59 (D.N.D.)
	<i>Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.</i>	Case No. 08-cv-01363 (E.D. La.)
	<i>Bentley v. Sheriff of Essex County</i>	Case No. 11-01907 (Essex County, MA)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>Garcia, et al v. Metro Gang Strike Force, et al.</i>	Case No. 09-cv-01996 (D. Minn.)
	<i>Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron</i>	3:07-cv-30049 (S.D. Mass.)
	<i>McCain, et al. v. Bloomberg, et al.</i>	Case No. 41023/83 (New York)
	<i>Minich, et al. v Spencer, et al.</i>	Civil Action No. 1584cv00278 (Suffolk Superior Court, Mass.)
	<i>Nancy Zamarron, et al. v. City of Siloam Springs, et al.</i>	Case No. 08-cv-5166 (W.D. Ark.)
	<i>Nathan Tyler, et al. v. Suffolk County, et al.</i>	Case No. 1:06-cv-11354 (S.D. Mass.)
	<i>Nilsen v. York County</i>	Case No. 02-cv-212 (D. Me.)
	Consumer	<i>Richard S. Souza et al. v. Sheriff Thomas M. Hodgson</i>
<i>Taha v. County of Bucks</i>		Case No. 12-6867 (E.D. Pa.)
<i>Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.</i>		Case No. 02-cv-0450-C (W.D. Wisc.)
<i>Tyrone Johnson et al. v CoreCivic et al.</i>		2:20-cv-01309 RFB-NJK (D. NV)
<i>Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,</i>		Case No. 1:14-cv-01199-JBW-LB (S.D.N.Y.)
<i>Alimi v Integrity Management Group, LLC et al.</i>		Case No.: 2021-CH-03274 (Cook County, IL)
<i>Andrew J. Hudak, et al. v. United Companies Lending Corporation</i>		Case No. 334659 (Cuyahoga County, Ohio)
<i>Angela Doss, et al. v. Glenn Daniels Corporation</i>		Case No. 02-cv-0787 (E.D. Ill.)
<i>Angell v. Skechers Canada</i>		8562-12 (Montreal, Quebec)
<i>Ann McCracken et al. v Verisma Systems, Inc.</i>		6:14-cv-06248 (W.D. N.Y.)
<i>Anthony Talalai, et al. v. Cooper Tire & Rubber Company</i>		Case No. L-008830-00-MT (Middlesex County, NJ)
<i>Ballard, et al. v. A A Check Cashiers, Inc., et al.</i>		Case No. 01-cv-351 (Washingotn County, Ark.)
<i>Belinda Peterson, et al. v. H & R Block Tax Services, Inc.</i>		Case No. 95-CH-2389 (Cook County, Ill.)
<i>Boland v. Consolidated Multiple Listing Service, Inc.</i>		Case No. 3:19-cv-01335-SB (D.S.C.)
<i>Braulio M. Cuesta, et al. v. Ford Motor Company, Inc., and Williams Controls, Inc.</i>		CIV-06-61-S (E.D. Okla.)
<i>Caparola, et al. v. Helxberg Diamond Shops, Inc.</i>		Case No. 13-06493 (N.D. Ill.)
<i>Carideo et al. v. Dell, Inc.</i>		Case No. 06-cv-1772 (W.D. Wash.)
<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)	
<i>Che Clark v. JPMorgan Chase Bank, N.A.. et al.</i>	Case No. 0:17-cv-01069 (D. Minn.)	
<i>Christine Gambino et al. v CIOX Health, LLC</i>	2015-CA-006038-B (District of Columbia)	
<i>Clair Loewy v. Live Nation Worldwide Inc.</i>	Case No. 11-cv-04872 (N.D. Ill.)	
<i>Conradie v. Caliber Home Loans</i>	Case No. 4:14-cv-00430 (S.D. Iowa)	



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	<i>Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.</i>	Case No. 1:14-cv-07194 (N.D. Ill.)
	<i>Consumer Financial Protection Bureau v. Park View Law</i>	Case No. 2:17-cv-04721 (N.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.</i>	Case No. 2:17-cv-04720 (N.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	Case No. 2:16-cv-07111 (C.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	1:15-cv-23070-MGC (S.D. Fl)
	<i>Consumer Financial Protection Bureau v. Security National Automotive Acceptance</i>	Civil Action No. 1 :15-cv-401 (S.D. Ohio)
	<i>Covey, et al. v. American Safety Council, Inc.</i>	2010-CA-009781-0 (Orange County, FL)
	<i>Cummins, et al. v. H&R Block, et al.</i>	Case No. 03-C-134 (Kanawha County, W.V.)
	<i>David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC</i>	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)
	<i>Don C. Lundell, et al. v. Dell, Inc.</i>	Case No. 05-cv-03970 (N.D. Cal.)
	<i>Duffy v. Security Pacific Automotive Financial Services Corp., et al.</i>	Case No. 3:93-cv-00729 (S.D. Cal.)
	<i>Edward Hawley, et al. v. American Pioneer Title Insurance Company</i>	No. CA CE 03-016234 (Broward County, Fla.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. Cal.)
	<i>F.T.C. and The People of the State of New York v. UrbanQ</i>	Case No. 03-cv-33147 (E.D.N.Y.)
	<i>F.T.C. v A1 DocPrep Inc. et al.</i>	Case No. 2:17-cv-07044 SJO-JC (C.D. CA)
	<i>F.T.C. v First Universal Lending, LLC et al.</i>	Case No. 9:09-cv-82322 ZLOCH (S.D. FL)
	<i>F.T.C. v Student Debt Doctor, LLC et al.</i>	Case No. 17-cv-61937 WPD (S.D. FL)
	<i>F.T.C. v. 1st Beneficial Credit Services LLC</i>	Case No. 02-cv-1591 (N.D. Ohio)
	<i>F.T.C. v. 9094-5114 Quebec, Inc.</i>	Case No. 03-cv-7486 (N.D. Ill.)
	<i>F.T.C. v. Ace Group, Inc.</i>	Case No. 08-cv-61686 (S.D. Fla.)
	<i>F.T.C. v. Affordable Media LLC</i>	Case No. 98-cv-669 (D. Nev.)
	<i>F.T.C. v. AmeraPress, Inc.</i>	Case No. 98-cv-0143 (N.D. Tex.)
	<i>F.T.C. v. American Bartending Institute, Inc., et al.</i>	Case No. 05-cv-5261 (C.D. Cal.)
	<i>F.T.C. v. American International Travel Services Inc.</i>	Case No. 99-cv-6943 (S.D. Fla.)
	<i>F.T.C. v. Asset & Capital Management Group</i>	Case No. 8:13-cv-1107 (C.D. Cal.)
	<i>F.T.C. v. Bigsmart.com, L.L.C., et al.</i>	Case No. 01-cv-466 (D. Ariz.)
	<i>F.T.C. v. Broadway Global Master Inc</i>	Case No. 2-cv-00855 (E.D. Cal.)
	<i>F.T.C. v. Call Center Express Corp.</i>	Case No. 04-cv-22289 (S.D. Fla.)
	<i>F.T.C. v. Capital Acquisitions and Management Corp.</i>	Case No. 04-cv-50147 (N.D. Ill.)
	<i>F.T.C. v. Capital City Mortgage Corp.</i>	Case No. 98-cv-00237 (D.D.C.)
	<i>F.T.C. v. Centro Natural Corp</i>	Case No. 14:23879 (S.D. Fla.)
	<i>F.T.C. v. Certified Merchant Services, Ltd., et al.</i>	Case No. 4:02-cv-44 (E.D. Tex.)
	<i>F.T.C. v. Check Inforcement</i>	Case No. 03-cv-2115 (D.N.J.)
	<i>F.T.C. v. Chierico et al.</i>	Case No. 96-cv-1754 (S.D. Fla.)
	<i>F.T.C. v. Clickformail.com, Inc.</i>	Case No. 03-cv-3033 (N.D. Ill.)
	<i>F.T.C. v. Consumer Credit Services</i>	Case No. 96-cv-1990 (S.D. N.Y.)
	<i>F.T.C. v. Consumer Direct Enterprises, LLC.</i>	Case No. 07-cv-479 (D. Nev.)
	<i>F.T.C. v. Debt Management Foundation Services, Inc.</i>	Case No. 04-cv-1674 (M.D. Fla.)



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	<i>F.T.C. v. Delaware Solutions</i>	Case No. 1:15-cv-00875-RJA (W.D.N.Y)
	<i>F.T.C. v. DeVry Education Group Inc.</i>	Case No. 2:16-cv-579 (C.D. Cal.)
	<i>F.T.C. v. Digital Enterprises, Inc.</i>	Case No. 06-cv-4923 (C.D. Cal.)
	<i>F.T.C. v. Dillon Sherif</i>	Case No. 02-cv-00294 (W.D. Wash.)
	<i>F.T.C. v. Discovery Rental, Inc., et al.</i>	Case No: 6:00-cv-1057 (M.D. of Fla.)
	<i>F.T.C. v. EdebitPay, LLC.</i>	Case No. 07-cv-4880 (C.D. Cal.)
	<i>F.T.C. v. Electronic Financial Group, Inc.</i>	Case No. 03-cv-211 (W.D. Tex.)
	<i>F.T.C. v. Eureka Solutions</i>	Case No. 97-cv-1280 (W.D. Pa.)
	<i>F.T.C. v. Federal Data Services, Inc., et al.</i>	Case No. 00-cv-6462 (S.D. Fla.)
	<i>F.T.C. v. Financial Advisors & Associates, Inc.</i>	Case No. 08-cv-00907 (M.D. Fla.)
	<i>F.T.C. v. First Alliance Mortgage Co.</i>	Case No. 00-cv-964 (C.D. Cal.)
	<i>F.T.C. v. First Capital Consumer Membership Services Inc., et al.</i>	Case No. 1:00-cv-00905 (W.D.N.Y.)
	<i>F.T.C. v. First Capital Consumers Group, et al.</i>	Case No. 02-cv-7456 (N.D. Ill.)
	<i>F.T.C. v. Franklin Credit Services, Inc.</i>	Case No. 98-cv-7375 (S.D. Fla.)
	<i>F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et al.</i>	Case No. 03-cv-023031 (D. D.C.)
	<i>F.T.C. v. Granite Mortgage, LLC</i>	Case No. 99-cv-289 (E.D. Ky.)
	<i>F.T.C. v. Herbalife International of America</i>	Case No. 2:16-cv-05217 (C.D. Cal.)
	<i>F.T.C. v. ICR Services, Inc.</i>	Case No. 03-cv-5532 (N.D. Ill.)
	<i>F.T.C. v. iMall, Inc. et al.</i>	Case No. 99-cv-03650 (C.D. Cal.)
	<i>F.T.C. v. Inbound Call Experts, LLC</i>	Case No. 9:14-cv-81395-KAM (S.D. Fla.)
	<i>F.T.C. v. Information Management Forum, Inc.</i>	Case No. 2-cv-00986 (M.D. Fla.)
	<i>F.T.C. v. Ira Smolev, et al.</i>	Case No. 01-cv-8922 (S.D. Fla.)
	<i>F.T.C. v. Jeffrey L. Landers</i>	Case No. 00-cv-1582 (N.D. Ga.)
	<i>F.T.C. v. Jewelway International, Inc.</i>	Case No. 97-cv-383 (D. Ariz.)
	<i>F.T.C. v. Kevin Trudeau</i>	Case No. 98-cv-0168 (N.D. Ill.)
	<i>F.T.C. v. Komaco International, Inc., et al.</i>	Case No. 02-cv-04566 (C.D. Cal.)
	<i>F.T.C. v. LAP Financial Services, Inc.</i>	Case No. 3:99-cv-496 (W.D. Ky.)
	<i>F.T.C. v. Lumos Labs, Inc.</i>	Case No. 3:16-cv-00001 (N.D. Cal.)
	<i>F.T.C. v. Marketing & Vending, Inc. Concepts, L.L.C., et al.</i>	Case No. 00-cv-1131 (S.D.N.Y.)
	<i>F.T.C. v. Mercantile Mortgage</i>	Case No. 02-cv-5078 (N.D. Ill.)
	<i>F.T.C. v. Merchant Services Direct, LLC</i>	Case No. 2:13-cv-00279 (E. D. Wa.)
	<i>F.T.C. v. Meridian Capital Management</i>	Case No. 96-cv-63 (D. Nev.)
	<i>F.T.C. v. NAGG Secured Investments</i>	Case No. 00-cv-02080 (W.D. Wash.)
	<i>F.T.C. v. National Consumer Council, Inc., et al.</i>	Case No. 04-cv-0474 (C.D. Cal.)
	<i>F.T.C. v. National Credit Management Group</i>	Case No. 98-cv-936 (D.N.J.)
	<i>F.T.C. v. National Supply & Data Distribution Services</i>	Case No. 99-cv-128-28 (C.D. Cal.)
	<i>F.T.C. v. Nationwide Information Services, Inc.</i>	Case No. 00-cv-06505 (C.D. Cal.)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)



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	<i>F.T.C. v. NutriMost LLC</i>	Case No. 2:17-cv-00509-NBF (W.D. Pa.)
	<i>F.T.C. v. One Technologies, LP</i>	Case No. 3:14-cv-05066 (N.D. Cal.)
	<i>F.T.C. v. Oro Marketing</i>	Case No. 2:13-CV-08843 (C.D. Cal.)
	<i>F.T.C. v. Pace Corporation</i>	Case No. 94-cv-3625 (N.D. Ill.)
	<i>F.T.C. v. Paradise Palms Vacation Club</i>	Case No. 81-1160D (W.D. Wash.)
	<i>F.T.C. v. Patrick Cella, et al.</i>	Case No. 03-cv-3202 (C.D. Cal.)
	<i>F.T.C. v. Platinum Universal, LLC</i>	Case No. 03-cv-61987 (S. D. Fla.)
	<i>F.T.C. v. Raymond Urso</i>	Case No. 97-cv-2680 (S.D. Fla.)
	<i>F.T.C. v. Rincon Management Services, LLC</i>	Case No. 5:11-cv-01623-VAP-SP (C.D. Cal.)
	<i>F.T.C. v. Robert S. Dolgin</i>	Case No. 97-cv-0833 (N.D. Cal.)
	<i>F.T.C. v. Southern Maintenance Supplies</i>	Case No. 99-cv-0975 (N.D. Ill.)
	<i>F.T.C. v. Star Publishing Group, Inc.</i>	Case No. 00-cv-023D (D. Wyo.)
	<i>F.T.C. v. Stratford Career Institute</i>	Case No. 1:16-cv-00371 (N.D. Ohio)
	<i>F.T.C. v. Stuffingforcash.com Corp.</i>	Case No. 02-cv-5022 (N.D. Ill.)
	<i>F.T.C. v. Target Vending Systems, L.L.C., et al.</i>	Case No. 00-cv-0955 (S.D.N.Y.)
	<i>F.T.C. v. The College Advantage, Inc.</i>	Case No. 03-cv-179 (E.D. Tex.)
	<i>F.T.C. v. The Crescent Publishing Group, Inc., et al.</i>	Case No. 00-cv-6315 (S.D.N.Y.)
	<i>F.T.C. v. The Tax Club</i>	Case No. 13-cv-210 (JMF) (S.D.N.Y.)
	<i>F.T.C. v. The Tungsten Group, Inc.</i>	Case No. 01-cv-773 (E.D. Va.)
	<i>F.T.C. v. Think Achievement Corp.</i>	Case No. 2:98-cv-12 (N.D. Ind.)
	<i>F.T.C. v. Think All Publishing</i>	Case No. 07-cv-11 (E.D. Tex.)
	<i>F.T.C. v. Tracfone</i>	Case No. 3:15-cv-00392 (N.D. Cal.)
	<i>F.T.C. v. Trustsoft, Inc.</i>	Case No. 05-cv-1905 (S.D. Tex.)
	<i>F.T.C. v. Unicyber Gilboard, Inc.</i>	Case No. 04-cv-1569 (C.D. Cal.)
	<i>F.T.C. v. US Grant Resources, LLC.</i>	Case No. 04-cv-0596 (E.D. La.)
	<i>F.T.C. v. Verity International, Ltd., et al.</i>	Case No. 00-cv-7422-LAK (S.D.N.Y.)
	<i>F.T.C. v. Wellquest International, Inc.</i>	Case No. 2:03-cv-05002 (C.D. Cal.)
	<i>F.T.C. v. Wolf Group</i>	Case No. 94-cv-8119 (S.D. Fla.)
	<i>Federal Trade Commission v Nutracllick, LLC</i>	Case No.: 2:20cv08612 (C.D. CA)
	<i>Fernando N. Lopez and Mallory Lopez, et al. v. City Of Weston</i>	Case No. 99-8958 CACE 07 (FL 17th Jud Dist)
	<i>Fiori, et al. v. Dell Inc., et al.</i>	Case No. 09-cv-01518 (N.D. Cal.)
	<i>FMS, Inc. v. Dell, Inc. et al.,</i>	Case No. 03-2-23781-7SEA (King County, Wash.)
	<i>Frederick v Manor Care of Hemet CA, LLC</i>	MCC2000202 (Riverside County, CA)
	<i>FTC v 9140-9201 Quebec Inc. dba Premium Business Pages, Inc.</i>	1:18-cv-04115 (E.D. IL)
	<i>FTC v Elite IT Partners, Inc.</i>	2:19-cv-00125 (D. UT)
	<i>FTC v Fat Giraffe Marketing Group LLC</i>	2:19-cv-00063 CW (C.D. Utah)
	<i>FTC v Grand Teton Professionals, LLC et al.</i>	3:19-cv-00933 VAB (D. CT)



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	<i>FTC v Manhattan Beach Venture LLC</i>	Case No. 2:19cv7849 (C.D. CA)
	<i>FTC v Physician's Technology, LLC</i>	2:20-cv-11694 NGE-RSW (E.D. MI)
	<i>FTC v Renaissance Health Publishing, LLC dba Renown Health Products</i>	9:20-cv-80640 DMM (S.D. FL)
	<i>FTC v Slac, Inc.</i>	5:20-cv-00470 (C.D. CA)
	<i>FTC v Zycal Bioceticals Healthcare Company, Inc.</i>	1:20-cv-10249 (D. MA)
	<i>Galatis, et al. v. Psak, Graziano Piasecki & Whitelaw, et. al.</i>	No. L-005900-04 (Middlesex County, NJ)
	<i>Garcia v. Allergan</i>	11-cv-9811 (C.D. Cal.)
	<i>Gloria Lopez et al. v Progressive County Mutual Insurance Company</i>	5:19-cv-00380 FB-ESC (W.D. TX)
	<i>Grabowski v. Skechers U.S.A., Inc.</i>	No. 3:12-cv-00204 (W.D. Ky.)
	<i>Greg Benney, et al. v. Sprint International Communications Corp. et al.</i>	Case No. 02-cv-1422 (Wyandotte County, KS)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-325223D2 (Ontario, Superior Court of Justice)
	<i>Haas and Shahbazi vs. Navient Solutions and Navient Credit Finance Corporation</i>	Case No. 15-35586 (DRJ) (S.D. Texas)
	<i>Harris, et al. v. Roto-Rooter Services Company</i>	Case No. 00-L-525 (Madison County, IL)
	<i>Harrison, et al. v. Pacific Bay Properties</i>	No. BC285320 (Los Angeles County, CA)
	<i>Henderson, et al. V. Volvo Cars of North America, LLC, et al.</i>	09-04146 (D.N.J.)
	<i>In re H&R Block IRS Form 8863 Litigation</i>	Case No. 4:13-MD-02474-FJG. (W.D. MO)
	<i>In Re: Bancamer Transfer Services Mexico Money Transfer Litigation</i>	BC238061, BC239611(Los Angeles County, CA)
	<i>In Re: Certainteed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: H&R Block Express IRA Marketing Litigation</i>	Case No. 06-md-01786 (W.D. Mo.)
	<i>In Re: High Carbon Concrete Litigation</i>	Case No. 97-cv-20657 (D. Minn.)
	<i>In Re: High Sulfur Content Gasoline Products Liability Litigation</i>	MDL No. 1632 (E.D. La.)
	<i>In Re: Ria Telecommunications and Afex Mexico Money Transfer Litigation</i>	Case No. 99-cv-0759 (San Louis Obispo, Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>In the Matter of Kushly Industries LLC</i>	FTC File No.: 202-3111
	<i>Janet Figueroa, et al. v. Fidelity National Title Insurance Company</i>	Case No. 04-cv-0898 (Miami Dade County, Fla.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>John Babb, et al. v. Wilsonart International, Inc.</i>	Case No. CT-001818-04 (Memphis, Tenn.)
	<i>John Colin Suttles, et al. v. Specialty Graphics, Inc.,</i>	Case No. 14-505 (W.D. TX)
	<i>Kenneth Toner, et al. v. Cadet Manufacturing Company</i>	Case No. 98-2-10876-2SEA (King County, Wash.)
	<i>Kiefer, et al. v. Ceridian Corporation, et al.</i>	Case No. 3:95-cv-818 (D. Minn.)
	<i>Kim Schroll et al. v Lakewood Residential Care LLC dba Lakewood Park Manor</i>	18STCV29819 (Los Angeles County, CA)
	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>Lisa Ranieri et al.v AdvoCare International, L.P.</i>	Case No. 3:17-cv-00691 B (N.D. TX)
	<i>Long et al v. Americredit Financial Services, Inc.</i>	0:2011-02752 (Hennepin County, MN)
	<i>Louis Thula, et al. v. Lawyers Title Insurance Corporation</i>	Case No. 0405324-11 (Broward County, Fla.)
	<i>Lynn Henderson, et al. v. Volvo Cars of North America, LLC, et al.</i>	No. 2:09-cv-04146-CCC-JAD (D.N.J.)
	<i>Lynnette Lijewski, et al. v. Regional Transit Board, et al.</i>	Case No. 4:93-cv-1108 (D. Minn.)



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	<i>Mark Laughman, et al. v. Wells Fargo Leasing Corp. et al.</i>	Case No. 96-cv-0925 (N.D. Ill.)
	<i>Mark Parisot et al v. US Title Guaranty Company</i>	Case No. 0822-cc-09381 (St. Louis Circuit Court, Mo.)
	<i>Mark R. Lund v. Universal Title Company</i>	Case No. 05-cv-00411 (D. Minn.)
	<i>Marks, et al. v. The Realty Associates Fund X, et al.</i>	CA No. SUCV2018-00056-BLS1 (Suffolk County, MA)
	<i>Melissa Castille Dodge, et al. v. Phillips College of New Orleans, Inc., et al.</i>	Case No. 95-cv-2302 (E.D. La.)
	<i>Michael Drogin, et al. v. General Electric Capital Auto Financial Services, Inc.</i>	Case No. 95-cv-112141 (S.D.N.Y.)
	<i>Michael Sutton v. DCH Auto Group, et al.</i>	(Essex County, NJ)
	<i>Michael T. Pierce et al. v. General Electric Capital Auto Lease</i>	CV 93-0529101 S
	<i>Mitchem, et al v. Illinois Collection Service, Inc.</i>	Case No. 09-cv-7274 (N.D. Ill.)
	<i>Northcoast Financial Services v. Marcia Webster</i>	2004 CVF 18651 (Cuyahoga County, OH)
	<i>Olivia Savarino et al. v Lincoln Property Co.</i>	14-1122C (Essex County, MA)
	<i>Oubre v. Louisiana Citizens Fair Plan</i>	No. 625-567 (Jefferson Parish, LA)
	<i>Patricia Faircloth, et a. v. Certified Finance, Inc., et al.</i>	Case No. 99-cv-3097 (E.D. La.)
	<i>Pistilli v. Life Time Fitness, Inc.</i>	Case No. 07-cv-2300 (D. Minn.)
	<i>Rawlis Leslie, et al. v. The St. Joe Paper Company</i>	Case No. 03-368CA (Gulf County, Fla.)
	<i>Regayla Loveless, et al. v. National Cash, Inc, et al.</i>	Case No. 2001-cv-892-2 (Benton County, Ark.)
	<i>Ricci, et al., v. Ameriquest Mortgage Co.</i>	Case No. 27-cv-05-2546 (D. Minn.)
	<i>Ronnie Haese, et al. v. H&R Block, et al.</i>	Case No. 96-cv-423 (Kleberg County, Tex.)
	<i>Sandra Arnt, et al. v. Bank of America, N.A.</i>	No. 27-cv-12-12279 (Hennepin County, MN)
	<i>Sara Khaliki, et al. v. Helzberg Diamond Shops, Inc.</i>	4:11-cv-00010 (W.D. Mo.)
	<i>Shepherd, et al. v. Volvo Finance North America, Inc., et al.</i>	Case No. 1:93-cv-971 (D. Ga.)
	<i>Skusenas v. Linebarger, Goggan, Blair & Sampson, LLC.</i>	Case No. 1:10-cv-8119 (N.D. Ill.)
	<i>Smith v. NRT Settlement Services of Missouri, LLC</i>	Case No. 06-cv-004039 (St. Louis County, MO)
	<i>Terrell Ervin v. Nokia Inc. et al.</i>	Case No. 01-L-150 (St. Clair County, Ill.)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Theresa Boschee v. Burnet Title, Inc.</i>	Case No. 03-cv-016986 (D. Minn.)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>Thomas Losgar, et al. v. Freehold Chevrolet, Inc., et al.</i>	Case No. L-3145-02 (Monmouth County, NJ)
	<i>Tiffany Ellis, et al. v. General Motors LLC</i>	Case No. 2:16-cv-11747 (E.D. Mich.)
	<i>Tom Lundberg, et al. v. Sprint Corporation, et al.</i>	Case No. 02-cv-4551 (Wyandotte County, Kan.)
	<i>Truc-way, Inc., et al. v. General Electric Credit Auto Leasing</i>	Case No. 92-CH-08962 (Cook County, Ill.)
	<i>Trudy Latman, et al. vs. Costa Cruise Lines, N.V., et al</i>	Case No. 96-cv-8076 (Dade County, Fla.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla)
	<i>United States of America v. Alfredo Susi, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. David Merrick</i>	6:10-cr-109-Orl-35DAB



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	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 05-cv-058 (D. R.I.)
	<i>United States of America v. Evolution Marketing Group</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>United States of America v. Regensis Marketing Corporation</i>	No. C09-1770RSM (W.D. Wash.)
	<i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla.)
	<i>Vicente Arriaga, et al. v. Columbia Mortgage & Funding Corp, et al.</i>	Case No. 01-cv-2509 (N.D. Ill.)
	<i>William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.</i>	Case No. 315343 (Cuyahoga County, Ohio)
	<i>Zybuero v. NCSPlus Inc.</i>	Case No. 12-cv-06677 (S.D.N.Y.)
CryptoCurrency	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i>	Case No. 09-cv-01731 (C.D. Cal.)
Data Breach	<i>F.T.C. v. Choicepoint</i>	Case No. 06-cv-0198 (N.D. Ga.)
	<i>First Choice Federal Credit Union v. The Wendy's Company</i>	Case No. 2:16-cv-00506-NBF-MPK (W.D. Pa.)
	<i>In Re Equifax, Inc. Customer Data Security Breach Litigation</i>	1:17-md-2800 TWT (N.D. GA)
	<i>In Re Hudson's Bay Company Data Security Incident Consumer Litigation</i>	Case No. 1:18-cv-08472 PKC (S.D. N.Y.)
	<i>Mitchell Lautman v American Bank Systems, Inc.</i>	Case No.: 2:20cv1959 (W.D. PA)
	<i>Sterling et al. v. Strategic Forecasting, Inc. et al.</i>	No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)
	<i>Veridian Credit Union v. Eddie Bauer LLC</i>	No. 2:17-cv-00356 (W.D. Wash.)
	<i>Village Bank et al. v Caribou Coffee Company, Inc.</i>	0:19-cv-01640 (D. MN)
Data Breach/Privacy	<i>Anderson, et al. v. United Retail Group, Inc., et al.</i>	Case No. 37-cv-89685 (San Diego County, Cal.)
	<i>Baby Doe v Ann & Robert H. Lurie Children's Hospital of Chicago</i>	Case No.: 2020CH04123 Circuit Court Cook County IL (Chancery Division)
	<i>F.T.C. v. CEO Group, Inc.</i>	Case No. 06-cv-60602 (S.D. Fla.)
	<i>In Re: U.S. Bank National Association Litigation</i>	Case No. 99-cv-891 (D. Minn.)
Discrimination	<i>Chicago Teachers Union, Local.1, v Board of Education of the City of Chicago</i>	Case No.: 1:12cv01311 (N.D. Ill.)
Elder Abuse	<i>Blaine Johnson v Napaidence Opco, LLC d/b/a Napa Post Acute</i>	Case No.: 21CV001248 (Napa County, CA)
	<i>Brinkerhoff v Lifehouse San Diego operations LLC d/b/a The Shores Post-Acute</i>	Case No.: 202100021078 (San Diego, CA)
Employment	<i>Aaron Riffle et al. v Cristy's Pizza, Inc.</i>	2:19-cv-04750 GCS-CMV (S.D. OH)
	<i>Aaron Riley v Timiny R/R Construction, Inc.</i>	Case No.: 3:21cv02288 (N.D. OH)
	<i>Adam P. Kelly, et al v. Bank of America, N.A., et al.</i>	No. 10-CV-5332 (E.D. Ill.)
	<i>Alequin, et al. v. Darden Restaurants, Inc. et al.</i>	Case No.: 12-61742-CIV (S.D. Fla.)
	<i>Alice Williams, et a. v. H&R Block Enterprises</i>	RG 08366506, (County of Alameda, CA)
	<i>Alicia Ousley v CG Consulting d/b/a Scores Columbus</i>	Case No. 2:19-cv-01744 SDM-KAJ (S.D. OH)
	<i>Alma Anguiano v. First United Bank and Trust Co.</i>	Case No. CIV-12-1096 (D. Okla.)
	<i>Alona Brank v Med1Care, Ltd</i>	Case No.: 3:22cv00384-JZ (N.D. OH)
	<i>Amanda Fortin v Wise Medical Staffing, Inc.</i>	Case No.: 2:21cv01467 (S.D. OH)
	<i>Amber Oaks v Auria Holmesville, LLC</i>	Case No.: 3:22cv0008-JZ (N.D. Ohio)
	<i>Amber Young v I Love This Bar LLC</i>	Case No.: 2:20cv3971 (S.D. Ohio)
	<i>Amiee Tracy v Quantum Health, Inc.</i>	Case No.: 2:22cv00294-MHW-KAJ (E.D. Ohio)
	<i>Amy Brailer v Clearcomm Bawa, Inc.</i>	Case No.: 1:17cv01391-JFM (D. MD)



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	<i>Andrew R. Rondonanski, et al. v. Midwest Division, Inc.</i>	No. 11-cv-00887 (W.D. Mo.)
	<i>Anita Adams v Aztar Indiana Gaming Company LLC d/b/a Tropicana Evansville</i>	Case No.: 2:20cv00143-RLY-MPB (S.D. Ind.)
	<i>Ann Ford v U.S. Foods, Inc.</i>	Case No.: 1:19cv05967 (N.D. Ill.)
	<i>Antwaun Jones et al. v United American Security LLC</i>	Case No. 1:20cv00440 JG (N.D. OH)
	<i>Arturo Reyes et al. v Ivory Management Co. dba Renaissance Stone Care and Waterproofing</i>	19CV340357 (Santa Clara, CA)
	<i>Ashanti Sanchez v Agile Pursuits, Inc.</i>	Case No.: 2020CH02640 Circuit Court Cook County, IL
	<i>Balandran, et al. v. Labor Ready, et al.</i>	BC 278551 (Los Angeles County, Cal.)
	<i>Ballard, et al. v. CoreCivic of Tennessee, LLC</i>	Case No. 3:20cv418 (M.D. Tenn.)
	<i>Ballard, et al., v. Fogo de Chao, LLC</i>	Case No. 09-cv-7621 (D. Minn.)
	<i>Barbara Jane Freck et al. v Cerner Corporation</i>	4:20-cv-00043 BCW (W.D. MO)
	<i>Batiste v. TopGolf International Inc. and TopGolf USA Spring Holdings, LLC</i>	Civil Action 4:20-cv-00655 (S.D. Tx.)
	<i>Beasley, et al. v. GC Services LP</i>	Case No. 09-cv-01748 (E.D. Mo.)
	<i>Berry v. Farmers Bank & Trust, N.A.</i>	Case No. 13-02020
	<i>Berte v. WIS Holdings Corporation</i>	07-cv-1932 (S.D. Cal.)
	<i>Bishop et al. v. AT&T Corp.</i>	Case No. 08-cv-00468 (W.D. Pa.)
	<i>Bobbi Hardisky et al. v Gateway Health LLC</i>	Case No. 2:20-cv-01483 MPK (W.D. PA)
	<i>Bobbie Jarrett v. GGNCS Holdings, LLC</i>	Case No.: 12-CV-4105-BP (W.D. Mo.)
	<i>Bobbi-Jo Smiley et al. v E.I. Dupont De Nemours and Company</i>	3:12-cv-02380 (M.D. PA)
	<i>Bonnie J.Pasquale v Tropicana Atlantic City Corporation</i>	Case No.: 1:20cv06909 (D. NJ)
	<i>Brenda Wickens, et al. v Thyssenkrupp Crankshaft Co. LLC</i>	Case No. 1:19-cv-06100 (S.D. IL)
	<i>Brian Smith et al. v Kellogg Company</i>	1:18-cv-01341 PLM-RSK (D. NV)
	<i>Brittane Tupitza et al. v Texas Roadhouse Management Corporation</i>	Case No. 1:20-cv-00002 (W.D. PA)
	<i>Burbran Pierre v City of New York, et al.</i>	Civil Action No.: 20-cv-05116(ALC)(DCF) (S.D.N.Y.)
	<i>Cara Nasisi et al.v Comprehensive Health Management, Inc.</i>	Case No. 1:19-cv-4132 KPF (S.D. N.Y.)
	<i>Carlos Calderas, et al. v AK Tube, LLC</i>	Case No. 3:19-cv-02431 JZ (W.D. OH)
	<i>Carolyn Bledsoe et al. v LHC Group, Inc.</i>	2:18-cv-02863 (D. AZ)
	<i>Carolyn M. Nicholson et al. v IOC-Boonville, Inc. dba Isle of Capri Casino Hotel, Boonville</i>	2:19-cv-04084 (W.D. MO)
	<i>Chandler Glover and Dean Albrecht, et al., v. John E. Potter</i>	EEOC No. 320-A2-8011X; Agency No. CC-801-0015-99
	<i>Chantel Headspeth et al. v TPUSA, Inc. dba Teleperformance USA</i>	2:19-cv-02062 ALM-CMV (S.D. OH)
	<i>Charles Fravel, et al. v General Mills Operations, LLC</i>	Case No. 2:20-cv-01094 EAS-CMV (S.D. OH)
	<i>Cheyenne Seiber et al.vManagement and Training Corporation</i>	3:19-cv-02983 (N.D. OH)
	<i>Christian Alesius v Pittsburgh Logistics Systems, Inc. d/b/a PLS Logistics Services</i>	Case No.: 2:20cv01067 (W.D. PA)
	<i>Christopher Evins v. Glow Networks, Inc.</i>	Case No. 14-cv-00544 (W.D. Mo.)
	<i>Christopher Rawlings ae al. v BMW Financial Services NA, LLC</i>	2:20-cv-02289 EAS-KAJ (S.D. OH)
	<i>Claudine Wilfong, et al. v. Rent-A-Center, Inc.</i>	Case No. 00-cv-680 (S.D. Ill.)
	<i>Coltogirone, et al. v. Gateway Health, LLC</i>	Case No. 2:20-cv-00605-MJH (W.D. Pa.)
	<i>Copher v. Motor City Auto Transport, Inc.</i>	15-2500-CK (Macomb County, MI)
	<i>Creed, et al. v. Benco Dental Supply Co.</i>	3:12-CV-1571 (E.D. Pa.)



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	<i>Dania Pruess, et al. v Presbyterian Health Plan, Inc.</i>	Case No. 1:19-cv-629 KG-JFR (D. New Mexico)
	<i>Daniel O'Malley v Kass Management Services, Inc.</i>	Case No.: 1:20cv01331 (N.D. IL)
	<i>Darrin Dickerson et al. v Zayo Group, LLC</i>	1:20-cv-02490 (D. CO)
	<i>Dawn Bellan, et al. v Capital Blue Cross</i>	Case No. 1:20-cv-00744 YK (M.D. PA)
	<i>Day, et al. v. KASA Delivery LLC.</i>	Case No. 01-17-0000-2142 (AAA)
	<i>De La Torre v. Colburn Electric Company</i>	Civil Action No. 4:20-cv-00127-JED-JFJ (N.D. Okla.)
	<i>Deborah Roberts v Arrow Senior Living Management, Inc.</i>	Case No.: 4:21cv01370 (E.D. MO)
	<i>Department of Consumer and Worker Protection v Dunkin Donuts</i>	
	<i>Doe, et al. v. Cin-Lan, Inc, et al.</i>	Case No. 4:08-cv-12719 (E.D. Mich.)
	<i>Doe, et al. v. Déjà Vu Services, Inc., et al.,</i>	No. 2:16-cv-10877 (E.D. Mich.)
	<i>Don Brooks et al. v C.H. Robinson International, Inc. et al.</i>	4:16-cv-00939 (W.D. MO)
	<i>Donna Disselkamp et al. v Norton Healthcare, Inc.</i>	3:18-cv-00048 CRS (W.D. KY)
	<i>Donna Marcum v Lakes Venture LLC dba Fresh Thyme Farmers Market LLC</i>	3:19-cv-00231 DJH (W.D. KY)
	<i>DuBeau et al v. Sterling Savings Bank et al.</i>	No. 12-cv-1602 (D. Or.)
	<i>Dzianis Huziankou et al. v NY Sweet Spot Café Inc. dba Sweetspot Café</i>	1:18-cv-05715 (E.D. N.Y.)
	<i>Ebony Jones et al. v CBC Restaurant Corp. dba Corner Bakery Cafe</i>	1:19-cv-06736 (N.D. IL)
	<i>Edward Watson et al. v Tennant Company, a Minnesota Corporation</i>	2:18-cv-02462 WBS-DB (E.D. CA)
	<i>EEOC v Oceanic Time Warner Cable LLC, et al.</i>	Case No. CV -18-00357 DKW-KJM (D. Hawaii)
	<i>Eli Balderas v Schutz Container Systems, Inc.</i>	Case No.: 3:21cv02427 (N.D. OH)
	<i>Elizabeth Border et al. v Alternate Solutions Health Network LLC</i>	Case No. 2:20-cv-01273 ALM-KAJ (S.D. OH)
	<i>Elizabeth Yorba v Barrington School, LLC</i>	Case No.: 2:21cv691 (S.D. OH)
	<i>Elvia Boyzo et al. v United Service Companies, Inc.</i>	1:18-cv-6854 (N.D. IL)
	<i>Emma Guertin v Melbo Franchise Holdings, Inc. d/b/a Chick-fil-A Fulton Street</i>	Case No.: 604316/2022 (Nassau County, NY)
	<i>Equal Employment Opportunity Commission (EEOC) v. Star Tribune Company</i>	Case No. 08-cv-5297(D. Minn.)
	<i>Equal Employment Opportunity Commission v Faribault Foods, Inc.</i>	Case No. 07-cv-3976 (D. Minn.)
	<i>Feiertag v. DDP Holdings, LLC d/b/a Apollo Retail Specialists, LLC,</i>	Case No. 2:14-cv-2643 (S.D. Ohio)
	<i>Felina Robinson v The Buffalo News, Inc.</i>	Case No. 801427/2019 (Erie County, NY)
	<i>Ferreras, et. al v. American Airlines, Inc.</i>	16-cv-2427 (D.N.J.)
	<i>Fisher, et al. v. Michigan Bell Telephone Company</i>	Case No. 09-cv-10802 (E.D. Mich.)
	<i>Frank De La Paz v. Accurate Courier NCA LLC</i>	Case No. 16CV00555 (County of Santa Cruz, CA)
	<i>Frank, Peasley, Waters, and Wilhelm, v Gold'n Plump Poultry, Inc.</i>	Case No. 04-cv-1018 (D. Minn.)
	<i>French v. Midwest Health Management, Inc.</i>	Case No.: 2:14-cv-2625
	<i>Geelan, et al. v. The Mark Travel Coporation</i>	Case No. 03-cv-6322 (D. Minn.)
	<i>Gipson, et al. v. Southwestern Bell Telephone Company</i>	Case No. 08-cv-2017 (D. Kan.)
	<i>Goelz v Bud Antle, Inc.</i>	Case No.: 2022 CV 02 0068 (Tuscarawas County, OH)
	<i>Greene, et al. v. Shift Operations LLC, et al.</i>	Case No. CGC 16-552307 (County of San Francisco, CA)
	<i>Gregory Hernandez v. The Children's Place</i>	No. CGC 04-4300989 (San Francisco, CA)
	<i>Gretchen Valencia et al. v Armada Skilled Home Care of NM LLC</i>	1:18-cv-01071 KG-JFR (D. NM)



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	<i>Harrison v Blackline Systems, Inc.</i>	Arbitration
	<i>Hawkins v. JPMorgan Chase Bank, N.A.</i>	Case No. 8:19-cv-02174 (M.D. Fla.)
	<i>Heather Betts et. al. v Central Ohio Gaming Ventures, LLC</i>	2:16-cv-00373 EAS-EPD (S. D. OH)
	<i>Heather Fitzgerald v Forest River Manufacturing LLC</i>	Case No.: 3:20cv01004 (N.D. IN)
	<i>Heather Lawrence v Benesys, Inc.</i>	Case No.: 1:22cv11517 (E.D. Mich)
	<i>Hector Farias v Strickland Waterproofing Company, Inc.</i>	Case No.: 3:20cv00076 (W.D. VA)
	<i>Helen Bernstein, et al. v. M.G. Waldbaum</i>	Case No. 08-cv-0363 (D. Minn.)
	<i>Helen Hamlin v Gorant Chocolatier, LLC</i>	4:20-cv-00117 (N.D. OH)
	<i>Holt v. Living Social</i>	1:2012cv00745 (D.D.C.)
	<i>Isabella Savini Merante v American Institute for Foreign Study, Inc.</i>	Case No.: 3:21cv03234 (N.D. CA)
	<i>Jacob Bartakovits et al. v Wind Creek Bethlehem LLC dba Wind Creek Bethlehem</i>	5:20-cv-01602 (E.D. PA)
	<i>James Meyers et al. v Boomerang Rubber, Inc.</i>	3:19-cv-00070 WHR (S.D. OH)
	<i>James Oakley et al. v The Ohio State University Wexner Medical Ctr.</i>	2017-00845 (Oh state Court of Claims)
	<i>James Smith et al. v Oakley Transport, Inc.</i>	3:19-cv-05854 EMC (N.D. CA)
	<i>James Walters v Professional Labor Group, LLC</i>	Case No.: 1:21cv02831-JRS-MJD (S.D. Ind.)
	<i>Jamie Collins et al. v Goodwill Industries of Greater Cleveland & East Central Ohio</i>	1:19-cv-01433 (N.D. OH)
	<i>Janae Miller v HG Ohio Employee Holding Corporation</i>	Case No.: 2:21cv3978 (E.D. OH)
	<i>Jason Adams et al. v Wenco Ashland, Inc.</i>	1:19-cv-1544 CEH (N.D. OH)
	<i>Jason Mass et al. v the Regents of the University of California et al.</i>	RG17-879223 (Alameda County, CA)
	<i>Javier Garza et al. v Wood Group USA, Inc.</i>	4:20-cv-00253 (S.D. TX)
	<i>Jeffrey Allen Jones v Amazon</i>	Case No.: 1:15cv01106
	<i>Jennifer Dennis et al. v Greatland Home Health Services, Inc.</i>	1:19-cv-05427 (N.D. IL)
	<i>Jennifer Hardy et al. v DuPage Medical Group, LTD</i>	1:19-cv-02265 (N.D. IL)
	<i>Jennifer Hayes, et al. v Thor Motor Coach Inc.</i>	Case No. 3:19-cv-375 DRL-MGG (N.D. IN)
	<i>Jeremiah Smith et al. v PPG Industries, Inc.</i>	1:19-cv-01518 (N.D. OH)
	<i>Jessica Owens et al. v Hearthsides Food Solutions, LLC</i>	3:19-cv-02479 (N.D. OH)
	<i>Jimmy West v. PSS World Medical, Inc.</i>	Case No. 4:13-cv-00574 (E.D. Mo.)
	<i>John Alba, et al. v. Papa John's USA, Inc.</i>	Case No. 05-cv-7487 (W.D. Cal.)
	<i>John Lewis et al. v Sentry Electrical Group, Inc.</i>	1:19-cv-00178 WOB (S.D. OH)
	<i>Johnson, et al v. General Mills, Inc.</i>	Case No. 10-cv-1104 (W.D. Mo.)
	<i>Jordan Purvis v OSL Retail Services Corporation</i>	Case No.: 3:21cv01738-JZ (N.D. OH)
	<i>Joseph Connors v American Medical Response, Inc. Services, Inc.</i>	1:20-cv-05046 (S.D. N.Y.)
	<i>Joseph Gallant et al. v Arrow Consultation Services, Inc.</i>	1:19-cv-00925 (S.D. IN)
	<i>Justice v. Associated Materials, LLC</i>	Case No. 5:20-cv-00410-SL (N.D. Ohio)
	<i>Justin Tyson v Shake Shack Enterprises, LLC</i>	Case No.: 514220/2022 (Kings County, NY)
	<i>Kariseli Quinones v Magic Cleaning Solutions LLC</i>	Case No.: 1:22cv00197 (E.D.N.Y.)
	<i>Karyn Petersen, et al. v EmblemHealth, Inc. et al.</i>	Case No. 1:20-cv-2568 CBA-RLM (E.D.N.Y.)
	<i>Kelly Marie Camp, et al. v. The Progressive Corporation, et al.</i>	Case No. 01-cv-2680 (E.D. La.)



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	<i>Kelly, et al v. Bank of America, N.A. et al.</i>	No. 10-5332 (N.D. Ill.)
	<i>Kendall Olin-Marquez v Arrow senior Living Management, LLC</i>	Case No.: 2:21cv00996-EAS-CMV (S.D. Ohio)
	<i>Kendra Brown v Rush Street Gaming, LLC</i>	Case No.: 1:22cv00392 (N.D. NY)
	<i>Kenyona Eubanks v Aurora Health Care, Inc.</i>	Case No.: 2:20cv01253 (E.D. WI)
	<i>Kevin Moitoso et al. v FMR LLC</i>	1:18-cv-12122 WGY (D. MA)
	<i>Khadeza Pyfrom v ContactUS, LLC d/b/a ContactUS Communications</i>	Case No.: 2:21cv04293-EAS-CMV (S.D. Oio)
	<i>Kiley Thornburg v Reflektions, LTD</i>	2:21cv3905 (S.D. OH)
	<i>Kim Anderson v Rent-A-Daughter Corporation</i>	Case No.: 1:22cv00143 (N.D. OH)
	<i>Kimberly Smith v ARG Resources, LLC</i>	Case No.: 2019CH12528 Circuit Court Cook County, IL
	<i>Kristin Swearingen v Amazon.com Services, Inc.</i>	Case No.: 3:19cv01156-JR (D. OR)
	<i>Kristina Drake v Chop Hospitality LLC</i>	Case No.: 1:20cv01574 (E.D. Ill.)
	<i>Krystal Wright v Majestic Care Staff LLC</i>	Case No.: 2:21cv02129-MHW-EPD (S.D. Ohio)
	<i>Kulauzovic et al. v. Citibank, N.A.</i>	Index No. 507538/2018 (County of Kings, NY)
	<i>Kusinski v. MacNeil Automotive Products Limited</i>	Case No. 17-cv-3618 (N.D. Ill.)
	<i>Lang, et al v DirecTV, Inc., et al.</i>	No. 10-1085 (E.D. La.)
	<i>Latanya Miles et al. v Variety Wholesalers, Inc.</i>	1:19-cv-01714 PAB (N.D. OH)
	<i>Lavar Martin et al. v Summit County</i>	5:19-cv-02641 JRA (N.D. OH)
	<i>Lee and Campion v. The City of Philadelphia</i>	NO. 001125 (Court of Common Pleas, Philadelphia County)
	<i>Lee Stephens v Auto Systems Centers, Inc. d/b/a/ Midas</i>	Case No.: 2:21cv05131-ALM-CMV (S.D. Ohio)
	<i>Leslie Avant v VXL Enterprises, LLC</i>	Case No.: 3:21cv2016 (N.D. Cal.)
	<i>Leslie Bethel v Bluemercury, Inc.</i>	Case No.: 21cv2743 (S.D. NY)
	<i>Linda J. Calhoun et al. v Aon Hewitt Health Insurance Solution, Inc.</i>	Case No. 1:19-cv-01810 (N.D. IL)
	<i>Lucas v Miller Products, Inc.</i>	Case No.: 4:21-cv-2355 (N.D. OH)
	<i>Luis Zhibri v Optimum Logistics Group, LLC</i>	Case No.: 2:21cv05877 (E.D. NY)
	<i>Lynn Lietz, et al. v. Illinois Bell Telephone Company, et al.</i>	No. 1:11-cv-0108 (N.D. Ill.)
	<i>Mallory v. Aclara Smart Grid Solutions, LLC</i>	Case No. 2:20-cv-0240 (S.D. Ohio)
	<i>Marcos D. Doglio v Boasso America Corporation</i>	Case No.: 2:18cv13448-KM- MAH (D. NJ)
	<i>Mariah Smith v Advocate Health Care Network</i>	Case No.: 1:19cv05148 (E.D. IL)
	<i>Mark Satterly et al. v Airstream, Inc.</i>	3:19-cv-00032 WHR (S.D. OH)
	<i>Mary Hutkai, et al. v. Penn National Gaming, Inc., et al.</i>	Case No. 4:16-cv-00906 (W.D. Mo.)
	<i>Mary Walburn et al. v Lend-A-Hand Services, LLC</i>	2:19-cv-00711 ALM-CMV (S.D. OH)
	<i>Michael A. Rivota et al. v Bank of America Corporation</i>	1:18-cv-03843 (N. D. IL)
	<i>Michael Fisher et al. v Dura-Line Corporation</i>	1:19-cv-00286 (N. D. OH)
	<i>Michael Levine, et al. v Vitamin Cottage Natural Food Markets, Inc.</i>	Case No. 1:20-cv-00261 STV (D. CO)
	<i>Michelle Jackson, et al. v. Jamba Juice Company</i>	Case No. 8:02-cv-00381 (C.D. Cal.)
	<i>Mi'Jette Sirmons v Star Multi Care Holding Corporation</i>	Case No.: 2:21cv00456-CB (W.D. PA)
	<i>Monica Brunty et al. v Optima Health Plan</i>	2:19-cv-00255 (E.D. VA)
	<i>Monte Endris v Hubler Chevrolet, Inc.</i>	Cause No.: 49D12-1810-PL-040781 Superior Court, Marion County, IN



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	<i>Nathaniel Boyce v SSP America MDW, LLC</i>	Case No.: 1:19cv02157 (N.D. IL)
	<i>Nicholas Jones v Memoryblue, Inc.</i>	Case No.: 2022-00319306-CV Superior Court. Sacramento County, CA
	<i>Nicholas O'Neil et al. v Miller Pipeline LLC</i>	Case No. 2:20-cv-04034 MHW-CMV (E.D. OH)
	<i>Nicole Kordie v Ohio Living</i>	Case No.: 2:21cv03791-SDM-CMV (S.D. Ohio)
	<i>Nikia Edwards v Optima Health Plan</i>	Case No.: 2:20cv00192 (E.D. VA)
	<i>Nikiesha Cleveland v Foundations Health Solutions, Inc.</i>	Case No.: 1:21cv01713 (N.D. OH)
	<i>Norma Marquez et al. v RCKC Corporation et al.</i>	1:18-cv-07977 (N.D. IL)
	<i>OFCCP v. B&H Foto & Electronics Corp.</i>	Case No. 2016-OFC-0004 (Department of Labor)
	<i>Omar Malcolm v The City of New York</i>	Case No.: 1:20cv9641-ALC (S.D. NY)
	<i>Owen, et al. v. Punch Bowl Minneapolis, LLC</i>	Case No. 19-cv-0955 (D. Minn)
	<i>Pamela Adams, et al., v. MedPlans Partners, Inc</i>	Case No. 3:07-cv-259 (W.D. Ky.)
	<i>Parnell, et al. v. Academy Mortgage Corporation</i>	Case No. 01-17-0004-5311 (AAA)
	<i>Pedro Rodriguez Martinez v Alpha Technologies Services, Inc.</i>	5:17-cv-628 (E.D. NC)
	<i>Phillip Busler, et al. v. Enersys Energy Products Inc., et al.</i>	Case No. 09-cv-0159 (W.D. Mo.)
	<i>Powell v. The Kroger Company and Dillon Companies, LLC</i>	Case No. 1:20-cv-01983 (D. Colo.)
	<i>Prentis Walton et al. v Oldcastle Building Envelope, Inc.</i>	3:18-cv-02936 (N. D. OH)
	<i>Ray Cruz-Perez v Penn National Gaming, Inc.</i>	1:20-cv-02577 (N.D. IL)
	<i>Rhonda Gresky v Checker Notions Company, Inc. d/b/a/Checker Distributors</i>	Case No.: 3:21cv1203 (N.D. Ohio)
	<i>Robert Eddings v. General Aluminum Manufacturing Company</i>	Case No. 1:17-CV-00362 (N.D. Ohio)
	<i>Robert Stock et al. v Xerox Corporation</i>	Case No. 6:16-cv-06256 EAW (W.D. N.Y.)
	<i>Rocher, et al. v. Sav-on Drugs, et al.</i>	Case No. BC 227551 (Los Angeles County, Cal.)
	<i>Roger James v Boyd Gaming Corporation</i>	Case No.: 2:19cv02260-DDC-JPO (D. KS)
	<i>Roger Stiles v Specialty Promotions, Inc.</i>	Case No.: 2020CH03766 Circuit Court Cook County, IL
	<i>Ronnie Loschiavo v Advanced Drainage Systems, Inc.</i>	Case No.: 2:21cv05069-MHW-CMV (S.D. OH)
	<i>Rosann Biagi v International Services, Inc.</i>	Case No.: 21CH00000311 Circuit Court of Lake County, IL
	<i>Russell Cain v JB Hunt Transport, Inc.</i>	Case No. D-202-CV-2019-00710 (Bernalillo County, NM)
	<i>Russell, et al. v. Illinois Bell Telephone Company</i>	Case No. 08-cv-1871 (N.D. Ill.)
	<i>Ryan Cocca v Ping Identity Corporation</i>	Arbitration
	<i>Ryan Ransom et al. v Burrows Paper Corporation</i>	Case No. 2:20-cv-03824 MHW-CMV (S.D. OH)
	<i>Sakinah Kelly at al. v Evolent Health LLC</i>	1:19-cv-00500 (N. D. IL)
	<i>Salamon v. Bayview Loan Servicing, LLC</i>	No. 01-17-0002-1424 (AAA)
	<i>Scott Snider et al. V Quantum Health, Inc.</i>	2:20-cv-02296 CMV (E.D. OH)
	<i>Sequoia Moss-Clark, et al. v. New Way Services, Inc., et al.</i>	Case No. C12-1391 (Contra Costa County, CA)
	<i>Sergio Moreno et al. v Silvertip Completion Services Operating LLC</i>	Case No. 7:19-cv-00240 (W.D. TX)
	<i>Shannon Wheeler v. Cobalt Mortgage, Inc. et al.</i>	Case No. 2:14-cv-B1847-JCC (W.D. WA)
	<i>Sherman Wright et al. v The Kroger Co.</i>	1:19-cv-00761 MRB (S.D. OH)
	<i>Smallwood, et al. v. Illinois Bell Telephone Company,</i>	Case No. 09-cv-4072 (N.D. Ill.)
	<i>Smith v. Family Video</i>	No. 11-cv-01773 (N.D. Ill.)



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	<i>Smith v. Pizza Hut, Inc.</i>	No. 09--cv-01632-CMA-BNB (D. Colo.)
	<i>Speraneo v. BJC Health Systems, Inc. d/b/a BJC HealthCare</i>	Case No. 1322-CC09701 (St. Louis County, MO)
	<i>Stephanie Sanz, et al. v. Johnny Utah 51, LLC</i>	Case No. 14-cv-4380 (S.D.N.Y.)
	<i>Stephen DiGiorgio et al. v. EOS Holdings, Inc.</i>	1:16-cv-11069 (D. MA)
	<i>Steven Belt v P.F. Chang's China Bistro, Inc.</i>	2:18-cv-03831 AB (E.D. PA)
	<i>Tamare Fry v Pilot Plastics, Inc.</i>	Case No.: 5:22cv00465 (N.D. OH)
	<i>Tanielle Thomas vWalmart, Inc.</i>	18-cv-4717 (E.D. PA)
	<i>Tasha Smith v Acceptance Solutions Group, Inc.</i>	Case No.: 1:21cv01675 (N.D. Ill.)
	<i>Teeter v. NCR Corporation</i>	Case No. 08-cv-00297 (C.D. Cal.)
	<i>Terri Powell et al. v IKEA Industry Danville, LLC</i>	4:18-cv-00058 (W.D. VA)
	<i>Terrie Gammon et al. v Marietta OPCO, LLC dba Arbors at Marietta</i>	2:19-cv-05140 JLG-EPD (S.D. OH)
	<i>The Fortune Society, Inc. et al. v. Macy's, Inc. et al.</i>	No. 19 Civ. 5961 (S.D.N.Y.)
	<i>Thomas Cramer et al. v. Bank of America, N.A. et al.</i>	Case No. 12-08681 (N.D. Ill.)
	<i>Thomas Dege, et al., v. Hutchinson Technology, Inc.</i>	Case No. 06-cv-3754 (D. Minn.)
	<i>Thomas v. Kellogg Company et al.</i>	Case No. 3:13 Civ. 05136 (W.D. Wash.)
	<i>Thompson v. Qwest Corporation, et al.</i>	Civil Action No.: 1:17-cv-1745 (D. Colo.)
	<i>Tiffany Williams v Bob Evans Farms, Inc.</i>	Case No.: 2:18cv01353 (W.D. PA)
	<i>Todd Coleman v Trophy Nut Co.</i>	3:19-cv-00374 TMR (S.D. OH)
	<i>Tracie Ford et al. v Cardinal Innovations Healthcare Solutions</i>	Case No. 1:20-cv-00736 (M.D. NC)
	<i>Tracy Mattison et al. v Trubridge, Inc.</i>	5:19-cv-01618 JRA (N.D. OH)
	<i>Trista L.Freeman, et al. v Crossroads Hospice of Northeast Ohio LLC</i>	Case No. 5:20-cv-01579 BYP (E.D. OH)
	<i>Twohill, et al. v. First Acceptance Corporation</i>	Case No. 3:17-cv-00284 (M.D. Tenn.)
	<i>Tyler Mudrich v The Sygma Network, Inc.</i>	Case No.: 2:21cv04932-EAS-CMV (S.D. OH)
	<i>Tylisha Allen v Flanders Corporation</i>	Case No. 2022-LA-154 Circuit Court Sangamon, IL
	<i>Vernon Roberts v Techserv Consulting and Training, LTD</i>	Case No.: 6:21cv00406 (E.D. Tex.)
	<i>Victor Sanchez v Gold Standard Enterprises, Inc. d/b/a/ Binny's Beverage Depot</i>	Case No.: 1:21cv03349 (N.D. Ill)
	<i>Wallace Pitts at al. v. G4s Secure Solutions (USA), Inc.</i>	2:19-cv-02650 MHW-CMV (E.D. OH)
	<i>Watkins, et al. v. I.G. Incorporated, etl a.</i>	Case No. 27-13-15361 (Hennepin County, MN)
	<i>Weeks v. Matrix Absence Management, Inc.</i>	Case No. 2:20-cv-884 (D. Arizona)
	<i>White et al. v. Edward Jones Co., L.P. dba Edward Jones</i>	No. 17 Civ. 02004 (N.D. Ohio)
	<i>Wilkinson, et al. v. NCR Corporation</i>	Case No. 1:08-cv-5578 (N.D. Ill.)
	<i>William Perrin, et al. v. Papa John's International</i>	No. 4:09-CV-01335 (E.D. Mo.)
	<i>William Whitlock, et. al v. FSH Management, LLC, et. al.</i>	3:10-cv-00562-M
	<i>Williams v. DH Pace</i>	Case No. 4:14-cv-00161 (W.D. Mo.)
	<i>Williams, et al. v. Dollar Financial Group, et al.</i>	Case No. RG03099375 (Alameda County, CA)
	<i>Williams, et al. v. G4S Secure Solutions (USA) Inc.</i>	Civil Action No. 1:17-CV-00051 (M.D.N.C)
	<i>Williams, et al. v. H&R Block Enterprises, Inc.</i>	No. RG 08366506 (Alameda County, CA)
	<i>Wittemann, et al. v. Wisconsin Bell, Inc.</i>	Case No. 09-cv-440 (W.D. Wisc.)



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Environmental	<i>Wlotkowski, et al. v. Michigan Bell</i>	Case No. 09-cv-11898 (E.D. Mich.)
	<i>Bernice Samples, et al. v. Conoco, Inc., et al.</i>	Case No. 01-0631-CA-01 (Escambia County, Fla.)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>Keltner, et al., v. SunCokeEnergy, Inc., et al.</i>	Case No.: 2014-L-1540 (Madison County, IL)
	<i>Latta, et al. v. Hannibal Board of Public Works, et al.</i>	Case No. 16SL-CC01881 (St. Louis, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
ERISA	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>In Re: Broadwing Inc ERISA Litigation</i>	Case No. 02-cv-00857 (S.D. Ohio)
	<i>Leslie D. Nolan v The Detroit Edison Company</i>	Case No.: 2:18cv13359-DML-SDD (E.D. MI)
	<i>Michael Marzec v Reladyne, LLC</i>	Case No.: 2018CH14101 Circuit Court of Cook County, IL (Chancery Division)
	<i>Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)</i>	Case No. 02-cv-71045 (E.D. Mich.)
	<i>André Clark, et al., v. Oasis Outsourcing Holdings, Inc., et al.</i>	Case No. 9:18-cv-81101- RLR (S.D. Fla.)
	<i>Anthony Abbott, et al. v. Lockheed Martin Corp., et al.</i>	Case No. 06-701 (S.D. Ill.)
	<i>Bacon, et al., v. Board of Pensions of the Evangelical Lutheran Church in America</i>	Case No. 27-CV-15-3425 (Hennepin County, MN)
	<i>Baker, et al. v. John Hancock Life Insurance Company (U.S.A.), et al.</i>	Civil Action 1:20-cv-10397-RGS (D. Minn.)
	<i>Beach, et al. v JPMorgan Chase Bank, N.A., et al.</i>	Case No. 17-00563-JMF (S.D.N.Y.)
ERISA - 401k/403b Fee	<i>Becker v. Wells Fargo & Co. et al</i>	Case No. 0:20-cv-02016 (D. Minn.)
	<i>Bhatia, et al. v. McKinsey & Company, Inc., et al.</i>	Case No. 1:19-cv-01466-GHW-SN (S.D.N.Y.)
	<i>Bouvy v. Analog Devices, Inc., et al.</i>	Case No. 19-cv-881-DMS-BLM (S.D. Cal.)
	<i>Brian Loomis v Nextep, Inc.</i>	Case No.: 5:21cv00199-HE (W.D. OK)
	<i>Brotherston, et al. v. Putnam Investments, LLC, et al.</i>	Civil Action No. 15-13825-WGY (D. Mass.)
	<i>Brown-Davis et al v. Walgreen Co. et al</i>	Case No. 1:19-cv-05392 (N.D. Ill.)
	<i>Clifton Marshall, et al. v. Northrop Grumman Corp., et al.</i>	Case No. 16-6794 (C.D. Cal.)
	<i>Conte v. WakeMed</i>	Case No. 5:21-cv-00190-D (E.D.N.C.)
	<i>Cunningham, et al., v. Cornell University, et al.</i>	Case No. 16-cv-6525 (S.D.N.Y.)
	<i>David Clark, et al, v. Duke University, et al.</i>	Case No. 1:16-CV-01044-CCE-LPA (M.D.N.C.)
	<i>David Kinder, et al. v. Koch Industries, Inc., et al.</i>	Case No. 1:20 cv 02973 MHC (N.D. Ga.)
	<i>Dennis Gordan, et al. v. Massachusetts Mutual Life Insurance Co., et al.</i>	Case No. 13-cv-30184-MAP (D. Mas.)
	<i>Diego Cervantes v. Invesco Holding Company (US), Inc., et al.</i>	Civil Action No. 1:18 cv-02551-AT (N.D. Ga.)
	<i>Dustin S. Soulek v Costco Wholesale Corporation</i>	Case No.: 20cv937 (E. D. Wis.)
	<i>Gleason et al v. Bronson Healthcare Group, Inc. et al.</i>	Case No. 1:21-cv-00379 (W. D. Mich.)
	<i>Henderson et al. v. Emory University et al.</i>	Case No. 16-cv-2920 (N.D. Ga.)
	<i>Hill et al v. Mercy Health System Corporation et al</i>	Case No. 3:20-cv-50286 (N.D. Ill.)
	<i>In re GE ERISA Litigation</i>	Master File No. 1:17-cv-12123-IT (D. Mass)



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FACTA	<i>In re M&T Bank Corporation ERISA Litigation</i>	Case No. 1:16-cv-375 (W.D.N.Y.)
	<i>In re Northrop Grumman Corporation ERISA Litigation</i>	Case. No. 06-CV-6213 AB (JCx) (C.D. Cal.)
	<i>Intravaia, et al. v. National Rural Electric Cooperative Association, et al.</i>	Case No. 1:19-cv-00973-LO-IDD (E.D. Va.)
	<i>Johnson, et al v. Fujitsu Technology and Business of America, Inc. et al.</i>	Case No.: 5:16-cv-03698 NC (N.D. Cal.)
	<i>Karg et al v. Transamerica Corporation et al</i>	Case No. 1:18-cv-00134 (N.D. Iowa)
	<i>Karg, et al. v. Transamerica Corp., et al.</i>	Case No. 1:18-cv-00134-CJW-KEM (N.D. Iowa)
	<i>Karolyn Kruger, et al. v. Novant Health Inc., et al.</i>	Case No. 14-208 (M.D.N.C.)
	<i>Karpik, et al. v. Huntington Bancshares Incorporated, et al.</i>	Case No. 2:17-cv-01153-MHW-KAJ (S.D. Ohio)
	<i>Kimberly D. Traczyk v Aspirus, Inc.</i>	Case No.: 2:21cv00077 (W.D. MI)
	<i>Kinder et al v. Koch Industries, Inc. et al</i>	Case No. 1:20-cv-02973 (N.D. Ga.)
	<i>Kirk, et al. v. Retirement Committee of CHS/Community Health Systems, Inc., et al.</i>	Civil Action No. 3:19-cv-00689 (M.D. Tenn.)
	<i>Lauren Bence, et al. v. Presence Health Network, et al.</i>	Case No. 1:17-cv-08315 (N.D. Ill.)
	<i>Loren L. Cassell, et al. v. Vanderbilt University, et al.</i>	Case No. 3:16-CV-02086 (M.D. Tenn.)
	<i>Main, et al. v. American Airlines, Inc. et al.</i>	Civil Action No.: 4:16-cv-00473-O (N.D. Texas)
	<i>Marcia McGowan v Barnabas Health, Inc.</i>	Case No.: 2:20cv13119-KM-JRA (D.N.J.)
	<i>Moitoso, et al. v. FMR LLC, et al.</i>	Civil Action No. 1:18-cv-12122-WGY (D. Mass.)
	<i>Pat Beesley, et al v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Paul Andrus, et al. v. New York Life Insurance Company, et al.</i>	Case. No. 1:16-cv-05698 (KPF) (S.D.N.Y.)
	<i>Pledger, et al. v. Reliance Trust, et al.</i>	Case No. 1:15-cv-4444-MHC (N.D. Ga.)
	<i>Price v. Eaton Vance Corp., et al.</i>	Civil Action No. 18-12098-WGY (D. Mass.)
	<i>Ramos et al. v. Banner Health et al. (Judgement)</i>	Case No. 1:15-cv-02556 (D. Colo.)
	<i>Ramos et al. v. Banner Health et al. (Slocum)</i>	Case No. 1:15-cv-02556 (D. Colo.)
	<i>Reetz v. Lowe's Companies, Inc. et al.</i>	No. 5:18-cv-075-RJC-DCK (W.D.N.C.)
	<i>Robert Sims, et al, v. BB&T Corporation, et al.</i>	Case No. 1:15-cv-732-CCE-JEP (M.D.N.C.)
	<i>Ronald Tussey, et al. v. ABB Inc., at al.</i>	Case No. 2:06-cv-4305-NKL (W.D. Mo.)
	<i>Smith et al. v. OSF Healthcare System, et al.</i>	Case No. 3:16-cv-00467-SMY-RJD (S.D. Ill.)
	<i>Soulek v. Costco Wholesale Corporation et al</i>	Case No. 1:20-cv-00937 (E.D. Wis.)
	<i>Stacy Schapker v. Waddell & Reed Financial, Inc., et al.</i>	Case No. 17-cv-2365 (D. Kan.)
	<i>Stevens v. SEI Investments Company, et al.</i>	Case No. 2:18-CV-09936 (E.D. Pa.)
	<i>Todd Ramsey, et al., v. Philips North America LLC</i>	Case No. 3:18-cv-01099-NJR-RJD (S.D. Ill.)
	<i>Toomey, et al. v. Demoulas Super Markets, Inc., et al.</i>	Case No. 1:19-CV-11633-LTS (D. Mass.)
	<i>Tracey, et al. v. Massachusetts Institute of Technology, et al.</i>	Case No. 1:16-cv-11620 (D. Mass.)
	<i>Troudt et al v. Oracle Corporation et al.</i>	Case No. 16-cv-00175 (D. Colo.)
	<i>Velazquez, et al. v. Massachusetts Financial Services Company</i>	Case No. 1:17-CV-11249 (D. Mass.)
	<i>Yvonne Becker v Wells Fargo & Co.</i>	Case No.: 0:20cv02016-DWF-BRT (N.D. CA)
	<i>Albright v. Metrolink</i>	No. 4:11-CV-01691AGF (E.D. Mo.)
<i>Ebert, et al. v. Warner's Stellian</i>	No. 11-cv-02325 JRT/ SER (D. Minn.)	
<i>Fouks, et al. v. Red Wing Hotel Corporation</i>	Case No. 12-cv-02160 (D. Minn.)	



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FCRA Insurance	<i>Jones v. Dickinson</i>	No. 11 CV 02472 (D. Mo.)
	<i>Linda Todd, et al. v. Medieval Times</i>	Case No. 1:10-cv-00120 (D. N.J.)
	<i>Masters v. Lowe's Home Centers, Inc.</i>	Case No. 3:09-cv--255 (S.D. Ill.)
	<i>Seppanen et al. v. Krist Oil Company</i>	Case No. 2:09-cv-195 (W.D. Mich.)
	<i>Waldman v. Hess Corporation</i>	Case No. 07-cv-2221 (D. N.J.)
	<i>Michael Stoner, et al. v. CBA Information Services</i>	Case No. 04-cv-519 (E.D. Pa.)
	<i>Ann Castello v. Allianz Life Insurance Company</i>	Case No. 03-cv-20405 (D. Minn.)
	<i>Boyd Demmer, et al. v. Illinois Farmers Insurance Company</i>	Case No. MC 00-017872 (Hennepin County, Minn.)
	<i>Christopher Meek v Kansas City Life Insurance Company</i>	Case No.: 4:19cv00471 (W.D. MO)
	<i>Chultem v. Ticor Title Insur. Co., et al.</i>	Case No. 2006-CH-09488 ((Cook County, IL)l.)
	<i>Colella v. Chicago Title Insur. Co., et al.</i>	Case No. 2006-CH-09489 ((Cook County, IL)l.)
	<i>Daluge, et. al., v. Continental Casualty Company</i>	No. 3:15-cv-00297 (W.D. Wis.)
	<i>Deborah Hillgamy, et al. v. Reliastar Life Insurance Company, et al.</i>	No. 11-cv-729 (W.D. Wis.)
	<i>Doan v. State Farm</i>	108CV129264 (Santa Clara Co, CA)
	<i>Dorothea Pavlov v. Continental Casualty Company</i>	Case No. 07-cv-2580 (N.D. Ohio)
	<i>Earl L. McClure v State Farm Insurance Company</i>	Case No.: 2:20cv01389-SMB (D. AZ)
	<i>Frank Rose, et al. v. United Equitable Insurance Company, et al.</i>	Case No. 00-cv-02248 (Cass County, ND)
	<i>Froeber v. Liberty Mutual Fire Insurance Company</i>	Case No. 00C15234 (Marion County, OR)
	<i>Garrison, et al., v. Auto-Owners Insurance Company</i>	Case No. 02-cv-324076 (Cole County, Mo.)
	<i>Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.</i>	Case No. 3:97-cv-152 (D.N.D.)
	<i>In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation</i>	Case No. 99-md-1309 (D. Minn.)
	<i>Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.</i>	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	<i>J. Gregory Sheldon v Kansas City Life Insurance Company</i>	Case No.: 1916CV26689 Circuit Court of Jackson County, MO
	<i>Jacobs v. State Farm General Insurance Company</i>	No. CJ-96-406 (Sequoyah County, Okla.)
	<i>James M. Wallace, III, et al. v. American Agrisurance, Inc., et al.</i>	Case No. 99-cv-669 (E.D. Ark.)
	<i>James Ralston, et al. v. Chrysler Credit Corporation, et al.</i>	Case No. 90-cv-3433 (Lucas County, Ohio)
	<i>Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.</i>	CV 990759 (County of San Luis Obispo, Cal.)
<i>Morris v. Liberty Mutual Fire Insurance Company</i>	CJ-03-714 (Pottawatomie County, OK)	
<i>Paul Curtis, et al v. Northern Life Insurance Company</i>	Case No. 01-2-18578 (King County, Wash.)	
<i>Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp</i>	Case No. 06-cv-2253 (C.D. Cal.)	
<i>Raymond Arent, et al. v. State Farm Mutual Insurance Company</i>	Case No. 00-mc-16521 (D. Minn.)	
<i>Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.</i>	Case No. 00CVH-08-6980 (Franklin County, Ohio)	
<i>Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.</i>	Case No. 97-cv-3146 (S.D. Fla.)	
<i>Taqueria El Primo, LLC v Farmers Group, Inc.</i>	Case No.: 19cv03071 (D. MN)	
<i>Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota</i>	Case No. 02-cv-9317 (D. Minn.)	
Insurance - Force Placed	<i>Arnett v. Bank of America, N.A.</i>	No. 3:11-CV-01372-SI (D. OR)
	<i>Clements, et al. v. JPMorgan Chase Bank, N.A., et al.</i>	No. 3:12-cv-02179-JCS (N.D. Cal.)
	<i>Hofstetter, et al. v. Chase Home Finance, LLC., et al.</i>	Case No. 10-cv-1313 (N.D. Cal.)



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Legal Notice	<i>Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.</i>	Case No. 11-00673 (W.D. KY)
	<i>Anderson et al. v. Canada (Attorney General)</i>	2011 NLCA 82
	<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. CA)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>George Williams, et al. v. BestComp, Inc., et al.</i>	No. 09-C-5242-A (Parish of St. Landry, LA)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-325223D2 (Ontario, Superior Court of Justice)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Asia Pulp & Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Certaineed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>In Re: Google Referrer Header Privacy Litigation</i>	No. 10-04809 (N.D. Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>Joshua Wasser, et al. v. All Market, Inc.,</i>	Case No. 1:16-CV-21238 (S.D. Fla.)
	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 04-cv-235817 (Jackson County, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Pat Beesley, et al v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)	
<i>Skold, et al. v Intel Corporation, et al.</i>	Case No. 1-05-cv-039231 (County of Santa Clara, CA)	
<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)	
<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)	
Medical/Drug	<i>F.T.C. v. CHK Trading Corp.</i>	Case No. 04-cv-8686 (S.D.N.Y.)
	<i>F.T.C. v. Christopher Enterprises, Inc.</i>	Case No. 2:01-cv-0505 (D. Utah)
	<i>F.T.C. v. Conversion Marketing, Inc.</i>	Case No. 04-cv-1264 (C.D. Cal.)
	<i>F.T.C. v. Enforma Natural Products, Inc.</i>	Case No. 00-cv-04376 (C.D. Cal.)
	<i>F.T.C. v. Goen Technologies</i>	FTC File No. 042 3127
	<i>F.T.C. v. Great American Products</i>	Case No. 05-cv-00170 (N.D. Fla.)
	<i>F.T.C. v. Kevin Trudeau, et al.</i>	Case No. 03-cv-3904 (N.D. Ill.)



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Privacy/FCRA Securities	<i>F.T.C. v. Latin Hut, Inc.</i>	Case No. 04-cv-0830 (S.D. Cal.)
	<i>F.T.C. v. QT, Inc.</i>	Case No. 03-cv-3578 (N.D. Ill.)
	<i>F.T.C. v. Seasilver USA, Inc.</i>	Case No. 03-cv-0676 (D. Nev.)
	<i>F.T.C. v. Smart Inventions, Inc.</i>	Case No. 04-cv-4431 (C.D. Cal.)
	<i>F.T.C. v. Sunny Health Nutrition Technology & Products, Inc.</i>	Case No. 06-cv-2193 (M.D. Fla.)
	<i>F.T.C. v. United Fitness of America, LLC</i>	Case No. 02-cv-0648 (D. Nev.)
	<i>In Re: Guidant Corp Implantable Defibrillators Products Liability Litigation</i>	Case No. 05-cv-1708 (D. Minn.)
	<i>In re: Nuvaring Products Liability Litigation</i>	08-MDL-1964
	<i>Karen Wright, et al. v. Milan Jeckle</i>	Case No. 98-2-07410-2 (Spokane County, Wash.)
	<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 04-cv-235817 (Jackson County, MO)
	<i>St. Clair, et al. v MRB, et al.</i>	Case No. 12-cv-1572 (D. Minn.)
	<i>Adam C. Kassab, et al. v. Francis D. John, et al.</i>	Case No. 2:16-cv-00613-AJS (W.D. Pa.)
	<i>Alan Freberg, et al. v. Merrill Corporation, et al.</i>	Case No. 99-cv-010063 (D. Minn.)
	<i>Anderson v. Investors Diversified Services</i>	Case No. 4:79-cv-266 (D. Minn.)
	<i>Arkansas Teacher Retirement System, et al. v. Insulet Corp., et al.</i>	Civil Action No. 15-12345-MLW (D. Mass)
	<i>Bottlebrush Investments, LP, et al. v. The Lambveth Company, et al.</i>	Case No BC 407967 (County of Los Angeles, CA)
	<i>Charter Township Of Clinton v. OSI Restaurants</i>	Case No. 06-CA-010348 (Hillsborough County, Fla.)
	<i>Christopher Carmona, et al. v. Henry I. Bryant, et al. (Albertson's Securities Litigation)</i>	Case No. 06-cv-01251 (Ada County, Idaho)
	<i>Daryl L. Cooper, et al. v. Miller Johnson Steichen Kinnard, Inc.</i>	Case No. 02-cv-1236 (D. Minn.)
	<i>Dutton v. Harris Stratex Networks, Inc. et al</i>	08-cv-00755-LPS (D. Del.)
	<i>Edith Gottlieb v. Xcel Energy, Inc., et al.</i>	Case No. 02-cv-2931 (D. Minn.)
	<i>Family Medicine Specialists, et al. v. Abatix Corp., et al.</i>	Case No. 3:04-cv-872B (N.D. Tex.)
	<i>Fisk, et al. v. H&R Block Inc., et al.</i>	1216-CV20418 (Jackson County, MO)
	<i>Friedman, et al. v. Penson Worldwide, Inc.</i>	11-cv-02098 (N.D. Tex.)
	<i>In Re Allergan PLC Securities Litigation</i>	Case No.: 18cv12089-CM-GWG (S.D. NY)
	<i>In re FX Energy Stockholders Litigation</i>	Case No. A-15-726409-B (Clark County, NV)
	<i>In Re Regulus Therapeutics Inc. Securities Litigation</i>	3:17-cv-00182 BTM-RBB (S.D. CA)
	<i>In Re Universal Health Services, Inc. Derivative Litigation</i>	Case No.: 2:17cv02187 (E.D. PA)
	<i>In Re: American Adjustable Rate Term Trust Securities Litigation</i>	Case No. 4:95-cv-666 and 4:95-cv-667 (D. Minn.)
	<i>In Re: Ancor Communications, Inc Securities Litigation</i>	Case No. 97-cv-1696 (D. Minn.)
	<i>In Re: Asia Pulp & Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Bayer AG Securites</i>	Case No. 03-cv-1546 (S.D.N.Y.)
<i>In Re: Bio-One Securities Litigation</i>	Case No. 05-cv-1859 (M.D. Fla.)	
<i>In Re: Bioplasty Securities Litigation</i>	Case No. 4:91-cv-689 (D. Minn.)	
<i>In Re: Citi-Equity Group, Inc. Securities Litigation</i>	Case No. 94-cv-012194 (D. Minn.)	
<i>In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation</i>	MDL No. 1082 (C.D. Cal.)	
<i>In Re: Control Data Corporation Securities Litigation</i>	Case No. 3:85-cv-1341 (D. Minn.)	
<i>In Re: Cray Research Securities Litigation</i>	Case No. 3:89-cv-508 (D. Minn.)	



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	<i>In re: CV Sciences, Inc. Securities Litigation</i>	Case No.: 2:18cv01602-JAD-BNW (D. NV)
	<i>In Re: Cybex International Securities Litigation</i>	No. 653794/2012 (County of New York, NY)
	<i>In Re: E.W. Blanch Holdings, Inc. Securities Litigation</i>	Case No. 01-cv-258 (D. Minn.)
	<i>In Re: Encore Computer Corporation Shareholder Litigation</i>	Case No. 16044 (New Castle County, Del.)
	<i>In Re: EVCI Career Colleges Holding Corp Securities Litigation</i>	Case No. 05-cv-10240 (S.D.N.Y.)
	<i>In Re: Flight Transportation</i>	MDL No. 517 (D. Minn.)
	<i>In Re: Frontier Oil Corporation</i>	Case No. 2011-11451 (Harris County, Tex.)
	<i>In Re: HeartWare International, Inc. Securities Litigation</i>	No. 1:16-cv-00520-RA (S.D.N.Y.)
	<i>In Re: Hennepin County 1986 Recycling Bond Litigation</i>	Case No. 92-cv-22272 (D. Minn.)
	<i>In Re: McCleodUSA Incorporated Securities Litigation</i>	Case No. 02-cv-0001 (N.D. Iowa)
	<i>In Re: McKesson HBOC, Inc. Securities Litigation</i>	Case No. 99-cv-20743 (N.D. Cal.)
	<i>In Re: Merrill Lynch & Co., Inc. Securities Derivative and ERISA Litigation</i>	07-cv-9633 (S.D.N.Y.)
	<i>In Re: Merrill Lynch Research Reports Securities Litigation</i>	Case No. 02-md-1484 (S.D.N.Y.)
	<i>In Re: Micro Component Technology, Inc. Securities Litigation</i>	Case No. 4:94-cv-346 (D. Minn.)
	<i>In Re: National City Corp. Securities, Derivative and Erisa Litig.</i>	MDL No. 2003 (N.D. Ohio)
	<i>In Re: New Century</i>	No. 07-CV-0931 (C.D. Cal.)
	<i>In Re: Novastar Financial, Inc. Securities Litigation</i>	Case No. 04-cv-0330 (W.D. Mo.)
	<i>In Re: OCA, Inc. Securities and Derivative Litigation</i>	Case No. 05-cv-2165 (E.D. La.)
	<i>In Re: Raytheon Company Securities Litigation</i>	Case No. 99-cv-12142 (D. Mass.)
	<i>In Re: Reliance Group Holdings, Inc. Securities Litigation</i>	Case No. 00-cv-4653 (S.D.N.Y.)
	<i>In Re: Retek Inc Securities Litigation</i>	Case No. 02-cv-4209 (D. Minn.)
	<i>In Re: Salomon Analyst Metromedia Litigation</i>	Case No. 02-cv-7966 (S.D.N.Y.)
	<i>In re: Sauer-Danfoss, Inc. Stockholder Litigation</i>	C.A. No. 8396-VCL (Court of Chancery of the State of Delaware)
	<i>In Re: Scimed Life Systems, Inc. Shareholders Litigation</i>	Case No. 94-mc-17640 (D. Minn.)
	<i>In Re: Sourcecorp Securities Litigation</i>	Case No. 04-cv-02351 (N.D. Tex.)
	<i>In re: Spectrum Pharmaceuticals Securities Litigation</i>	Case No. 2:13-cv-00433-LDG (D. Nev.)
	<i>In Re: SS&C Technologies, Inc. Shareholders Litigation</i>	Case No. 05-cv-1525 (D. Del.)
	<i>In re: SunEdison, Inc. Securities Litigation</i>	Case No. 1:16-md-2742-PKC (S.D.N.Y.)
	<i>In Re: Tellium Inc Securities Litigation</i>	Case No. 02-cv-5878 (D. N.J.)
	<i>In Re: The Sportsman's Guide, Inc. Litigation</i>	Case No. 06-cv-7903 (D. Minn.)
	<i>In Re: Tonka Corporation Securities Litigation</i>	Case No. 4:90-cv-002 (D. Minn.)
	<i>In Re: Tonka II Securities Litigation</i>	Case No. 3:90-cv-318 (D. Minn.)
	<i>In Re: Tricord Systems, Inc. Securities Litigation</i>	Case No. 3:94-cv-746 (D. Minn.)
	<i>In Re: VistaCare, Inc. Securities Litigation</i>	Case No. 04-cv-1661 (D. Ariz.)
	<i>In Re: Williams Securities Litigation</i>	Case No. 02-cv-72(N.D. Okla.)
	<i>In Re: Xcel Energy, Inc. Securities Litigation</i>	Case No. 02-cv-2677 (D. Minn.)
	<i>In Re: Xcelera.Com Securities Litigation</i>	Case No. 00-cv-11649 (D. Mass.)
	<i>In Re: Xybernaut Corp. Securities MDL Litigation</i>	Case No. 05-mdl-1705 (E.D. Va.)



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

1/4/2023

Practice Area	Engagement	Citation
	<i>In the Matter of BKS Advisors, LLC</i>	SEC Admin. Proc. File No. 3-18648
	<i>In the Matter of deVere USA, Inc.</i>	SEC Admin. Proc. File No. 3-18527
	<i>In the Matter of Focus Media Holding Limited, et al.</i>	SEC Admin. Proc. File No. 3-16852
	<i>In the Matter of James Goodland and Securus Wealth Management, LLC</i>	SEC Admin. Proc. File No. 3-16878
	<i>In the Matter of JL Capital Management</i>	SEC Admin. Proc. File No. 3-18171
	<i>In the Matter of Ross, Sinclair & Associates, LLC, et al.</i>	SEC Admin. Proc. File No. 3-17315
	<i>In the Matter of Securities America Advisors, Inc.</i>	SEC File No.: 3-20381
	<i>In the Matter of Sica Wealth Management, LLC and Jeffrey C. Sica</i>	SEC Administrative Proceeding File No. 3-19716
	<i>Inchen Huang v Assertio Therapeutics, Inc.</i>	Case No.: 4:17cv04830-JST (N.D. Cal.)
	<i>Ivy Shipp, et al. v. Nationsbank Corp.</i>	19,002 (TX 12th Jud Dist)
	<i>Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlad, et al.</i>	Case No. 3:93-cv-714 (D. Minn.)
	<i>Kevin D. Mayer et al. v United Microelectronics Corporation</i>	19-cv-02304 (S.D. N.Y.)
	<i>Lori Miller, et al. v. Titan Value Equities Group Inc., et al.</i>	Case No. 94-mc-106432 (D. Minn.)
	<i>Makor Issues & Rights, Ltd., et al. v. Tellabs, Inc., et al.</i>	02-C-4356 (N.D. Ill.)
	<i>Montoya, et al. v. Mamma.com, Inc., et al.</i>	Case No. 1:05-cv-02313 (S.D.N.Y.)
	<i>Norwood v Lee, et al.</i>	C.A. No.: 2018-0056-KSJM Court of Chancery of the State of Delaware
	<i>Partridge v GreenStar Agricultural Corporation, et al.</i>	Ontario Superior Court of Justice (Toronto Region)
	<i>Paskowitz v James J. Hill</i>	Case No. 715541/2018 (Queens County, NY)
	<i>Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp, et al.</i>	Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)
	<i>Richard Donal Rink, et al. v. College Retirement Equities Fund</i>	No. 07-CI-10761, (Jefferson County, KY)
	<i>Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.</i>	Case No. 01-2-00751-8 (Island County, Wash.)
	<i>Sandi Roper, et al. v. SITO Mobile, Ktd., et al.</i>	NO. 2:17-CV-01106-ES-MAH (D.N.J.)
	<i>SEC v Colonial Tidewater Realty Income Partners, LLC</i>	1:15-cv-2401 (D. MD)
	<i>SEC v MMR Investment Bankers LLC dba MMR, Inc.</i>	File No. 3-16753 and 3-16754
	<i>Securities and Exchange Commission v Al-Raya Investment Company, et. al.</i>	No. 109-CV-6533
	<i>Securities and Exchange Commission v Broadwind Energy, Inc.</i>	Case No.: 1:15cv01142 (N.D. IL)
	<i>Securities and Exchange Commission v. AIMSI Technologies, Inc., et al.</i>	05 CV 4724 (LLS) (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Alderson et al.</i>	No. 18-04930 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Broadwind Energy, Inc. et al.</i>	Civ. Act. No. 1:15-cv-01142 (N.D. Ill.)
	<i>Securities and Exchange Commission v. CKB168 Holdings Ltd., et al.</i>	Civil Action No. 1:13-cv-5584 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Harrison Katzen</i>	Case No. 16-cv-06606 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Intercontinental Regional Center Trust of Chicago, LLC</i>	Civil Action No. 13-cv-982 (N.D. Ill.)
	<i>Securities and Exchange Commission v. Myron Weiner</i>	11-CV-05731 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Rockford Funding Group, LLC, et al.</i>	09-10047 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. United American Ventures, LLC, et al.</i>	Case No. 10-cv-00568-JCH-LFG (D.N.M.)
	<i>Superior Partners, et al. v. Rajesh K. Soin, et al.</i>	Case No. 08-cv-0872 (Montgomery County, Ohio)
	<i>Svenningsen, et al. v. Piper Jaffray & Hopwood, et al.</i>	Case No. 3:85-cv-921 (D. Minn.)
	<i>Three Bridges Investment Group, et al. v. Honeywell, et al.</i>	Case No. 88-cv-22302 (D. Minn.)



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

1/4/2023

Practice Area	Engagement	Citation
Test Score	<i>Tietz v Bridgemark Financial Corp.</i> <i>United States of America v. George David Gordon</i> <i>United States of America v. Zev Saltsman</i> <i>William Steiner, et al. v. Honeywell, Inc. et al.</i> <i>David Andino, et al. v. The Psychological Corporation, et al.</i> <i>Frankie Kurvers, et al. v. National Computer Systems</i>	Action No.: S-197731 The Supreme Court of British Columbia Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.) Case No. 04-cv-641 (E.D.N.Y.) Case No. 4:88-cv-1102 (D. Minn.) Case No. A457725 (Clark County, Nev.) No. MC00-11010 (Hennepin County, Minn)

EXHIBIT B

You are receiving this Notice of Class Action Settlement (“Notice”) because the records of the VCA Inc. Salary Savings Plan (the “Plan”) indicate that you were a participant or beneficiary in the Plan during the period November 22, 2015 through July 24, 2020 (the “Class Period”). As such, your rights may be affected by a proposed settlement of a class action lawsuit (the “Settlement”) regarding the Plan. **Please read the following information carefully to find out what the lawsuit is about, what the terms of the proposed Settlement are, what rights you have to object to the proposed Settlement Agreement if you disagree with its terms, where to obtain more information about the Settlement, and what deadlines apply.**

This litigation (the “Action”) is a class action in which Named Plaintiffs allege that the Defendants breached fiduciary duties owed to the participants in and beneficiaries of the Plan under ERISA by, among other things, failing to attempt to reduce the Plan’s expenses or exercise appropriate judgment to scrutinize administrative and recordkeeping fees paid to Service Providers. Defendants have denied and continue to deny all of the claims and allegations in the Action and deny any liability or wrongful conduct of any kind. Defendants believe they have administered the Plan properly, prudently, and in the best interests of Plan participants.

What does the Settlement provide? Under the Settlement, Defendants agreed to pay \$1,500,000.00 into a Qualified Settlement Fund which will be distributed to Settlement Class Members according to a Plan of Allocation to be approved by the Court, after deducting for payment of any taxes, approved Attorneys’ Fees and Costs; Service Payments to the Class Representatives; and the costs of administering the Settlement. If the Settlement is approved by the Court, all Settlement Class members and anyone claiming through them shall be deemed to fully release the Released Parties from Released Claims.

How much will the attorneys be paid? Class Counsel will apply to the Court for an order awarding attorneys’ fees not in excess of thirty-three and one third percent (33 1/3%) of the Settlement Fund (a maximum amount of \$500,000.00), plus reimbursement of litigation expenses not to exceed \$50,000.00. Any amount approved by the Court will be paid from the Qualified Settlement Fund. Class Counsel will file an application for Attorneys’ Fees and Costs, and Class Representative Service Payments no later than **April 28, 2023**.

How can I get a payment? You do not need to file a claim. If you currently have a positive account balance in the Mars Veterinary Health 401(k) Savings Plan (“Mars Plan”) and are a Settlement Class Member, any share of the Net Settlement Amount to which you are entitled will be deposited into your Mars Plan account. Former Participants will be paid directly by check.

Your options. If you are a Settlement Class Member, you can object to the Settlement by **May 26, 2023**, if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will hold a Final Approval Hearing in this case on **June 26, 2023** to consider whether to approve the Settlement and you can attend if you so choose.

Where can I get more information? Visit WWW.VCAERISASETTLEMENT.COM or call 1-877-310-7941. Do not contact VCA or the Court with questions. The above website provides a fulsome description of your rights under the Settlement, outlines in detail what you may receive under the Settlement and how to object to it if you wish, and makes available all the relevant documents.

VCA ERISA Settlement

P.O. Box 2004

Chanhassen, MN 55317-2004

Important Notice About a Class Action Settlement

**If you were a
participant in the
VCA Inc.
Salary Savings Plan
during the period
November 22, 2015
through July 24, 2020,
your rights may be
effected by a class action
settlement.**

ABC1234567890 - Claim Number: 1111111



JOHN Q CLASSMEMBER

123 MAIN ST

APT 1

ANYTOWN, ST 12345

EXHIBIT C

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

BRIAN SMITH, *et al.*,
Plaintiffs,
v.
VCA, INC., *et al.*,
Defendants.

Case No. 2:21-cv-09140-GW-AGR

NOTICE OF CLASS ACTION SETTLEMENT

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

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

You are receiving this Notice of Class Action Settlement (“Notice”) because the records of the VCA Inc. Salary Savings Plan, and each of its predecessor plans or successor plans, individually and collectively (the “Plan”), indicate that you were a participant in the Plan during the period November 22, 2015 through July 24, 2020 (the “Class Period”). As such, your rights may be affected by a proposed settlement of this class action lawsuit (the “Settlement”). **Please read the following information carefully to find out what the lawsuit is about, what the terms of the proposed Settlement are, what rights you have to object to the proposed Settlement Agreement if you disagree with its terms, and what deadlines apply.**

This Notice contains summary information with respect to the Settlement. The complete terms and conditions of the Settlement are set forth in a Settlement Agreement (“Settlement Agreement”). Capitalized terms used in this Notice, but not defined in this Notice, have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, is available at an internet site dedicated to the Settlement, www.VCAERISAsettlement.com.

The Court in charge of this case is the United States District Court for the Central District of California. The persons who sued on behalf of themselves and the Plan are called the “Named Plaintiffs,” and the people they sued are called “Defendants.” The Named Plaintiffs are Brian Smith, Jacqueline Mooney, Angela Bakanas, and Matthew Colón. The Defendants are, among others, VCA Inc. (“VCA”) and the Plan Committee for the VCA Inc. Salary Savings Plan. The Action is known as *Smith, et al. v. VCA Inc., et al.*, No. 2:21-cv-09140-GW-AGR (C.D. Cal.).

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim in order to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.
HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.	If you currently have a positive account balance in the Mars Veterinary Health 401(k) Savings Plan (“Mars Plan”) and are a Settlement Class member, any share of the Net Settlement Amount to which you are entitled will be deposited into your Mars Plan account. If you are a Former Participant (i.e., no longer a participant in the Plan or Mars Plan) and are a Settlement Class member, such funds shall be paid directly to you by the Settlement Administrator.
YOU MAY OBJECT TO THE SETTLEMENT BY MAY 26, 2023.	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and the attorneys for the Parties about why you object to the Settlement.
YOU MAY ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON JUNE 26, 2023.	If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing about the Settlement and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection by the Court-approved deadline in advance of the Final Approval Hearing AND you file a Notice of Intention To Appear, as described in the answer to Question 16 in this Notice.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.

Further information regarding this litigation and this Notice may be obtained by contacting the following Class Counsel:

Andrew W. Ferich
 AHDOOT & WOLFSON, PC
 201 King of Prussia Road, Suite 650
 Radnor, PA 19087

Erich P. Schork
 ROBERTS LAW FIRM
 PO Box 31909
 Chicago, IL 60631-9998

Class Counsel has established a toll-free phone number to receive your comments and questions: 1-877-310-7941. You may also send an email to info@vcaerisasettlement.com. In the subject line please write “VCA Settlement.” You should contact Class Counsel with any questions regarding this Settlement, not the Court, VCA, or counsel for the Defendants.

QUESTIONS? VISIT WWW.VCAERISASETTLEMENT.COM OR CALL TOLL-FREE 1-877-310-7941.
 DO NOT CONTACT THE COURT OR VCA WITH YOUR QUESTIONS.

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QUESTIONS? VISIT WWW.VCAERISASETTLEMENT.COM OR CALL TOLL-FREE 1-877-310-7941.
DO NOT CONTACT THE COURT OR VCA WITH YOUR QUESTIONS.

SUMMARY OF SETTLEMENT

This litigation (the “Action”) is a class action in which Named Plaintiffs Brian Smith, Jacqueline Mooney, Angela Bakanas, and Matthew Colón allege that the Defendants breached fiduciary duties owed to the participants in and beneficiaries of the Plan under ERISA by, among other things, failing to attempt to reduce the Plan’s expenses or exercise appropriate judgment to scrutinize administrative and recordkeeping fees paid to Service Providers and ensure that such fees were prudent. A copy of the Complaint as well as other documents filed in the Action are available at www.VCAERISAsettlement.com or from Class Counsel. Defendants have denied and continue to deny all of the claims and allegations in the Action and deny any liability or wrongful conduct of any kind. Defendants believe they have administered the Plan properly, prudently, and in the best interests of Plan participants.

A Settlement Fund consisting of \$1,500,000.00 (one million five hundred thousand dollars) in cash (the “Gross Settlement Amount”) is being established in the Action. The Gross Settlement Amount will be deposited into an escrow account, and the Gross Settlement Amount, together with any interest earned, will constitute the Settlement Fund. Payment of any taxes, approved attorneys’ fees and litigation expenses; payment of Service Payments to the Named Plaintiffs; and the costs of administering the Settlement will be paid out of the Settlement Fund. After the payment of such fees, expenses, and awards, the amount that remains will constitute the Net Settlement Amount. The Net Settlement Amount will be allocated to Settlement Class members according to a Plan of Allocation to be approved by the Court.

STATEMENT OF ATTORNEYS’ FEES AND EXPENSES SOUGHT IN THE ACTION

Class Counsel will apply to the Court for an order awarding attorneys’ fees not in excess of thirty-three and one third percent (33 1/3%) of the Settlement Amount (a maximum amount of \$500,000.00), plus reimbursement of expenses not to exceed \$50,000.00. Any amount approved by the Court will be paid from the Settlement Fund.

WHAT WILL THE NAMED PLAINTIFFS GET?

The Named Plaintiffs will share in the allocation of the Net Settlement Amount on the same basis as all other members of the Settlement Class. In addition, the Named Plaintiffs will ask the Court to award up to \$3,000 to each of the Named Plaintiffs as Service Payments for their participation in the Action and representation of the Settlement Class. Any such awards will be paid solely from the Settlement Fund.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have been a participant in or a beneficiary of the Plan **during the period from November 22, 2015 to July 24, 2020.**

The Court directed that this Notice be sent to you because, if you fall within the definition of the Settlement Class, you have a right to know about the Settlement and the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Amount will be distributed to the Settlement Class members according to a Court-approved Plan of Allocation described below. This Notice describes the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. WHAT IS THE ACTION ABOUT?

The Action claims that under ERISA, the Defendants owed fiduciary duties of care and prudence to the Plan and that they violated those duties in connection with the selection and monitoring of the Plan’s service providers. During the Class Period, participants in the Plan were able to allocate their account balances among various investment funds. Named Plaintiffs allege that the Plan had substantial bargaining power regarding the fees and expenses that were charged. Specifically, Named Plaintiffs allege Defendants failed to prudently monitor the recordkeeping fees charged to Plan participants. Recordkeeping in simple terms refers to the suite of administrative services provided to retirement plan participants that generally includes provision of account statements to participants.

QUESTIONS? VISIT WWW.VCAERISASETTLEMENT.COM OR CALL TOLL-FREE 1-877-310-7941.
DO NOT CONTACT THE COURT OR VCA WITH YOUR QUESTIONS.

Defendants deny all of the claims and allegations made in the Action and deny that they ever engaged in any wrongful conduct. If the Action were to continue, the Defendants would continue to assert numerous defenses to liability, including:

- Defendants did not engage in any of the allegedly improper conduct charged in the Complaint;
- Defendants reasonably and prudently managed the Plan’s administrative fees, as well as all recordkeeping fees, and fulfilled all of their fiduciary obligations;
- As part of its reasonable and prudent process to manage the Plan, Defendants retained professional investment consultants to help ensure that the Plan’s fees and expenses were reasonable;
- As part of its reasonable and prudent process to manage the Plan, Defendants monitored the Plan’s recordkeeping fees;
- Even if a court were to determine that Defendants failed to discharge any duty under ERISA, any such breach of fiduciary duty did not cause the Plan or its participants to suffer any loss.

Class Counsel has extensively investigated the allegations in the Action. Among other efforts, Class Counsel reviewed Plan-governing documents and materials, communications with Plan participants, U.S. Department of Labor filings, news articles and other publications, and other documents regarding the general and specific matters that were alleged in the complaint filed on November 21, 2021. Defendants filed an Answer on April 28, 2021 denying the allegations in the Complaint. Before briefing Plaintiffs’ motion for class certification or Defendants’ motion for summary judgment, the Parties began to discuss the possibility of a resolution of this matter through mediation. On November 9, 2022, the parties attended a mediation and engaged in intense and arms’ length negotiations where the Parties reached agreement in principle to settle this litigation on a classwide basis. The Parties subsequently finalized all terms of the Settlement.

3. WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs, called “class representatives” or “named plaintiffs,” sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the “class” and are referred to individually as “class members.” One case resolves the issues for all class members together. Because the conduct alleged in this Action is claimed to have affected a large group of people – participants in the Plan during the Class Period – in a similar way, the Named Plaintiffs filed this case as a class action.

4. WHY IS THERE A SETTLEMENT?

As in any litigation, all parties face an uncertain outcome. On the one hand, continuation of the case against the Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case could result in Plaintiffs obtaining no recovery at all or obtaining a recovery that is less than the amount of the Settlement. Based on these factors, the Named Plaintiffs and Class Counsel have concluded that the proposed Settlement is in the best interests of all Settlement Class members.

5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?

You are a member of the Settlement Class if you fall within the definition of the Settlement Class preliminarily approved by the Honorable George H. Wu:

All persons who participated in the Plan at any time during the Class Period, including any Beneficiary of a deceased person who participated in the Plan at any time during the Class Period, and any Alternate Payee of a person subject to a Qualified Domestic Relations Order who participated in the Plan at any time during the Class Period. Excluded from the Settlement Class are Defendants and their Beneficiaries, any Plan fiduciaries, and the Judges assigned to this case.

The “class period” referred to in this definition is from November 22, 2015 to July 24, 2020. If you are a member of the Settlement Class, the amount of money you will receive, if any, will depend upon the Plan of Allocation, described below.

QUESTIONS? VISIT WWW.VCAERISASETTLEMENT.COM OR CALL TOLL-FREE 1-877-310-7941.
DO NOT CONTACT THE COURT OR VCA WITH YOUR QUESTIONS.

THE SETTLEMENT BENEFITS—WHAT YOU MAY GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

Provided that the Settlement becomes Final, a Settlement Fund consisting of \$1,500,000.00 will be established in the Action. The amount of money that will be allocated among members of the Settlement Class, after the payment of any taxes and Court-approved costs, fees, and expenses, including attorneys' fees and expenses of Class Counsel, any Court-approved Service Payments to be paid to the Named Plaintiffs, and payment of expenses incurred in calculating the Settlement payments and administering the Settlement, is called the Net Settlement Amount. The Net Settlement Amount will not be known until these other amounts are quantified and deducted. The Net Settlement Amount will be allocated to members of the Settlement Class according to a Plan of Allocation to be approved by the Court. The Plan of Allocation describes how Settlement payments will be distributed to Settlement Class members who receive a payment.

If the Settlement is approved by the Court, all Settlement Class members and anyone claiming through them shall be deemed to fully release the Released Parties from the Released Claims.

The Released Parties are (a) Defendants; (b) Defendants' insurers, co-insurers, and reinsurers; (c) VCA's direct and indirect, past, present or future parents, subsidiaries, affiliates, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees or heirs (including any individuals who serve or served in any of the foregoing capacities, such as members of the boards of trustees or boards of directors that are associated with any of Defendants' past, present, and future affiliates), and each person that controls, is controlled by, or is under common control with them; (d) the Plan and the Plan's current and past fiduciaries, administrators, plan administrators, recordkeepers, service providers, consultants, and parties-in-interest; and (e) Defendants' independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the independent fiduciary), employee benefit plan administrators, service providers to the Plan (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them. Released Claims are defined in the Settlement Agreement and include all claims that were or could have been asserted in the Action. This means, for example, that Settlement Class members will not have the right to sue the Released Parties for failure to prudently select and monitor the Plan's investment options or fees, or related matters, that occurred during the Class Period.

The above description of the proposed Settlement is only a summary. The complete terms, including the definitions of the Released Parties and Released Claims, are set forth in the Settlement Agreement (including its exhibits), which may be obtained at a dedicated Settlement Internet site, www.VCAERISAsettlement.com or by contacting Class Counsel listed on Page 2 above.

7. HOW MUCH WILL MY PAYMENT BE?

Each Settlement Class Member's share will be calculated according to a Court-approved Plan of Allocation by a third-party vendor ("Settlement Administrator") selected by Class Counsel. You are not required to calculate the amount you may be entitled to receive under the Settlement as the Settlement Administrator will do so under the Plan of Allocation. In general, your proportionate share of the Settlement will be calculated as follows:

- First, the Settlement Administrator will obtain balances for each Settlement Class member in their Plan accounts as of December 31, 2015, and on December 31 of each subsequent year of the Class Period up to and including 2019. For 2020, July 24, 2020 will be used. Each Class Member's account balances for each year of the Class Period based on the account balances as of these dates will be summed. This summed amount will be that Class Member's "Balance."
- Second, the Balance for all Class Members will be summed.

QUESTIONS? VISIT WWW.VCAERISASETTLEMENT.COM OR CALL TOLL-FREE 1-877-310-7941.
DO NOT CONTACT THE COURT OR VCA WITH YOUR QUESTIONS.

- Third, each Class Member will receive a share of the Net Settlement Amount in proportion to the sum of that Class Member's Balance as compared to the sum of the Balance for all Class Members, *i.e.* where the numerator is the Class Member's Balance and the denominator is the sum of all Class Members' Balances.
- The amounts resulting from this initial calculation will be known as the Preliminary Entitlement Amount. Class Members who are entitled to a distribution of less than \$10.00 will receive a distribution of \$10.00 (the "De Minimis Amount") from the Net Settlement Amount. In other words, the Settlement Administrator shall progressively increase Class Members' awards falling below the De Minimis Amount until the lowest participating Class Member award is the De Minimis Amount, *i.e.* \$10.00. The resulting calculation shall be the Final Entitlement Amount for each Class Member. The sum of the Final Entitlement Amount for each Class Member will equal the dollar amount of the Net Settlement Amount.

You will not be required to produce records that show your Plan activity. If you are entitled to a share of the Settlement Fund, your share of the Settlement will be determined based on the Plan's records for your account. If you have questions regarding the allocation of the Net Settlement Amount, please contact Class Counsel listed on Page 2 above.

8. HOW MAY I RECEIVE A PAYMENT?

You do not need to file a claim. If you currently have a positive account balance in the Mars Plan and are a Settlement Class Member, any share of the Net Settlement Amount to which you are entitled will be deposited into your Mars Plan account. Former Participants will be paid directly by the Settlement Administrator by check.

All such payments are intended by the Settlement Class to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. Checks issued to Former Participants pursuant to this paragraph shall be valid for 180 days from the date of issue. If you are a former Plan participant and have not provided the Plan with your current address, please contact Class Counsel listed on Page 2 above.

Each Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person.

9. WHEN WOULD I GET MY PAYMENT?

The Settlement cannot be completed unless and until several events occur. These events include Final Approval of the Settlement by the Court, approval of the Settlement by an independent fiduciary to the Plan, transfer of the Net Settlement Amount to the Plan, and calculation of the amount of the Settlement owed to each Settlement Class Member. If objections are made to the Settlement or appeals are taken by objectors who oppose the approval of the Settlement, this process may take a long time to complete, possibly several years.

There will be no payments if the Settlement Agreement is terminated.

The Settlement Agreement may be terminated for several reasons, including if (1) the Court does not approve or materially modifies the Settlement Agreement, or (2) the Court approves the Settlement Agreement but the approval is reversed or materially modified by an appellate court. If the Settlement Agreement is terminated, the Action will proceed again as if the Settlement Agreement had not been entered into. The Settlement is not conditioned upon the Court's approval of attorneys' fees or the reimbursement of expenses/costs sought by Class Counsel, the Service Payments sought by the Named Plaintiffs, or any appeals solely related thereto.

10. CAN I GET OUT OF THE SETTLEMENT?

You do not have the right to exclude yourself from the Settlement. The Settlement Agreement provides for certification of the Settlement Class as a non-opt-out class action under Federal Rule of Civil Procedure 23(b)(1), and the Court has preliminarily determined that the requirements of that rule have been satisfied. Thus, it is not possible for any Settlement Class Members to exclude themselves from the Settlement. As a Settlement Class Member, you will be

bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action or are otherwise released under the Settlement.

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve it. For more information on how to object to the Settlement, see the answer to Question 13 below.

THE LAWYERS REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

The Court has preliminarily appointed the law firms of Ahdoot & Wolfson, PC and Roberts Law Firm as Class Counsel for the Named Plaintiffs in the Action. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will file a motion for the award of attorneys' fees not to exceed one third (33 1/3%) of the Settlement Fund (*i.e.*, \$500,000.00), plus reimbursement of expenses incurred in connection with the prosecution of the Action not to exceed \$50,000.00. This motion will be considered at the Fairness Hearing described below.

OBJECTING TO THE ATTORNEYS' FEES

By following the procedures described in the answer to Question 13, you can tell the Court that you do not agree with the fees and expenses the attorneys intend to seek and ask the Court to deny their motion or limit the award.

13. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it.

To be filed validly, the objection and any notice of intent to participate or supporting documents must be filed at least thirty (30) calendar days prior to the scheduled Final Approval Hearing. All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class and include proof that the Class Member is a member of the Settlement Class (*e.g.*, copy of the Settlement Notice); (d) identify the specific factual and legal grounds for the objection; (e) identify whether the objection is an objection to the Settlement in part or in whole; (f) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (g) identify all counsel representing the Class Member, if any; (h) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years; (i) include all documents or writings that the Class Member desires the Court to consider; (j) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (k) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted to the Court either by mailing them to the Clerk of the Court, First Street U.S. Courthouse, 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565, or by filing them with the United States District Court for the Central District of California. The objection must refer prominently to this case name: *Smith, et al. v. VCA Inc., et al.*, No. 2:21-cv-09140-GW-AGR (C.D. Cal.). All objections must be filed or postmarked on or before the objection deadline, as established in the Preliminary Approval Order. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

A copy of your objection must also be provided to Class Counsel and Defense Counsel by email to info@VCAERISAsettlement.com (writing "VCA Settlement" in the subject line) or to the following respective addresses for Class and Defense Counsel:

QUESTIONS? VISIT WWW.VCAERISASETTLEMENT.COM OR CALL TOLL-FREE 1-877-310-7941.
DO NOT CONTACT THE COURT OR VCA WITH YOUR QUESTIONS.

Class Counsel

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Erich P. Schork
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Defense Counsel

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Philadelphia, PA 19103

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may participate in the Final Approval Hearing, **which may be held telephonically or by video conference**, and you may ask to speak if you have timely asserted an objection, but you do not have to participate in the Final Approval Hearing to have your objection considered. Any person wishing to speak at the Final Approval Hearing shall file and serve a Notice of Intention to Appear within the time limitations set forth above. **It is your obligation to ensure that your written objection is received by the Court by no later than May 26, 2023.**

14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing currently is scheduled for 8:30 a.m. on June 26, 2023, at the United States District Court for the Central District of California, First Street U.S. Courthouse, 350 West 1st Street, Los Angeles, CA, 90012, before the Hon. George H. Wu, or such other courtroom as the Court may designate. **The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class and also may schedule the hearing to be done by telephone or video conference. If you wish to attend, you should confirm the date and time of the Final Approval Hearing with Class Counsel before doing so.** At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also rule on the motions for attorneys' fees and reimbursement of expenses and for Service Payments for the Named Plaintiffs. The Parties do not know how long these decisions will take or whether appeals will be filed.

15. DO I HAVE TO COME TO THE HEARING?

No, but you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time in compliance with the requirements in Question 13 above, it will be before the Court when the Court considers whether to approve the Settlement. You also may pay your own lawyer to attend the Final Approval Hearing, but such attendance is also not necessary.

16. MAY I SPEAK AT THE HEARING?

If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection in advance of the Final Approval Hearing **AND** you file a Notice of Intention To Appear, as described in this paragraph. To do so, you must file with the Court a letter or other paper called a "Notice of Intention To Appear at Fairness Hearing in *Smith, et al. v. VCA Inc., et al.*, No. 2:21-cv-09140-GW-AGR (C.D. Cal.)." This filing must include your name, address, telephone number, and your signature. Your Notice of Intention To Appear must be received by the attorneys listed in the answer to Question 13 above, no later than **June 12, 2023**, and must be filed with the Clerk of the Court at the address listed in the answer to Question 13.

QUESTIONS? VISIT WWW.VCAERISASETTLEMENT.COM OR CALL TOLL-FREE 1-877-310-7941.
DO NOT CONTACT THE COURT OR VCA WITH YOUR QUESTIONS.

IF YOU DO NOTHING

17. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you are a Settlement Class member, you will participate in the Settlement of the Action as described above in this Notice.

GETTING MORE INFORMATION

18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed on Page 2 above. Copies may also be obtained at a dedicated Settlement website, www.VCAERISAsettlement.com, by calling the toll-free number, 1-877-310-7941, or by sending an email to info@VCAERISAsettlement.com. In the subject line please write "VCA Settlement." You are encouraged to read the complete Settlement Agreement.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, VCA, OR COUNSEL FOR VCA REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS. INSTEAD CONTACT CLASS COUNSEL, THE SETTLEMENT ADMINISTRATOR TOLL-FREE AT 1-877-310-7941, OR VISIT THE WEBSITE AT WWW.VCAERISASETTLEMENT.COM.