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Honorable Josephine Wiggs
Hearing: June 20, 2025
Without Oral Argument

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

JACKIE STONE, NERYS JONES, DAVINA
KIM, JEAN DEFOND, and SHANE
COZWITH, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

ACCELLION USA LLC, a Washington
limited liability company; and THE OFFICE
OF THE WASHINGTON STATE
AUDITOR,

Defendants.

NO. 21-2-01439-5 SEA

**DECLARATION OF KALEIGH N.
BOYD IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT WITH DEFENDANT
OFFICE OF THE WASHINGTON
STATE AUDITOR**

1. I am counsel for Plaintiffs in the above captioned case. I am submitting this Declaration (and the attached exhibits, including the Settlement Agreement, as well as the Settlement Agreement's attached Claim Form, Short Form Notices, and Long Form Notice) in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement with Defendant Office of the Washington State Auditor ("Defendant SAO"). This Declaration explains the basis for the settlement, including the significant relief it affords the Settlement Class. I have personal knowledge of the facts in this declaration and could testify to them if called on to do so.

LITIGATION BACKGROUND AND SETTLEMENT NEGOTIATIONS

2. On February 2, 2021, former plaintiff Jason Stahl filed this lawsuit against Accellion USA LLC, seeking to represent a putative class of individuals whose PII was exposed in a Data Security Incident at the SAO (“the Complaint”). Plaintiffs also sought to sue SAO for its role in causing the breach, and they served the State of Washington with a notice of tort claim (a statutory pre-requisite to filing suit against the State). On April 8, 2021, after the required 60-day notice period passed without the State taking any action, Plaintiffs filed an amended complaint adding SAO as a named defendant (“the Amended Complaint”). One additional complaint followed in Washington State Court. Counsel for the plaintiffs in these two cases worked cooperatively, and on July 30, 2021, the Washington cases were consolidated before this Court. On August 4, 2021, Plaintiffs filed the operative Consolidated Class Action Complaint, pleading a claim for negligence against SAO (“the Consolidated Complaint”).

3. Following the filing of the Consolidated Complaint, briefing of motions to dismiss filed by each Defendant, and a stay of proceedings (and then a lifting of the stay based upon related litigation against Accellion in the Northern District of California), the Parties exchanged significant discovery. SAO produced 4,865 pages of discovery documents in this action. Plaintiffs’ counsel has also been heavily involved in discovery efforts in the related action in the Northern District of California, including taking and defending depositions.

4. Shortly after the stay was lifted, the Plaintiffs and SAO agreed to engage well-respected Jill Sperber of Judicate West as a mediator to oversee settlement negotiations in the Action. In advance of formal mediation, SAO provided informal discovery related to the merits

1 of Plaintiffs' claims, potential defenses thereto, and class certification, and the Parties discussed
2 their respective positions on the merits of the claims and class certification.

3 5. Subsequently, the Parties engaged in a day-long formal mediation on
4 November 1, 2023, followed by continued negotiations over the weeks and months that
5 followed mediation.

6 6. When the Parties could not resolve their claims, they continued formal discovery
7 efforts.

8 7. Eventually, the Parties re-engaged in settlement discussions, and they reached a
9 settlement in principle on March 24, 2025.

10 8. The Parties thereafter finalized all the terms of the Settlement and executed the
11 Settlement Agreement on June 5 and 6, 2025.

12 9. The Parties have agreed to retain EAG Gulf Coast, LLC ("Settlement
13 Administrator"), a nationally recognized class action settlement administrator, as the Settlement
14 Administrator.
15 Administrator.

16 **SETTLEMENT TERMS**

17 10. The proposed Settlement Class is defined as:

18 All individuals residing in the United States to whom SAO or its
19 authorized representative provided a notice concerning the
20 December 2020 Data Security Incident.

21 S.A. ¶ 1.8.

22 **SETTLEMENT BENEFITS**

23 11. Defendant SAO will fund a non-reversionary common fund in the amount of
24 \$3,085,152.73, which will be used to fund compensation for Out-Of-Pocket Losses and
25 reimbursement for lost time ("Attested Time"); Alternative Compensation payments; costs of
26

1 Claims Administration; (iv) service awards; and (v) attorney's fees and litigation expenses.

2 S.A. ¶ 2.1.

3 12. Settlement Class Members who submit a timely Valid Claim using an approved
4 Claim Form, along with necessary supporting documentation, are eligible to receive
5 compensation for unreimbursed out-of-pocket losses, up to a total of \$5,000 per person, subject
6 to the limits of the Settlement Fund. Settlement Class Members who have approved claims for
7 out-of-pocket losses may also submit claims to be compensated for lost time responding to the
8 Data Security Incident, up to three hours of time at the rate of \$30 per hour. Finally, Settlement
9 Class Members who do not submit approved claims for out-of-pocket losses or attested time
10 may elect to receive Alternative Compensation payments. Claims will be subject to review for
11 timeliness, completeness, and plausibility by a Settlement Administrator. S.A. ¶¶ 2.2.1–2.2.3.

13 13. Plaintiffs believe the \$3,085,152.73 will be more than ample to accommodate
14 the amounts drawn from it, but, in the unlikely event it is not, the total cost to SAO will not
15 exceed the Settlement Fund. Specifically, if Settlement Claims for Out-of-Pocket Losses and/or
16 Attested Time exhaust the Settlement Fund, then the amounts to be paid to Settlement Class
17 Members shall be reduced *pro rata* such that SAO's maximum amount to be paid does not
18 exceed the non-reversionary Settlement Fund. S.A. ¶ 2.2.4.

20 14. Plaintiffs seek certification of a proposed Settlement Class for settlement
21 purposes. All Settlement Class Members who do not exclude themselves from the Settlement
22 will be eligible to submit claims. The dollar amounts of these reimbursements may vary, but
23 those differences reflect the differing amounts of out-of-pocket losses and lost time that
24 Settlement Class Members incurred as a result of the data breach. Thus, each Settlement Class
25 Member who submits a valid claim will be paid proportionate to the harm they suffered.
26

ATTORNEY FEES AND SERVICE AWARD

15. SAO has agreed that, subject to this Court's approval, Class Counsel may file a Fee Application for an award of attorneys' fees and Litigation Costs, and Expenses of up to one-third of the Settlement Fund (to be paid from the Settlement Fund) and a Service Award Payment for the Settlement Class Representatives in the amount of \$7,500; SAO will not oppose such applications. S.A. ¶¶ 9.1, 9.2. Court approval of the settlement is not dependent on the Court awarding attorneys' fees and costs. *Id.* at ¶ 9.3.

16. The Parties did not discuss the payment of attorneys' fees, costs, expenses, and/or service awards to the Class Representatives until after the substantive terms of the settlement had been agreed upon.

RECOMMENDATION OF COUNSEL

17. Based on Plaintiffs' counsel's independent investigation of the relevant facts and applicable law, experience with many other consumer protection cases, and information provided by Defendant SAO, Plaintiffs' counsel submits that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. If approved, the Settlement Agreement will resolve pending litigation against SAO and provide outstanding relief to the Class.

18. My experience representing individuals in complex class actions informed Plaintiffs' settlement position and the needs of Plaintiffs and the proposed Settlement Class. While we believe in the merits of the claims brought in this case, we are also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation. Based upon our substantial experience, it is our opinion that the proposed settlement

1 of this matter provides significant relief to the members of the Settlement Class and warrants
2 the Court's preliminary approval.

3 19. This result is particularly favorable given the risks of continued litigation.

4 20. Plaintiffs faced risks prevailing on the merits, risks at class certification and at
5 trial, and surviving appeal. A settlement today not only avoids the risks of continued litigation,
6 but it also provides benefits to the Settlement Class Members now, as opposed to after years of
7 risky litigation.
8

9 21. The Settlement's benefits unquestionably provide a favorable result to the
10 Settlement Class Members, placing the Settlement well within the range of possible final
11 approval and satisfying the requirements for preliminary approval under applicable law.
12 Therefore, the Court should grant preliminary approval.

13 22. Additionally, the Notice program contemplated by the Settlement provides the
14 best practicable method to reach Settlement Class Members and is consistent with other class
15 action notice programs that have been approved by various courts for similarly situated matters.
16

17 23. Thus, Settlement Class Counsel asks the Court to grant preliminary approval of
18 the Settlement Agreement and enter the proposed preliminary approval order filed with this
19 motion.

20 **COUNSEL'S AND CLASS REPRESENTATIVES' QUALIFICATIONS**

21 24. Proposed Settlement Class Counsel are experienced and vigorous class action
22 litigators and are well suited to advocate on behalf of the class. Tousley Brain Stephens PLLC
23 and Gibbs Mura Law Group LLP have significant experience litigating and settling class
24 actions, and numerous courts have previously approved them as class counsel due to their
25 qualifications, experience, and commitment to the prosecution of cases. Accordingly, the Court
26

1 should appoint Kim D. Stephens, P.S., Jason T. Dennett, Cecily C. Jordan, and Kaleigh N.
2 Boyd of Tousley Brain Stephens PLLC and David M. Berger of Gibbs Mura Law Group LLP
3 as Settlement Class Counsel.

4 25. Proposed Settlement Class Counsel has undertaken a significant amount of
5 work, effort, and expense during this litigation to advance Plaintiff's and the other Settlement
6 Class Members' claims. Class Counsel thoroughly investigated and analyzed Plaintiffs' claims,
7 Defendant SAO's liability, class-wide damages theories, and Defendant SAO's potential
8 defenses. Class Counsel was, therefore, able to knowledgeably evaluate the strengths and
9 weaknesses of the claims, the suitability of the claims for class treatment, and the value of the
10 Settlement to the Class Members.
11

12 26. As noted above, and as reflected in the resume of Tousley Brain Stephens (a true
13 and correct copy of which is attached as Exhibit 2) and the resume of Gibbs Mura Law Group
14 LLP (a true and correct copy of which is attached as Exhibit 3), Settlement Class Counsel is
15 qualified, experienced, and able to prosecute this litigation.
16

17 27. For over four years, Proposed Settlement Class Counsel has maintained regular
18 contact with its Plaintiffs to discuss the prosecution of the case with them. Plaintiffs have
19 communicated with counsel, provided information, and reviewed and signed the Settlement
20 Agreement. With the assistance of counsel, Plaintiffs Jackie Stone, Nerys Jones, Davina Kim,
21 Jean Defond, and Shane Cozwith continue to focus on the advancement of interests and claims
22 of the Class over their own interests. Plaintiffs have always been concerned about obtaining a
23 result that was best for the Class. Plaintiffs are adequate class representatives with no conflicts
24 of interest.
25
26

1 DATED this 6th day of June, 2025.

2 By: s/Kaleigh N. Boyd
3 Kaleigh N. Boyd
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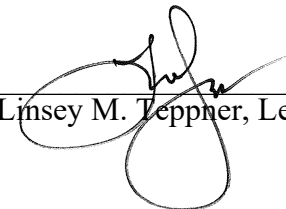
CERTIFICATE OF SERVICE

I hereby certify that on June 6, 2025, a copy of the foregoing was served on counsel at the following address by the methods indicated:

STOKES LAWRENCE, P.S. Justo G. Gonzalez, WSBA #41582 Joshua D. Harms, WSBA #55679 1420 Fifth Avenue, Suite 3000 Seattle, WA 98101-2393 Tele: (206) 626-6000 justo.gonzalez@stokeslaw.com joshua.harms@stokeslaw.com <i>Attorneys for Defendant Accellion USA LLC</i>	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Legal Messenger <input type="checkbox"/> Fax <input checked="" type="checkbox"/> King County E-Service
BAKER & HOSTETLER LLP Casie D. Collignon, <i>Pro Hac Vice</i> 1801 California Street, Suite 4400 Denver, CO 80202-2662 Tel: (303) 861-0600 /Fax: (303) 861-7805 ccollignon@bakerlaw.com <i>Attorneys for Defendant the Office of the Washington State Auditor</i>	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Legal Messenger <input type="checkbox"/> Fax <input checked="" type="checkbox"/> King County E-Service

I declare under penalty of perjury under the laws of the state of Washington and the United States that the foregoing is true and correct.

Executed this 6th day of June, 2025, at Seattle, Washington.



Linsey M. Teppner, Legal Assistant

EXHIBIT 1

EXHIBIT 1

Settlement Agreement

This settlement agreement, dated June 5, 2025, is made and entered into by and among Plaintiffs Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith, individually and on behalf of the Settlement Class, and their heirs, assigns, or other successors in interest (“Plaintiffs”) and the Office of the Washington State Auditor, its officers, agents, and employees (“SAO”) and together with Plaintiffs, the “Settling Parties,” by and through their respective counsel. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

RECITALS

WHEREAS, on February 2, 2021, Plaintiff Stahl filed a class action complaint in the Superior Court of the State of Washington, County of King, entitled *Jason Stahl v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (the “*Stone Action*”);

WHEREAS, on February 12, 2021, Plaintiff Cozwith filed a putative class action in the Superior Court of the State of Washington, County of King, entitled *Shane Cozwith v. Accellion USA LLC*, Case No. 21-2-02017-4 SEA (the “*Cozwith Action*”);

WHEREAS, on April 9, 2021, Plaintiffs Jackie Stone, Nerys Jones, Davina Kim, and Jean DeFond¹ filed a First Amended Class Action Complaint in the *Stone Action*, naming SAO as a Defendant;

WHEREAS, on July 31, 2021, the *Stone* and *Cozwith* Actions were consolidated into the *Stone Action* and on August 4, 2021, Plaintiffs filed their operative Consolidated Complaint;

WHEREAS, the operative Consolidated Complaint asserts a claim against SAO for Negligence (the “*Litigation*”), arising from the Data Security Incident (as such term is defined below);

WHEREAS, SAO has denied and continues to deny: (a) each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this Litigation; (b) that the Plaintiffs in the Litigation and the class they purport to represent have suffered any damage or harm; and (c) that the Litigation satisfies the requirements to be tried as a class action under Washington law.

WHEREAS, without acknowledging or admitting any fault or liability on the part of the SAO, the Settling Parties have agreed to enter into this Agreement as a reasonable and appropriate compromise of Plaintiffs’ and Class Members’ claims to put to rest all controversy and to avoid

¹ Plaintiff Stahl was replaced as the named Plaintiff for this action with Jackie Stone, Nerys Jones, Davina Kim and Jean DeFond.

the uncertainty, risk, and/or expense of burdensome, protracted, and costly litigation that would be involved in pursuing and defending this Litigation. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of SAO or admission by any of the parties of the validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other action;

WHEREAS, the Settling Parties participated in a mediation held on November 1, 2023, with experienced and respected mediator, Jill Sperber, and later engaged in further good faith, arms-length settlement discussions;

WHEREAS, Class Counsel conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in this settlement and how best to serve the interests of the putative class in the Litigation. Based on this investigation and the negotiations described above, Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty, and cost of further pursuit of this Litigation, and the benefits to be provided to the Settlement Class pursuant to this Agreement, that a settlement with SAO on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the putative class;

WHEREAS, this Settlement Agreement is intended to fully, finally, and forever resolve all Released Claims against the Released Persons.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling Parties, that, subject to the approval of the Court as provided for in this Agreement, the Litigation and Released Claims shall be fully and finally settled, compromised, and released, on the following terms and conditions:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” or “Litigation” means *Stone v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (consolidated with Case No. 21-2-02017-4 SEA), pending before the Court as of the date of this Agreement.

1.2 “Agreement” or “Settlement Agreement” means this agreement.

1.3 “Claims Administration” means the issuing of notice of this settlement to Class Members and the processing and payment of Settlement Claims received from Settlement Class Members by the Claims Administrator.

1.4 “Claims Administrator” means EisnerAmper Gulf Coast, LLC, which is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.5 “Claims Deadline” means the postmark and/or online submission deadline for valid Settlement Claims submitted pursuant to ¶ 2 below. The Claims Deadline is ninety (90) days after the Notice Commencement date.

1.6 “Claim Form” means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A.

1.7 “Claimant” means a Settlement Class Member who submits a Claim Form for a Settlement Payment.

1.8 “Class Members” means all individuals residing in the United States to whom SAO or its authorized representative provided a notice concerning the December 2020 Data Security Incident. Class Members consist of approximately 1.6 million individuals. These individuals constitute the “Settlement Class” solely for purposes of certifying a settlement class in this Litigation.

1.9 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration. The Claims Administrator shall, from the Settlement Fund, pay all Costs of Claims Administration subject to approval by Class Counsel.

1.10 “Court” means the Superior Court of the State of Washington, County of King.

1.11 “Data Security Incident” means the data breach disclosed by SAO on or around February 1, 2021, which is the subject of this Action.

1.12 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.13 “Final” or “Effective Date” mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.14 “Final Approval of the Settlement” means an order and judgment that the Court enters and which finally approves the Settlement Agreement without material change to the Parties’ agreed-upon proposed final approval order and judgment.

1.15 “Final Fairness Hearing” means the hearing where the Parties will request the Final Approval Order be entered approving this Agreement, where objections to the Settlement may be heard, and where Class Counsel will request that the Court approve the Attorneys’ Fees and Expense Award, and the service awards.

1.16 “Judgment” means a judgment rendered by the Court.

1.17 “Long Notice” means the long form notice of settlement to be posted on the Settlement Website, substantially in the form as shown in Exhibit B.

1.18 “Notice Commencement Date” means thirty (30) days following entry of the Preliminary Approval Order.

1.19 “Notice Program” means steps taken by the Claims Administrator to notify Class Members of the settlement as set forth below.

1.20 “Objection Date” means the date by which Settlement Class Members must file with the Court, with service to Proposed Lead Class Counsel for the Settling Parties, their objection to the Settlement Agreement for that objection to be effective. The Objection Date is sixty (60) days after the Notice Commencement Date.

1.21 “Opt-Out Date” means the date by which Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date is sixty (60) days after the Notice Commencement Date.

1.22 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.23 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to Class Members.

1.24 “Proposed Settlement Class Counsel” and “Class Counsel” means Jason T. Dennett, Cecily C. Jordan, and Kaleigh N. Boyd of Tousley Brain Stephens and David M. Berger of Gibbs Mura LLP.

1.25 “Released Claims” shall collectively mean any and all past, present, and future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees, losses, rights, demands, charges, complaints, actions, suits, petitions, obligations, debts, contracts, penalties, damages, or

liabilities of any nature whatsoever, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons reasonably related to the operative facts alleged in or otherwise described by the Consolidated Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from this Settlement using the protocol described herein. Nothing herein shall be construed as a release of any claims against Accellion USA, LLC or any of its parents, subsidiaries, or other corporate affiliated entities or any of their past or present predecessors, successors, directors, officers, employees, principals, agents, creditors, attorneys, executors, heirs, administrators, joint ventures, personal representatives, assigns, transferees, trustees, insurers, and reinsurers.

1.26 “Released Persons” means SAO and its present and former departments or divisions, any data owners whose data was present on SAO’s Accellion FTA instance at the time of the Data Security Incident (specifically including Asotin County Public Facilities District, Big Bend Community College, Brewster School District, Centralia Community College, Chelan County, City of College Place, City of Entiat, City of Milton, City of Mount Lake Terrace, City of Port Townsend, City of Spokane, Clark County, Columbia County, Community Roots Housing, Cultural Development Authority of King County, Department of Children Youth and Families, Department of Social and Health Services, Eatonville School District, Employment Security Department, Fort Worden PDA, Grant County Fire 10, Grant County Public Hospital District No. 1, Health Care Authority, Jefferson PUD, King County Public Hospital District No. 2, Kitsap PUD, Lakehaven Water and Sewer District, Lakehaven Water District, Lewis County, Longview Housing Authority, Multi Agency Communications Center, Northshore Utility District, Office of the State Actuary, Okanogan Fire 6, Okanogan PUD, Okanogan-Douglas Public Hospital District No. 1, Pacific Hospital Preservation and Development Authority, Pierce College, Pierce County, Pierce County Housing Authority, Port of Port Townsend, Prosser Public Hospital District, Quincy Columbia Basin Integration, Ridgefield School District, Rivercom 911, Silverdale Water District, Skagit County Hospital 1, Skagit County Public Hospital District No. 2, Snohomich County Fire Protection District No. 21, Snohomish PHD No. 2, Town of Wilkeson, Walla Walla Community College, Western Washington University, and Yakima Valley Community College), and any and all of their respective past, present, and future officers, directors, employees, agents, attorneys, advisors, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing. Regardless of the preceding sentence, Released Persons does not include Accellion USA, LLC or any of its parents, subsidiaries, or other affiliated entities or any of their past or present predecessors, successors, directors, officers, employees, principals, agents, creditors, attorneys, executors, heirs, administrators, joint ventures, personal representatives, assigns, transferees, trustees, insurers, and reinsurers.

1.27 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.28 “Settlement Class Member(s)” means Class Members who do not timely and validly opt-out of the Agreement by excluding themselves from this settlement proceeding using the protocol described herein.

1.29 “Settlement Class Representatives” or “Representative Plaintiffs” means Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith.

1.30 “Settlement Fund” shall mean the fund established by SAO pursuant to ¶ 2.1 of this Agreement.

1.31 “Settling Parties” means, collectively, SAO and Plaintiffs, individually and on behalf of the Settlement Class Members.

1.32 “Settlement Website” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Class Members with the ability to submit a Settlement Claim online.

1.33 “Short Notice” or “Email Notice” means the short form notice of the proposed class action settlement, substantially in the form as shown in Exhibit D. The Short Notice/Email Notice will direct recipients to the Settlement Website and inform Class Members of, among other things, the Claims Deadline, the Opt-Out Date and Objection Date; and the date of the Final Fairness Hearing.

1.34 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.35 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process, or through the process for review and challenge set forth in the section entitled, “Administration of Claims.”

II. SETTLEMENT CLASS BENEFITS

2.1 Settlement Fund. Within thirty (30) days of an order granting preliminary approval of the Settlement, SAO will fund a non-reversionary cash settlement fund in the amount of \$3,085,152.73 for the benefit of Settlement Class Members. As set forth below, the Settlement Fund will be used to pay for: (i) Compensation for Out-Of-Pocket Losses; (ii) Alternative Compensation Payments; (iii) Costs of Claims Administration; (iv) service awards; and (v) attorney’s fees and litigation expenses.

2.2 Cash Benefits. SAO agrees to make available from the Settlement Fund the below compensation to Settlement Class Members who submit valid and timely Claim Forms.

2.2.1 Compensation for Out-Of-Pocket Losses. All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary documentation, are eligible for compensation for Out-of-Pocket Losses, not to exceed \$5,000 per Settlement Class Member. Settlement Claims will be reviewed for completeness and plausibility by the Claims Administrator. For Settlement Claims deemed invalid, the Claims Administrator shall provide Claimants an opportunity to cure, unless an inability to cure is apparent from the face of the Settlement Claim, e.g., the Claimant is not a Class Member. Out-of-Pocket losses eligible for reimbursement under this provision include the following:

(a) monetary losses as a result of actual identity theft if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was fairly traceable to the Data Incident; and (iii) the loss occurred between December 24, 2020 and the date the Settlement Claim was submitted;

(b) postage;

(c) copying, scanning, faxing;

(d) mileage and other travel-related charges;

(e) parking;

(f) notary charges;

(g) research charges;

(h) cell phone charges (only if charged by the minute);

(i) long distance phone charges;

(j) data charges (only if charged based on the amount of data used);

(k) text message charges (only if charged by the message);

(l) bank fees;

(m) professional fees, such as fees for accountants and attorneys.

2.2.2 Reimbursement for Lost Time (“Attested Time”): Settlement Class Members who have approved Settlement Claims for Out-of-Pocket Losses also may submit Settlement Claims to be compensated for lost time they reasonably spent responding to the Data Security Incident. Settlement Class Members may claim up to three (3) hours of time compensated at the rate of \$30 per hour (for a total of \$90). All such lost time must be fairly traceable to the Data Security Incident, reasonably described by type of lost time incurred,

and supported by an attestation that the time spent was reasonably incurred dealing with the Data Security Incident.

2.2.3 Alternative Compensation: Settlement Class Members who do not submit approved Settlement Claims for Out-of-Pocket Losses or Attested Time may elect to receive Alternative Compensation payments. These payments will be calculated by first deducting from the Settlement Fund claims for Out-Of-Pocket Losses, Attested Time, and all other expenses, claims, fee awards, costs, and service awards, and allocating the remainder evenly to all eligible Alternative Compensation claimants.

2.2.4 Settlement Class Members seeking reimbursement under ¶¶ 2.2.1, 2.2.2, and/or 2.2.3 must complete and submit to the Claims Administrator a Claim Form in a form substantially similar to the one attached as Exhibit A, postmarked or submitted online on or before the Claims Deadline. The notice to the Class Members will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. Settlement Claims for Out-of-Pocket Losses must be attested to and supported by documentation substantiating the full extent of the amount claimed. Failure to provide such supporting documentation, as requested on the Claim Form, shall result in denial of a claim. No documentation is needed for Attested Lost Time or Alternative Compensation. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶¶ 2.4, 10.1. If Settlement Claims for Out-of-Pocket Losses and/or Attested Time exhaust the Settlement Fund, then the amounts to be paid shall be reduced pro rata such that SAO's maximum amount to be paid does not exceed the non-reversionary Settlement Fund.

2.3 Residual Funds / Pro Rata Reduction. In the event that Compensation for Out-of-Pocket Losses, Attested Time, Alternative Compensation Payments, Claims Administration Costs, service awards to Class Representatives, and Attorney's Fees and Litigation Expenses do not exhaust the Settlement Fund, the parties shall meet and confer regarding the appropriate use of such residual funds, including the possibility for using residual funds for additional Settlement Class Member benefits, if practicable, or whether any such funds shall be paid to the Legal Foundation of Washington through cy pres.

2.4 Dispute Resolution. The Claims Administrator, in its discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation and/or attestation that may be necessary to reasonably support the Ordinary Losses described in ¶ 2.2.1; and (3) the information submitted could lead a reasonable person to conclude

that more likely than not the Claimant has suffered the claimed losses as a result of the Data Security Incident. The Claims Administrator may, at any time, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Settlement Claim (e.g., documentation requested on the Claim Form or information regarding the claimed losses). For any such Settlement Claims that the Claims Administrator determines to be implausible, the Settlement Claims will be deemed invalid and submitted to counsel for the Settling Parties. If counsel for the Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the claim.

2.4.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Settlement Claim is facially valid, the Claims Administrator shall request additional information and give the Claimant thirty (30) days to cure the defect before rejecting the Settlement Claim. If the defect is not cured, then the Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim.

2.4.2 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each Settlement Claim. If, after review of the Settlement Claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid, subject to the review and challenge process set forth in ¶ 10.1. If the Settlement Claim is determined to be invalid, then the Claims Administrator will submit it to counsel for the Settling Parties. If counsel for the Settling Parties agree that any such Settlement Claim is a Valid Claim, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the claim.

2.4.3 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within thirty (30) days, then the dispute will be submitted to counsel for the Settling Parties within an additional ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties' joint direction regarding the disposition of the Settlement Claim.

III. CLASS CERTIFICATION

3.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by

the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved. All discussions and agreements related to the Settlement Agreement shall be considered confidential and inadmissible pursuant to ER 408.

IV. NOTICE AND CLAIMS ADMINISTRATION

4.1 The Settling Parties selected EisnerAmper Gulf Coast, LLC to be the Claims Administrator, who will be charged with delivering sufficient notice (including direct notice) and administering the claims process. The Claims Administrator shall, from the Settlement Fund, pay the entirety of the Costs of Claims Administration, including the cost of notice, subject to approval by Defense Counsel and Class Counsel.

4.2 After the Court enters an order finally approving the Settlement, the Claims Administrator shall provide the requested relief to all Settlement Class Members that made valid and timely claims, subject to the individual caps on Settlement Class Member payments set forth in ¶ 2 above.

V. PRELIMINARY APPROVAL

5.1 As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for SAO shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file an unopposed motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in a form substantially similar to the one attached as **Exhibit C**, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 3.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of the Notice Program and Notices;
- f) approval of the Claim Form and Claims process; and
- g) appointment of EisnerAmper Gulf Coast, LLC as the Settlement Claims Administrator.

The Short Notice, Long Notice, and Claim Form will be reviewed and approved by the Claims Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

5.2 The Claims Administrator shall, from the Settlement Fund, pay for providing notice to Class Members in accordance with the Preliminary Approval Order. Service Awards to Class Representatives and attorneys' fees, costs, and expenses of Settlement Class Counsel, as approved by the Court, shall be paid by the Claims Administrator, from the Settlement Fund, as set forth in ¶ 9 below.

5.3 Notice shall be provided to Class Members by the Claims Administrator as follows:

5.3.1 Class Member Information: No later than fourteen (14) days after entry of the Preliminary Approval Order, SAO shall provide the Claims Administrator with the name, last known physical address, and email address of each Class Member to the extent known (collectively, "Class Member Information"). The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information, except to administer the settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request.

5.3.2 Settlement Website: Prior to the dissemination of the Settlement Class Notice, the Claims Administrator shall establish the Settlement Website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the operative Consolidated Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The notice and claim materials will also be available in Spanish on the Settlement Website. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

5.3.2.1 Short Notice/Email Notice: Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to Class Members as follows:

a.) **If the Preliminary Approval Order is entered no later than June 12, 2025**, via U.S. mail to all Class Members, excepting specifically identified Class Members for whom email notification is to be provided due to the

absence of a U.S. mailing address. **If the Preliminary Approval Order is entered after June 12, 2025**, via email to all Class Members for whom a facially valid email exists, excepting specifically identified Class Members for whom mail notification is to be provided due to the absence of a facially valid email address.

- i. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- ii. In the event that a mailed Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- iii. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- iv. Where a Short Notice is emailed, it shall be presumed that the intended recipient received the Short Notice if the Short Notice has not been returned or “bounced back” to the Claims Administrator as undeliverable.

b.) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

5.3.3 A toll-free help line shall be made available to provide Class Members with information about the settlement. The Claims Administrator also will provide copies of the

forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and

5.3.4 Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel and SAO shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

5.4 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and consistent with such approval. The Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be completed within forty-five (45) days after entry of the Preliminary Approval Order.

5.5 Proposed Settlement Class Counsel and SAO's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing"), which may be held remotely, and grant final approval of the settlement set forth herein.

VI. OPT-OUT PROCEDURES

6.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date.

6.2 Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 6.1 above shall be bound by the terms of this Settlement Agreement, Release, and Judgment entered thereon.

6.3 Within ten (10) days after the Opt-Out Date as approved by the Court, if there have been more than 50 valid opt outs, SAO may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date the Claims Administrator provides written notice to SAO of the number of opt-outs, void this Settlement Agreement. If SAO voids the Settlement Agreement, SAO shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Settlement Class Counsel and service awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

VII. OBJECTION PROCEDURES

7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written objection by the Objection Date. Such objection shall state: (i) the

objector's full name and address; (ii) the case name and docket number – *Stone et al. v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (Washington State Superior Court for King County); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection that substantially complies with ¶ 7.1(i)-(vii) must be mailed, with a postmark date no later than the Objection Date, to Proposed Settlement Class Counsel – Tousley Brain Stephens PLLC, 1200 Fifth Ave, Suite 1700, Seattle WA 98101; and counsel for SAO, Casie D. Collignon, Baker & Hostetler, LLP, 1801 California Street, Suite 4400, Denver, CO 80202. For all objections mailed to Proposed Settlement Class Counsel and counsel for SAO, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of Settlement.

7.2 Although the Court's stated policy is to hear from any class member who attends the Final Fairness Hearing and asks to speak regarding his or her objection to the settlement, the Parties reserve the right to challenge the objection of any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 7.1 as having waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and assert that such Settlement Class Member is bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Washington State Court Rules of Appellate Procedure and not through a collateral attack.

VIII. RELEASES

8.1 Upon sixty (60) days after the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, excluding Opt-Outs but including Plaintiffs, shall directly, indirectly, or in any representative capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in this Settlement Agreement as provided herein) in which any of the Released Claims is asserted.

8.2 Upon sixty (60) days after the Effective Date, SAO shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Settlement Class Representatives, the Settlement Class Members, and Proposed Settlement Class Counsel, of all claims based upon the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. For the avoidance of doubt, this release does not include or encompass any claims unrelated to the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, including, but not limited to, unemployment fraud. Any other claims or defenses SAO may have against the Settlement Class Representatives, the Settlement Class Members, and the Proposed Settlement Class Counsel including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based on the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

8.3 Notwithstanding any term herein, SAO shall not have or shall not be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES

9.1 After an agreement had been reached as to the essential terms of a settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of a service award to the Representative Plaintiffs. Subject to Court approval, the Representative Plaintiffs shall seek, and SAO agrees to pay out of the Settlement Fund, a total service award amount, not to exceed \$7,500 per named Plaintiff for a total of \$37,500. The Claims Administrator shall, from the Settlement Fund, pay the service awards approved by the Court.

9.2 After an agreement had been reached as to the essential terms of a settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of Plaintiff's attorneys' fees and litigation expenses. Plaintiffs shall seek an award of combined attorneys' fees and costs not to exceed one-third of the Settlement Fund. The Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees and expenses award approved by the Court.

9.3 The Claims Administrator shall, from the Settlement Fund, pay the service awards and attorneys' fees and expenses awarded by the Court to Tousley Brain Stephens PLLC within fourteen (14) days after the Effective Date. The attorneys' fees and expenses award will be allocated by Proposed Settlement Class Counsel. SAO bears no responsibility or liability relating to the allocation of the attorneys' fees and expenses among Proposed Settlement Class Counsel.

The finality or effectiveness of the Settlement Agreement shall not depend upon the Court awarding any particular attorneys' fees and expenses award or service award. No order of the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s) of

any attorneys' fees and expenses, and/or service awards ordered by the Court to Proposed Settlement Class Counsel or Representative Plaintiffs shall affect whether the Judgment is final or constitute grounds for cancellation or termination of this Settlement Agreement.

X. ADMINISTRATION OF CLAIMS

10.1 The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members under ¶¶ 2.2.1, 2.2.2, and 2.2.3. Proposed Settlement Class Counsel and counsel for SAO shall be given reports as to both Settlement Claims and distribution, and have the right to challenge the Settlement Claims and distribution set forth in the reports, including by requesting and receiving, for any approved Settlement Claim, the name of the Settlement Class Member, a description of the approved Settlement Claim, including dollar amounts to be paid as Out-of-Pocket Losses, and all supporting documentation submitted. If counsel for the Settling Parties agree regarding the disposition of any such Settlement Claim, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the Settlement Claim. If the Settling Parties cannot agree on the disposition of a Settlement Claim, the Settling Parties, upon the election of either Settling Party, will submit the Settlement Claim for disposition to a jointly agreed upon impartial third-party claim referee for determination. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the above right of review and challenge and the Dispute Resolution process set forth in ¶ 2.4. All Settlement Claims agreed to be paid in full by SAO shall be deemed Valid Claims.

10.2 Checks for Valid Claims shall be mailed and postmarked, and electronic payments shall be issued electronically, within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the validity review is complete on all claims, whichever is later.

10.3 All Settlement Class Members who fail to timely submit a Settlement Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.4 No Person shall have any claim against the Claims Administrator, SAO, Proposed Settlement Class Counsel, Proposed Class Representatives, and/or SAO's counsel based on distributions of benefits, or the denial of benefits, to Settlement Class Members.

10.5 If the Claims Administrator is notified that a Settlement Class Member is deceased, the Claims Administrator shall reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel.

XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) The Court has entered the Preliminary Approval Order, as required by ¶ 5.1;
- b) The Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) Judgment has become Final, as defined in ¶ 1.13.

11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the Effective Date does not occur, the Settlement Agreement shall be terminated unless Proposed Settlement Class Counsel and SAO's counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within three (3) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Settlement Class Counsel and to SAO's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). To the extent that the Claims Administrator later receives any Opt-Outs, it shall promptly notify Proposed Settlement Class Counsel and SAO's counsel of the additional Opt-Outs, as well as their postmark date.

11.4 Except as provided in ¶ 6.3, in the event that the Settlement Agreement is not approved by the Court or the settlement set forth in this Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, nunc pro tunc. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, SAO shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 4.1 above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation. In the event any of the releases or definitions set forth in ¶¶ 1.25, 1.26, 8.1, or 8.2 are not approved by the Court as written, the Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph shall apply to the Settling Parties and this Agreement unless Proposed Settlement Class Counsel and SAO's counsel mutually agree in writing to proceed with the Settlement Agreement.

XII. MISCELLANEOUS PROVISIONS

12.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

12.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement comprises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12.5 This Settlement Agreement contains the entire understanding between SAO and Plaintiffs individually and on behalf of the Settlement Class Members regarding the Litigation settlement and this Agreement, and this Agreement supersedes all previous negotiations, agreements, commitments, understandings, and writings between SAO and Plaintiffs, including between counsel for SAO and Class Counsel, in connection with the Litigation settlement and this Agreement. Except as otherwise provided herein, each party shall bear its own costs.

12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also is expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

12.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

12.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

12.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

12.11 All dollar amounts are in United States dollars (USD).

12.12 Cashing a settlement check (paper or electronic) is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of monetary settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and SAO shall have no obligation to make payments to the Settlement Class Member under ¶¶ 2.2.1, 2.2.2, and/or 2.2.3 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for further re-issuance will not be honored after such checks become void.

12.13 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed.

**OFFICE OF THE WASHINGTON STATE
AUDITOR**

Signed by:
By: Janel Roper
796A6CB6E2B49F...
Its: Chief of Staff

Date: 6/5/2025 | 8:26 PM EDT

Jessie Stone
Jessie Stone

Date: 06/05/2025

Nerys Jones
Nerys Jones

Date:

Davina Kim
Davina Kim

Date:

Jean DeFond
Jean DeFond

Date:

Shane Cozwith
Shane Cozwith

Date:

Jackie Stone

Date: _____

Nerys Jones

Date: ^{06/05/2025} _____

Nerys Jones

Date: _____

Davina Kim

Date: _____

Jean DeFond

Date: _____

Shane Cozwith

Jackie Stone

Date: _____

Nerys Jones

Date: _____

Davina Kim

Date: ^{06/05/2025} _____

Davina Kim

Jean DeFond

Date: _____

Shane Cozwith

Date: _____

Jackie Stone

Date: _____

Nerys Jones

Date: _____

Davina Kim

Date: _____

Jean DeFond
Jean DeFond

Date: ^{06/06/2025} _____

Shane Cozwith

Date: _____

Jackie Stone

Date: _____

Nerys Jones

Date: _____

Davina Kim

Date: _____

Jean DeFond

Date: _____

Shane Cozwith

Shane Cozwith

Date: 06/06/2025

Exhibit A

SAO Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**Your Claim Form must be
postmarked or submitted online
no later than [deadline]**

Stone et al. v Accellion USA LLC, et al., Case No. 21-2-01439-5 SEA

CLAIM FORM

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a claim form if you are an individual whose Personal Information was potentially compromised in the Data Security Incident involving the Office of the Washington State Auditor experienced on or about December 24, 2020.

The easiest way to submit a claim is online at [website], or you can complete and mail this claim form to the mailing address above.

You may submit a claim for either direct losses (that is, out of pocket losses and/or attested time) or alternative compensation:

(1) Compensation for Out-of-Pocket Losses:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident. You will be required to submit reasonable documentation supporting the losses.

Out-of-Pocket Losses may include but are not limited to: (a) monetary losses as a result of actual identity theft if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was fairly traceable to the Data Security Incident; and (iii) the loss occurred between December 24, 2020 and the date the Settlement Claim was submitted; (b) postage; (c) copying, scanning, faxing; (d) mileage and other travel-related charges; (e) parking; (f) notary charges; (g) research charges; (h) cell phone charges (only if charged by the minute); (i) long distance phone charges; (j) data charges (only if charged based on the amount of data used); (k) text message charges (only if charged by the message); (l) bank fees; and (m) professional fees, such as fees for accountants and attorneys. You may make claims for any documented unreimbursed out-of-pocket losses fairly traceable to the Data Security Incident or to mitigating the effects of the Data Security Incident.

(2) Reimbursement for Lost Time (“Attested Time”):

Class Members who submit valid claims for out-of-pocket losses may also be eligible for compensation for time reasonably spent responding to the Data Security Incident. Eligible individuals can claim up to three (3) hours of lost time at a rate of \$30 per hour, for a maximum reimbursement of \$90. To qualify, claimants must provide a brief attestation describing the nature of the time spent and confirm that it was reasonably incurred as a result of the Data Incident. No additional documentation is required for this benefit beyond the attestation.

(3) Alternative Compensation:

As an alternative to filing a claim for Out-of-Pocket Losses or Attested Time, Settlement Class Members may submit a claim to receive Alternative Compensation payments from the Settlement Fund. These payments will be calculated by first deducting from the Settlement Fund claims for Out-Of-Pocket Losses, Attested Time, and all other expenses, claims, fee awards, costs, and service awards, and allocating the remainder evenly to all eligible Alternative Compensation claimants.

Claims must be submitted online or mailed by [deadline]. Use the address at the top of this form to

mail your Claim Form.

Questions? Go to www.XXXXXXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Your Information	
------------------	--

1. NAME (REQUIRED):

[illegible][illegible]

2. MAILING ADDRESS (REQUIRED):

[illegible][illegible][illegible]

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3. PHONE NUMBER:

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4. EMAIL ADDRESS:			

[illegible]

5. SETTLEMENT CLAIM ID:

[illegible]

Alternative Compensation	
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
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9	100%
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99	100%
100	100%

Payments may be made by electronic payment or by paper check. In the event that the total amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payment may be reduced pro rata accordingly (after payment of all approved Out-of-Pocket Loss Claims, Attested Time, Settlement Administration costs, Service Awards, and Plaintiffs' Counsel's Fees and Expenses).

☐ **I wish to receive an Alternative Compensation Cash Payment.**



I wish to receive an Alternative Compensation Cash Payment.

Questions? Go to [website] or call [phone number]

Reimbursement for Out-of-Pocket Losses

You can receive reimbursement for up to a total of \$5,000.00 per person for documented out-of-pocket expenses related to the Data Incident incurred by a Settlement Class Member on or after December 24, 2020, through the date of Claim submission.

You must submit documentation supporting your Claim Form for Out-of-Pocket Losses, (a) monetary losses as a result of actual identity theft if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was fairly traceable to the Data Incident; and (iii) the loss occurred between December 24, 2020 and the date the Settlement Claim was submitted; (b) postage; (c) copying, scanning, faxing; (d) mileage and other travel-related charges; (e) parking; (f) notary charges; (g) research charges; (h) cell phone charges (only if charged by the minute); (i) long distance phone charges; (j) data charges (only if charged based on the amount of data used); (k) text message charges (only if charged by the message); (l) bank fees; and (m) professional fees, such as fees for accountants and attorneys.

Expense Type	Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
<i>Out-of-pocket monetary losses as a result of actual identity theft incurred on or after December 24, 2020, through the date of claim submission (provide a detailed description).</i>	Amount: \$ _____ Date: ____/____/____	
<i>Unreimbursed bank fees or professional fees, such as fees for accountants, attorneys, or credit monitoring or repair services.</i>	Amount: \$ _____ Date: ____/____/____	
<i>Unreimbursed phone, text, or data charges, postage, copying, scanning, faxing, or travel related charges, such as mileage, gas, or parking.</i>	Amount: \$ _____ Date: ____/____/____	
<i>Other out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident (provide a detailed description).</i>	Amount: \$ _____ Date: ____/____/____	

Questions? Go to [website] or call [phone number]

Reimbursement for Lost Time (“Attested Time”)

Eligible individuals can claim up to three (3) hours of lost time at a rate of \$30 per hour, for a maximum reimbursement of \$90. To qualify, claimants must provide a brief attestation describing the nature of the time spent and confirm that it was reasonably incurred as a result of the Data Incident. **To be eligible for Attested time you must submit a valid Claim with supporting documentation in the Out-of-Pocket Losses Section above.** No additional documentation is required for this benefit beyond the attestation.

Hours claimed (up to 3) ☐ 1 Hour (\$30) ☐ 2 Hours (\$60) ☐ 3 Hours (\$90)

Attestation: _____

Payment Selection

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ PayPal – Enter the mobile number or email address associated with your PayPal account:

☐ Venmo – Enter the mobile number associated with your Venmo account:

☐ Zelle – Enter the mobile number associated with your Zelle account:

☐ Physical Check - Payment will be mailed to the address provided above.

Signature

I affirm under the laws of the United States that the information I have supplied in this claim form and any copies of documents that I am sending to support my claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Claims Administrator before my claim is complete.

Questions? Go to [website] or call [phone number]

_____ Printed Name	_____ Signature	_____ Date
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Exhibit B

Notice of Stone, et al. v Accellion USA LLC, et al. Data Security Incident Class Action Settlement

If your personal information was potentially compromised in a Data Security Incident that took place at the Office of the Washington State Auditor (SAO) on or around December 2020, you could get a payment from a class action Settlement.

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

Please read this Notice carefully and completely. Your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against the Office of the Washington State Auditor (“SAO” or “Defendant”). The Settlement resolves claims brought by individuals impacted by the data security incident that took place on or around December 24, 2020, that resulted in the potential compromise of the personal information associated with individuals of the state of Washington (the “Data Security Incident”).
- The lawsuit is called *Stone, et al. v. Accellion USA LLC, et al.*, Case No. 21-2-01439-5 SEA (the “Action”).
- The Settlement Class includes: all individuals residing in the United States to whom SAO or its authorized representative provided a notice concerning the December 2020 Data Security Incident.
- The Settlement provides for the following cash payments for Settlement Class Members who submit a timely Valid Claim: (i) Compensation for Out-of-Pocket Losses and Reimbursement for Lost Time, or (ii) an Alternative Compensation. Settlement Class Members may submit a claim to receive:
 - Compensation for Out-of-Pocket Losses up to \$5,000, with supporting documentation. Settlement Class Members with approved Claims for Out-of-Pocket Losses, may also claim reimbursement of lost time of up to \$90 (3 hours at \$30 per hour) for time spent dealing with fraud, identity theft, or other misuse of your personal information that is fairly traceable to the Data Security Incident.
 - Instead of (and not in addition to) a documented Out-of-Pocket Losses or Attested Time payments, you may elect to receive a Cash Award, the total of which will depend upon the number of valid claims for documented monetary loss payments and cash awards that are filed.

Questions? Go to www.XXXXXXXXXXXXXXXXXX.com or call 1-XXX-XXX-XXXX.

- To receive a payment, you must complete and submit a Claim Form.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment.	Online or Postmarked by [DATE].
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own individual lawsuit against SAO for the same claims resolved by this Settlement.	Postmarked by [DATE].
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on [DATE] about the fairness of the Settlement, with or without your own attorney.	Received by [DATE].
DO NOTHING	Get no payment and be bound by the terms of the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this notice?

You received a notice because you have been identified as a person whose information may have been accessed or exposed during the Data Security Incident, and you may have previously received a notice from SAO mailed on or around February 1, 2021, that your information may have been impacted in the Data Security Incident. Several individuals who received a notice from SAO regarding the Data Security Incident brought proposed class action lawsuits against SAO, alleging that SAO was negligent due to its data security practices. SAO denied and continues to deny the allegations and all charges of wrongdoing or liability and denied that it would be found liable should this case proceed to trial. The parties have now reached a proposed Settlement of the lawsuits.

A Court authorized this notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to grant final approval to the Settlement. If the Court approves the Settlement, an Administrator appointed by the Court will provide the benefits and make the payments that the Settlement allows, and the pending legal claims against SAO will be released and dismissed.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The case is *Stone, et al. v. Accellion USA LLC, et al.*, Case No. 21-2-01439-5 SEA, currently pending in the Superior Court of the State of Washington, County of King.

2. What is this lawsuit about?

This matter is a putative class action (the “Litigation”) arising from an incident whereby a cybercriminal gained unauthorized access to the Accellion File Transfer Application (“FTA”) licensed by SAO and the data stored thereon, resulting in potentially accessing sensitive personal information associated with individuals of the state of Washington. The lawsuit asserts common law claims against SAO for alleged negligent data security practices.

SAO denies any allegation of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

3. What is a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people who they allege have similar claims. This group of people is called the “class,” and the people in the class are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The persons who sued here—Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith—are called the Plaintiffs. The entity they sued—SAO—is called the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class is defined as: “all individuals residing in the United States to whom SAO or its authorized representative provided a notice concerning the December 2020 Data Security Incident.” There are approximately 1.6 million Class Members.

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (i) SAO and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this Settlement, their staff and immediate family members; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Security Incident or who pleads *nolo contendere* to any such charge.

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Claims Administrator, at 1-XXX-XXX-XXXX or you can visit www.XXXXXX.com for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement Provide?

Under the Settlement, SAO will establish a non-reversionary Settlement Fund in the amount of \$3,085,152.73. These funds will be used to pay for all timely valid claims made by Settlement Class Members, notice and administration costs, service awards, and attorneys’ fees and litigation costs. In no event shall SAO pay more than \$3,085,152.73.

9. What can I get from the Settlement?

Settlement Class Members may file a claim for the following Cash Benefits:

Compensation for Out-of-Pocket Losses: All Settlement Class Members who submit a timely Valid Claim using the Claim Form, including necessary documentation, are eligible for compensation for Out-of-Pocket Losses, not to exceed \$5,000 per Settlement Class Member. Out-of-Pocket losses eligible for reimbursement under this provision include the following: (a) monetary losses as a result of actual identity theft if: (i) the loss is an actual, documented, and

unreimbursed monetary loss; (ii) the loss was fairly traceable to the Data Security Incident; and (iii) the loss occurred between December 24, 2020 and the date the Settlement Claim was submitted; (b) postage; (c) copying, scanning, faxing; (d) mileage and other travel-related charges; (e) parking; (f) notary charges; (g) research charges; (h) cell phone charges (only if charged by the minute); (i) long distance phone charges; (j) data charges (only if charged based on the amount of data used); (k) text message charges (only if charged by the message); (l) bank fees; and (m) professional fees, such as fees for accountants and attorneys.

Reimbursement for Lost Time (“Attested Time”): Settlement Class Members who submit valid claims for out-of-pocket losses may also be eligible for compensation for time reasonably spent responding to the Data Security Incident. Eligible individuals can claim up to three (3) hours of lost time at a rate of \$30 per hour, for a maximum reimbursement of \$90. To qualify, claimants must provide a brief attestation describing the nature of the time spent and confirm that it was reasonably incurred as a result of the incident. No additional documentation is required for this benefit beyond the attestation.

Alternative Compensation: As an alternative to filing a claim for Out-of-Pocket Losses or Attested Time, Settlement Class Members may submit a claim to receive Alternative Compensation payments from the Settlement Fund. These payments will be calculated by first deducting from the Settlement Fund claims for Out-Of-Pocket Losses, Attested Time, and all other expenses, claims, fee awards, costs, and service awards, and allocating the remainder evenly to all eligible Alternative Compensation claimants.

IF YOU SELECT ALTERNATIVE COMPENSATION, YOU MAY NOT CLAIM OUT-OF-POCKET LOSSES OR ATTESTED TIME.

10. What am I giving up if I stay in the Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against SAO or other released parties concerning the claims released by this Settlement. The Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire Settlement Agreement can be viewed at www.XXXXXXXXXX.com.

How to Get a Payment – Making A Claim

11. How can I get a payment?

You must complete and submit a Claim Form by [DATE]. Claim Forms may be submitted online at www.XXXX.com or mailed to the address on the Claim Form. Be sure to read the Claim Form instructions carefully, include all required information, and add your signature.

The Claims Administrator will review your claim to determine the validity and amount of your payment.

This is a closed class. The benefits are available only to Settlement Class Members with a unique ID. All claims submitted by non-Settlement Class Members, or individuals who do not have a

unique ID, will be rejected. If you believe you are a Settlement Class Member but do not have a unique ID, you can call the Claims Administrator at 1-XXX-XXX-XXXX to verify that you are a Settlement Class Member and obtain your unique ID.

12. How much will my payment be?

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims. If you are claiming Out-of-Pocket Losses under the Settlement, you must attest to the loss and any out-of-pocket expenses, their amount, and submit documentation demonstrating the loss. Documents submitted may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of these documents. Personal statements, declarations, or other “self-prepared” documents are not considered reasonable documentation, but may be used to provide clarification, context, or support for other documentation.

13. When will I get my payment?

The Court will hold a Final Fairness Hearing on [DATE] to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, www.XXXX.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The law firms of Tousley Brain Stephens PLLC and Gibbs Mura LLP represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys’ fees from the Settlement Fund, not to exceed one-third of the Settlement Fund. Class Counsel may also petition the Court for their out-of-pocket costs and expenses incurred in connection with the prosecution of the Litigation.

The Settlement Class is represented by five named individuals—Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and Shane Cozwith (the “Class Representatives”). In addition to the benefits that the Class Representatives will receive as a member of the Settlement Class—and subject to

the approval of the Court—Class Counsel will ask the Court to award a \$7,500 Service Award to each of the Settlement Class Representatives for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed Service Awards to the Class Representatives. Class Counsel will file an application for fees, expenses, and Service Awards no later than [DATE]. The application will be available on the Settlement Website, www.XXXXXX.com, or you can request a copy by contacting the Claims Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue SAO on your own about the legal issues in this Litigation, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

You may opt out of the Settlement Class by [DATE]. To opt out, you should send a letter or postcard via U.S. mail to the address below. You should include the following in your letter or postcard:

- The name of the Litigation, *Stone, et al. v. Accellion USA LLC*, Case No. 21-2-01439-5 SEA (Superior Court of the State of Washington, County of King), or a decipherable approximation;
- Your full name, address, telephone number, and original signature (or the original signature of a person authorized by law to act on your behalf, along with evidence of appointment of such person acting on your behalf);
- The words “Request for Exclusion” at the top of the document or a clear statement that you want to opt out of the Settlement.

You must mail your opt-out request, postmarked no later than [DATE] to:

SAO Claims Administrator
P.O. Box XXXX
XXXXXX

If you fail to include the required information, your request may be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

18. If I am a Settlement Class Member and don’t opt out, can I sue the Defendant for the same thing later?

No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.

19. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the Litigation at your own expense.

In addition, if you opt out of the Settlement you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided, and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You cannot ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the Litigation will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following: (i) the objector's full name and address; (ii) the case name and docket number—*Stone, et al. v. Accellion USA LLC, et al.*, Case No. 21-2-01439-5 SEA (Superior Court of the State of Washington, County of King); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature; and (vii) proof that the Settlement Class Member is a member of the Settlement Class (*e.g.*, copy of settlement notice, copy of original notice of the Website Usage Disclosure).

Completed objections must be submitted via postal mail to Proposed Settlement Class Counsel and counsel for SAO at the addresses below – no later than [DATE]. Proposed Settlement Class Counsel will file the objection with the Court with the Motion for Final Approval of the Settlement.

Class Counsel	Counsel for SAO
Jason T. Dennett	Casie D. Collignon

<p><i>Tousley Brain Stephens PLLC</i> 1200 Fifth Ave, Suite 1700 Seattle, WA 98101</p>	<p><i>Baker & Hostetler, LLP</i> 1801 California Street, Suite 4400 Denver, CO 80202</p>
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21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

THE COURT'S FAIRNESS HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing (also called the Fairness Hearing) on [DATE], at [TIME] at the Superior Court of the State of Washington, County of King, [COURT ADDRESS]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; whether to approve Class Counsel's application for attorneys' fees, costs, and expenses; and whether to approve Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to Settlement Class Members. Be sure to check the Settlement Website, www.XXXXXXXXXX.com for updates.

Class Counsel will file a motion for final approval of the Settlement by [DATE]. Objectors, if any, must file any response to Class Counsel's motion by [DATE]. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses, and Service Awards will be filed by [DATE].

23. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you should include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. Notwithstanding the

foregoing, it is in the judge's discretion to let you speak at the Fairness Hearing. You cannot speak at the hearing if you opt out or exclude yourself from the Class.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

This notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at www.XXXXXXX.com, by reviewing the case docket and filings at [INSERT], or by visiting the Office of the Clerk, Superior Court of the State of Washington, County of King, [COURT ADDRESS] between [HOURS], [DAYS], excluding Court holidays.

27. How do I get more information?

Visit the Settlement Website, www.XXXXXXXXXX.com, where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Claims Administrator at 1-XXX-XXX-XXXX or by writing to:

SAO Claims Administrator
P.O. Box XXXX
XXXXXXXXXXXXXX

PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit C

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

JACKIE STONE, NERYS JONES, DAVINA
KIM, JEAN DEFOND, and SHANE
COZWITH, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

ACCELLION USA LLC, a Washington
limited liability company; and THE OFFICE
OF THE WASHINGTON STATE
AUDITOR,

Defendants.

NO. 21-2-01439-5 SEA

[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Plaintiffs, by their Motion for Preliminary Approval, have submitted a proposed Class Action Settlement Agreement (“Settlement Agreement”) to the Court for review. Having reviewed the Settlement Agreement and Plaintiffs’ motion and supporting declaration, the Court FINDS, CONCLUDES, and ORDERS as follows:

1. The Court concludes that the Settlement Agreement is the result of arms-length negotiations between the parties after contested litigation. The Settlement Agreement has no obvious defects and is within the range of possible settlement approval, such that the terms are reasonable and notice to the Class is appropriate. Capitalized terms appearing in this Order have the same meaning as used in the Settlement Agreement.

1 2. The proposed notices to be sent to the Class and posted on the internet at a
2 settlement website to be established by the Settlement Administrator, examples of which are
3 attached to the Settlement Agreement, are sufficient in detail to provide sufficient notice of the
4 Settlement Agreement to the Settlement Class. The proposed plan of distribution of the notice
5 through mail and/or email and establishment of a website are likewise sufficient.

6 3. The forms of Notice fairly, plainly, accurately, and reasonably inform
7 Settlement Class members of: (1) appropriate information about the nature of this litigation, the
8 Settlement, the Settlement Class definition, the identity of Class Counsel, and the essential
9 terms of the Settlement; (2) appropriate information about Class Counsel's forthcoming
10 application for attorneys' fees and the proposed service awards to the Settlement Class
11 Representatives; (3) appropriate information about how to participate in the Settlement; (4)
12 appropriate information about this Court's procedures for final approval of the Settlement, and
13 about Settlement Class Members' right to appear through counsel if they desire; (5) appropriate
14 information about how to challenge or opt-out of the Settlement, if they wish to do so; and (6)
15 appropriate instructions as to how to obtain additional information regarding this litigation and
16 the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice informs Settlement Class
17 Members that any Settlement Class Member who fails to opt-out will be prohibited from
18 bringing a lawsuit against Defendant the Office of the Washington State Auditor ("Defendant"
19 or "SAO") and certain entities related to Defendant based on or related to any of the claims
20 asserted by Plaintiffs.
21
22
23

24 4. The Court finds that the factors of CR 23(a) are satisfied here. The proposed
25 class consists of over one million people, and joinder is therefore impracticable. The claims
26 asserted by the Plaintiffs are both common and typical of the claims of the class members. The

1 Court finds no conflict of interest presented among Class Counsel or Plaintiffs with the
2 Settlement Class. In addition, the Court finds that the factors of CR 23(b) are also satisfied. The
3 Court finds both factual questions and legal issues that are common to the Plaintiffs' claims and
4 the Settlement Class that predominate over any individualized issues. Certification of the
5 Settlement Class for settlement purposes is superior to piecemeal litigation of the Plaintiffs'
6 and Settlement Class Members' claims. The Court therefore certifies as the Settlement Class
7 the following:
8

9 All individuals residing in the United States to whom SAO or its authorized
10 representative provided a notice concerning the December 2020 Data Security
11 Incident.

12 5. The Court appoints Jason T. Dennett, Cecily C. Jordan, and Kaleigh N. Boyd of
13 Tousley Brain Stephens and David M. Berger of Gibbs Mura LLP as Class Counsel.

14 6. The Court appoints Jackie Stone, Nerys Jones, Davina Kim, Jean DeFond, and
15 Shane Cozwith as Settlement Class Representatives.

16 7. The Court appoints EisnerAmper Gulf Coast, LLC as the Settlement
17 Administrator in accordance with the terms of the Settlement Agreement, and finds that it has
18 sufficient knowledge, skill and expertise to effectively distribute the Notice and to handle the
19 administration of claims to be submitted by the Settlement Class. The Settlement Administrator
20 shall distribute Notice to the Settlement Class as provided by the Settlement Agreement.
21

22 9. Before disseminating the Settlement Class Notice, the Settlement Administrator
23 shall establish a settlement website for the posting of Notices and the Claim Form as provided
24 in the Settlement Agreement. A copy of this Order; the operative complaint; Class Counsel's
25 motion for attorneys' fees, costs, and service awards (when filed); and motion for final
26

1 approval (when filed) shall also be posted on the settlement website. Additional filings in the
2 case may be posted on the site at the request of one or more of the parties.

3 10. Within 30 days of the date of entry of this Order, the Settlement Administrator
4 shall have commenced the Notice Program as provided for in the Settlement Agreement using
5 the Notice and Claim Form substantially in the form specified in the Settlement Agreement.

6 11. Class Counsel shall file their motions for Final Approval and for attorneys' fees,
7 costs, and class representative service awards at least 14 days before the Opt-Out and Objection
8 Deadlines.
9

10 13. The Final Approval Hearing is scheduled for [at least 120 days after the date of
11 this Order], _____ .m on _____, 2025, at the King County Superior Courthouse, 401
12 4th Avenue N, Courtroom 3C, Kent, Washington 98032. Class Counsel and/or Defendant may
13 file a reply to any objections to the Settlement Agreement or opposition to Class Counsel's fee
14 request no later than seven days before the Final Approval Hearing.
15

16 14. **All Notice required by this Order and the Settlement Agreement shall**
17 **notify the Class of the Objection/Opt-Out Deadline, which shall be the date which is the**
18 **60th day after the first date the Settlement Administrator has sent Notice.**

19 15. **All Notice required by this Order and the Settlement Agreement, as well as**
20 **the Claim Form, shall notify the Class of the Claims Deadline, which shall be a date that**
21 **is 90 days after the first date Notice is sent to the class as specified in paragraph 10 of this**
22 **Order.**
23
24
25
26

1 DATED this _____ day of June, 2025.

2
3 _____
4 The Honorable Josephine Wiggs

5 Presented by:

6 /s/

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18 jbk@classlawgroup.com

19 lpl@classlawgroup.com

20 *Attorneys for Plaintiffs*

Exhibit D

If your personal information was potentially compromised in a Data Security Incident that took place at the Office of the Washington State Auditor (SAO) on or around December 2020, you could get a payment from a class action Settlement.

A court ordered this notice. This is not a solicitation from a lawyer.

This notice is only a summary of the key Settlement terms. A full copy of the Settlement Agreement and Long Form Notice is available at www.XXXXX.com or by calling (xxx) xxx-xxxx.

A proposed settlement has been reached in a class action lawsuit against the Office of the Washington State Auditor (“SAO” or “Defendant”) relating to a December 2020 Data Security Incident during which cybercriminals potentially accessed files that contained individuals’ private information. The case is known as *Stone, et al. v Accellion USA LLC, et al.*, Case No. 21-2-0143905 SEA. The Defendant denies all claims alleged against it and denies all charges of any wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.

Am I included? Yes. If you received this notice, Defendant’s records indicate that your information may have been involved in the Data Security Incident.

What are the benefits? The Settlement provides for the following cash payments for Settlement Class Members who submit a timely Valid Claim: (i) Compensation for Out-of-Pocket Losses and Reimbursement for Lost Time, or (ii) an Alternative Compensation. Please visit www.XXXXX.com for complete information about the Cash Benefits.

- **Compensation for Out-Of-Pocket Losses:** Up to \$5,000 for documented Out-of-Pocket losses reasonably traceable to the Data Security Incident.
- **Reimbursement for Lost Time (“Attested Time”):** Settlement Class Members with approved Settlement Claims for Out-of-Pocket Losses may claim up to three (3) hours compensated at a rate of \$30 per hour (for a total of \$90) for time that is fairly traceable to the Data Security Incident.
- **Alternative Compensation:** Settlement Class Members who do not submit approved Settlement Claims for Out-of-Pocket Losses or Attested Time may elect to receive Alternative Compensation payments. These payments will be calculated by first deducting from the Settlement Fund claims for Out-Of-Pocket Losses, Attested Time, and all other expenses, claims, fee awards, costs, and Service Awards, and allocating the remainder evenly to all eligible Alternative Compensation claimants.

How do I receive a Cash Benefit? You must file a Claim Form online at www.XXXXX.com by [date] or by mail postmarked by [date] and mailed to the Claims Administrator’s address below to receive a Cash Benefit.

What are my other options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude**

yourself, you will not receive any Cash Benefit, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is [Date].

Detailed instructions on how to file a Claim Form, exclude yourself, or object, can be found on the Long Notice found on the Settlement Website, www.XXXXXX.com.

Has the Court approved the Settlement? The Court will hold the Final Fairness Hearing on [REDACTED], at [REDACTED] _m. [REDACTED] to consider whether to approve the proposed Settlement as fair, reasonable, and adequate, and whether to approve an award of attorneys' fees of up to one-third of the Settlement Fund, reimbursement of the costs and expenses incurred in connection with the prosecution of the Action, and Service Awards of \$7,500 to the Class Representatives.

You do not need to appear at the hearing, but you may come at your own expense. The Court has appointed the law firms of Tousley Brain Stephens PLLC and Gibbs Mura LLP to represent the Settlement Class. You will not be charged for their services. If you want to be represented by your own lawyer, you may hire one at your own expense

How do I get more information? For additional information, including a copy of the Settlement Agreement, Long Notice, Claim Form, and other Court documents, visit the Documents section of the Settlement Website, www.XXXXXX.com, or call [REDACTED]. You may also contact the Claims Administrator at *Stone, et al. v Accellion USA LLC, et al.*, c/o [ADMIN].

Legal Notice

If your personal information was potentially compromised in a Data Security Incident that took place at the Office of the Washington State Auditor (SAO) on or around December 2020, you could get a payment from a class action Settlement.

A court ordered this notice. This is not a solicitation from a lawyer.

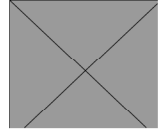
This postcard is only a summary of the key Settlement terms. A full copy of the Settlement Agreement and Long Form Notice is available at www.XXXXX.com or by calling (xxx) xxx-xxxx.

A proposed Settlement has been reached in a class action lawsuit against the Office of the Washington State Auditor ("SAO" or "Defendant") relating to a December 2020 Data Security Incident during which cybercriminals potentially accessed files that contained individuals' private information. The case is known as *Stone, et al. v. Accellion USA LLC, et al.*, Case No. 21-2-01439-5 SEA. The Defendant denies all claims alleged against it and denies all charges of any wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.

Stone, et al. v. Accellion USA LLC, et al.

P.O. Box XXX

Baton Rouge, LA 70821



ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID: [claim Id]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]

0165

Place Stamp
Here

Return Mail Information

Am I included? Yes. If you received this notice, Defendant's records indicate that your information may have been involved in the Data Security Incident.

What are the benefits? The Settlement provides for the following cash payments for Settlement Class Members who submit a timely Valid Claim: (i) Compensation for Out-of-Pocket Losses and Reimbursement for Lost Time, or (ii) an Alternative Compensation. Please visit www.XXXXX.com for complete information about the Cash Benefits.

- **Compensation for Out-Of-Pocket Losses:** Up to \$5,000 for documented Out-of-Pocket losses reasonably traceable to the Data Security Incident.
- **Reimbursement for Lost Time ("Attested Time"):** Settlement Class Members with approved Settlement Claims for Out-of-Pocket Losses may claim up to three (3) hours compensated at a rate of \$30 per hour (for a total of \$90) for time that is fairly traceable to the Data Security Incident.
- **Alternative Compensation:** Settlement Class Members who do not submit approved Settlement Claims for Out-of-Pocket Losses or Attested Time may elect to receive Alternative Compensation payments. These payments will be calculated by first deducting from the Settlement Fund claims for Out-Of-Pocket Losses, Attested Time, and all other expenses, claims, fee awards, costs, and Service Awards, and allocating the remainder evenly to all eligible Alternative Compensation claimants.

How do I receive a Cash Benefit? You must file a Claim Form online at www.XXXXX.com by **MM/DD/YYYY** or by mail postmarked by **MM/DD/YYYY** and mailed to the Claims Administrator's address below to receive a Cash Benefit.

What are my other options? If you do nothing or submit a Claim Form, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you exclude yourself, you will not receive any Cash Benefit, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can object to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **MM/DD/YYYY**.

Has the Court approved the Settlement? The Court will hold the Final Fairness Hearing on _____, at _____m. to consider whether to approve the proposed Settlement as fair, reasonable, and adequate, and whether to approve an award of attorneys' fees of up to one-third of the Settlement Fund, reimbursement of the costs and expenses incurred in connection with the prosecution of the Action, and Service Awards of \$7,500 to the Class Representatives.

You do not need to appear at the hearing, but you may come at your own expense. The Court has appointed the law firms of Tousley Brain Stephens PLLC and Gibbs Mura LLP to represent the Settlement Class. You will not be charged for their services. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For additional information, including a copy of the Settlement Agreement, Long Notice, Claim Form, and other Court documents, visit the Documents section of the Settlement Website, www.XXXXX.com, or call xxx-xxx-xxxx. You may also contact the Claims Administrator at Stone v. Accellion USA LLC, PO Box XXX, Baton Rouge, LA 70821.

ACCELLION DATA SECURITY INCIDENT CLAIM FORM

Settlement Claim ID: « Claim ID »

«FirstName» «LastName»

«Address1» «Address2» «City» «State» «Zip»

Complete this Claim Form if you wish to receive the Alternative Compensation Cash Award. If you want to submit a claim for Out-of-Pocket Losses or Attested Time, or if you need to update your mailing address, visit www.XXXXX.com to submit your Claim Form and supporting documentation online or to download a Claim Form to complete and return by mail. If you need to update your mailing address after the submission of your Claim Form, email the Claims Administrator at info@XXXXX.com.

ALTERNATIVE COMPENSATION CASH AWARD

☐ Check this box if you wish to receive the Alternative Compensation Cash Award in lieu of reimbursement for Out-of-Pocket Expenses or Attested Time. The amount of the cash award will be increased or decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

PAYMENT SELECTION

☐ PayPal ☐ Venmo ☐ Zelle ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account:

Phone Number: _____

Email Address: _____

Attestation & Signature: I swear and affirm under penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature: _____ Printed Name: _____ Date: ____/____/____

EXHIBIT 2

EXHIBIT 2



Attorneys

MAILING ADDRESS

PO Box 34628, PMB 75109 Seattle, WA 98124-1628

PHYSICAL & PACKAGES

1200 Fifth Avenue, Suite 1700, Seattle, WA 98101-3147

TEL (206) 682-5600 | FAX (206) 682-2992

TOUSLEY BRAIN STEPHENS PLLC has prosecuted numerous multi-million dollar class actions, including the following representative cases in the areas of data privacy, consumer protection, product liability, and securities.

Data Privacy

- Appointed lead counsel in *In re Premera Blue Cross Customer Data Security Breach Litigation*, multi-district litigation pending in the U.S. District Court for the District of Oregon. The lawsuit alleges that Premera allowed a massive breach of its data systems, permitting hackers access to the personal, medical, and financial information of more than 11 million Premera subscribers and employees. In 2019, the Court approved a \$74 million in compensation and data security enhancement settlement. At the time it was the greatest per capita class recovery in a health care data breach.
- Appointed co-lead counsel in *In re MCG Health Data Security Issue Litigation*, in the U.S. District Court for the Western District of Washington. Plaintiffs alleged MCG was negligent in connection with a 2023 data breach. The Court finally approved an \$8.8 million settlement.
- Appointed as co-lead and interim class counsel in *In re Dominion Dental Services USA, Inc. Data Breach Litigation*, in the Eastern District of Virginia. The lawsuit alleged that Dominion Dental Services and other affiliated companies allowed a nine-year long data breach, allowing hackers access to the personal, medical, and financial information of nearly three million individual subscribers. The case settled for monetary relief in excess of \$3 million and injunctive relief valued at approximately \$2,769,500.
- Co-lead counsel in *Garcia v. Washington State Department of Licensing*, Superior Court, King County, Washington. This data breach involved the Department of Licensing's professional licensing system. The court finally approved a \$3.6 million common fund settlement plus injunctive relief.
- Co-lead counsel in *Armon v. Washington State Univ.*, Superior Court, King County, Washington. This data breach case involved a stolen hard drive containing personal information of over one million individuals. The court approved a \$5.26 million settlement, plus injunctive relief.
- Served on the plaintiffs' steering committee in multi-district litigation to prosecute claims of financial institutions in the *In re The Home Depot, Inc. Customer Data Security Breach Litigation*, No. 14-md-02583 (N.D. Georgia) related to its 2014 data breach. The

financial institutions sought to recover losses they incurred in reissuing cancelled credit cards and paying fraud claims. Hon. Thomas W. Thrash, Jr., United States District Court Judge for the Northern District of Georgia, granted final approval to a \$43.5 million settlement to cover financial institution losses, attorneys' fees and costs.

Consumer Protection

- As co-counsel and sole trial counsel in *Larsen v. PTT, LLC*, obtained a \$24.9 million jury verdict in the Western District of Washington in a class action alleging violations of Washington's Recovery of Money Lost at Gambling Act and Washington's Consumer Protection Act.
- Appointed sole class counsel in *Ikuseghan v. Multicare Health System*, U.S. District Court for the Western District of Washington to represent a nationwide class asserting Telephone Consumer Protection Act (TCPA) claims. In approving the settlement and fee award, the court noted that "class counsel obtained an extraordinarily good result for the class following an arm's-length negotiation. Under the approved settlement, class members will receive as much as they would have received had they successfully litigated their claims under the TCPA. This recovery is significantly superior to other TCPA class action settlements that have been approved in this Circuit." With individual class member recoveries ranging from \$2,500 to over \$19,000 per approved claim, the settlement is believed to be the largest individual class member recovery in any TCPA case.
- Appointed class counsel in *Gonzalez v. Banner Bank*, representing a class of accountholders who were charged excessive overdraft fees. The court approved a settlement of over \$1,000,000.
- As co-lead counsel in *Nelson v. Appleway Chevrolet, Inc.*, Superior Court, Spokane County, Washington (*see also* 160 Wn.2d 173 (2007)), we successfully represented purchasers of vehicles, parts, and services against certain automobile dealers in Washington who were illegally charging purchasers Business and Occupation tax. The class members received full refunds of all illegally collected taxes in addition to attorneys' fees and costs after the Washington Supreme Court affirmed the trial court judgment.
- As co-lead counsel in *Cole v. Wells Fargo Bank N.A.*, U.S. District Court, Western District of Washington, we successfully settled this case on behalf of a national class of consumers charged excessive fees on their accounts. Class members received full refunds of all excessive fees, together with interest, attorneys' fees and costs. Judge Lasnik, W.D. WA, noted this settlement was an example of the kind of justice class actions could achieve.
- As co-lead counsel in *Michael Spafford, Jr. v. Echostar Communications, Corporation*, U.S. District Court, Western District of Washington, we successfully obtained an injunction on behalf of Washington consumers prohibiting defendant from using

automatic dialing and announcing devices to sell satellite television subscriptions and equipment in violation of Washington law.

Securities

- As sole lead class counsel in *Colacurcio, et al. v. Insight Venture Partners VII, L.P., et al.*, we represented a class of investors who sold shares of Smartsheet Inc. stock in a tender offer, alleging defendants failed to disclose material information about the company's plans to conduct an IPO in connection with their offer to buy the plaintiffs' stock. The court granted final approval of a \$26.2 million settlement.
- As sole class counsel in *Johnson v. Amgen Boulder, Inc.*, U.S. District Court, Western District of Washington, we represented a national class that invested approximately \$50 million with the world's largest biotechnology company to fund the development of a genetically engineered molecule. That case settled for payments totaling \$82 million.
- As sole class counsel in *Trimble et al. v. Holmes Harbor Sewer District et al.*, Superior Court, Island County, Washington, we represented a national class of bondholders. We achieved a 100% recovery for investors who had purchased unlawfully issued bonds through several broker dealers.
- As sole class counsel in *Wolf et al. v. Asiamerica et al.*, U.S. District Court, Western District of Washington, Washington, we represented a national class in a securities fraud action against an international leveraged buy-out corporation. The case settled for approximately 120% of the class's investment, plus attorneys' fees and costs.
- As liaison counsel in *In re Washington Mutual Mortgage-Backed Securities Litigation*, U.S. District Court, Western District of Washington, we represented a class of purchasers of mortgage-backed certificates issued and underwritten by Washington Mutual and related entities. The named Plaintiffs alleged that the defendants violated federal securities laws by misrepresenting the underwriting procedures used to originate the mortgage loan collateral. The case settled for \$26 million.

Product Liability

- Appointed preliminary class counsel in *Washburn v. Porsche*, U.S. District Court, Western District of Washington to represent a nationwide class of people who purchased Porsche vehicles with sunroofs. Plaintiff alleged the sunroofs were prone to water intrusion. The settlement, which is pending final approval, significantly extended the sunroof warranty for the class vehicles, provided for free repairs and reimbursed past repair costs, and preventative maintenance for approximately 345,000 vehicles.
- Appointed co-lead class counsel in *Glenn v. Hyundai*, U.S. District Court for the Central District of California to represent a nationwide class of people who purchased Hyundai vehicles with panoramic sunroofs. Plaintiffs alleged the sunroofs were prone to spontaneous shattering. The settlement, which significantly extended the sunroof warranty for the class vehicles, provided for free repairs and reimbursed past repair costs, as well as \$200 cash for anyone who experienced sunroof shattering, and a \$1,000 trade in allowance was valued at over \$30 million.

- Designated by lead counsel in *In re Navistar Maxxforce Engines* to head the root cause analysis and liability expert teams in multidistrict litigation in the U.S. District Court for the Northern District of Illinois. Plaintiffs alleged that Navistar produced diesel truck engines with defective emissions systems. The Court approved a \$135 million settlement.
- As co-lead counsel in the *In re Louisiana-Pacific Inner Seal Siding* class action, U.S. District Court, District of Oregon, we initially settled one of the largest product liability class action settlements in the United States for \$275 million. In November 1998, this settlement was augmented by additional commitments for a total of more than \$500 million, over \$240 million of which was paid to Washington residents.
- As co-lead counsel in the *Richison v. American Cemwood Corp.*, Superior Court, San Joaquin County, California, we settled this litigation, related to defective shingles, creating a guaranteed \$105-million settlement fund for a national class in the first phase of litigation. The second phase, against Cemwood's insurers, created an additional \$83-million settlement fund in 2003.
- As co-lead counsel in the *Behr Wood Sealants* settlement, Superior Court, San Joaquin County, California, we created a national settlement fund in 2003 of up to \$107.5 million, plus \$25 million in attorneys' fees.
- As co-lead counsel for the plaintiff class in *Clemans v. New Werner Co, et al.*, U.S. District Court, Western District of Washington, we successfully obtained free replacement ladders for a national class of approximately 300,000 consumers. The class alleged that Werner pull-down attic ladders were unreasonably dangerous because of defective hinges. The settlement was valued at \$48 million dollars.
- Co-counsel for national class of homeowners with allegedly defective roofing shingles in *In re IKO Roofing Shingle Products Liability Litigation*, U.S. District Court, Central District of Illinois; 757 F.3d 599 (7th Cir. 2014). The settled for extended warranties, replacement shingles or cash value of replacement shingles all with an estimated value of \$30 million.
- As co-counsel for a health benefits trust in *Neurontin Marketing Sales Practices and Products Liability Litigation*, MDL 1629, we represented a national class alleging that in an effort to boost profits, Pfizer, Inc. and Warner-Lambert Co. sold the drug Neurontin for uses for which it was neither approved by the U.S. Food and Drug Administration nor medically effective. Pfizer Inc. agreed to pay \$325 million to resolve the class's claim that Pfizer defrauded insurers and other healthcare benefit providers by its off label marketing of Neurontin.
- As co-lead counsel in *Delay v. Hurd Millwork Co.*, Superior Court, Spokane County, Washington, we represented a Western States class of individuals that purchased windows allegedly filled with inert gas. The case settled for \$5.3 million.
- As sole class counsel in *Barrett v. PABCO*, Superior Court, King County, Washington, a national roofing shingles product liability case, we settled the case on an unlimited claims-made basis in 2006. That settlement more than doubled the value of compensation available to homeowners under a Washington State Attorney General

Consent Decree, and opened claims to every qualified homeowner in the nation, including those who were not original purchasers of the roofing product.

- As co-lead counsel in *Grays Harbor Christian School v. Carrier Corporation*, U.S. District Court, Western District of Washington, we successfully represented national consumers to whom Carrier allegedly sold defective high efficiency furnaces. The case settled on a national and international basis when Carrier agreed to compensate consumers for past failures and fix the alleged defect for free in the future. Three million consumers were covered under the settlement, which was valued at more than \$300 million.

EXHIBIT 3

EXHIBIT 3

GibbsMura

A LAW GROUP

Firm Resume

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

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

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

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

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

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

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

ATTORNEYS

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Dylan Hughes	p. 10
Amanda Karl	p. 11
Linda Lam	p. 13
Steve Lopez	p. 14
Rosemary Rivas	p. 15
Dave Stein	p. 17
Steven Tindall	p. 19
Amy Zeman	p. 21

Of Counsel & Counsel

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Aaron Blumenthal	p. 24
Spencer Hughes	p. 25
Parker Hutchinson	p. 26
Brian Johnson	p. 27
Shawn Judge	p. 28
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Rosanne Mah	p. 31
Karen Barth Menzies	p. 32
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Sadie Hillier	p. 41
Hanne Jensen	p. 42
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Emma MacPhee	p. 45
Jake Seidman	p. 46
Jennifer Sun	p. 47
Wynne Tidwell	p. 48
Zeke Wald	p. 49
Taylor Walters	p. 50

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Dorcy Gardner	p. 51
Sierra Morris	p. 52
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Voting Rights Task Force

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

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



Eric H. Gibbs | Partner

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

Reputation and Recognition by the Courts

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

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

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

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

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

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

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

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

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

Achievements and Leadership

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

Litigation Highlights

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

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Practice Emphasis

Antitrust & Unfair Competition
Banking and Financial Fraud
Class Actions

Consumer Protection

Mass Personal Injury

Whistleblower

Education

Seattle University School of
Law, J.D., 1995

San Francisco State
University, B.A., 1991

Awards & Honors

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

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

*Lawdragon 500 Leading
Plaintiff Consumer Lawyer*,
2019-2025

Titans of the Plaintiffs Bar,
Law360, 2019

*California Lawyer Attorney of
the Year Award*, 2019

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

*Cybersecurity & Privacy
MVP*, Law360, 2018

Consumer Protection MVP,
Law360, 2016

AV Preeminent® Peer
Review Rated by Martindale-
Hubbell

Admissions

California

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

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

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

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

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

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

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

Professional Affiliations

American Association for Justice, Board of Governors, Co-founder and past co-chair of Consumer Privacy and Data Breach Litigation Group, Co-founder and past co-chair of AAJ Litigation Group, Past editor of Class Action Litigation Group newsletter, Creator and co-chair of Class Action Litigation Group Objector Database and Task Force, Law School Committee

American Bar Foundation- Fellow

Consumer Attorneys of California

Equal Justice Society- Advisory Board

National Association of Consumer Advocates

National Consumer Law Center

National Plaintiffs' Law Association, Advisory Board Member

Public Justice Foundation- Former Member, Class Action Preservation Project Committee

San Francisco Trial Lawyers Association

Association of Business Trial Lawyers

American Bar Association



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Practice Emphasis

Class Actions
Consumer Protection
Privacy
Mass Personal Injury

Education

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

Admissions

California
District of Columbia

Andre M. Mura | Partner

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

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

Litigation Highlights

In re: Social Media Adolescent Addiction/Personal Injury Products Liability

Litigation – Andre was court-appointed to Plaintiffs' Steering Committee Leadership and has undertaken a wide range of responsibilities, including law and briefing and managing discovery related to the TikTok defendants. The firm also represents children and families in lawsuits in federal and state court against Facebook, Instagram, TikTok, Snap, and YouTube.

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

Brooks v. Thomson Reuters Corporation – Andre is court-appointed class counsel in this data privacy case against Thomson Reuters for its CLEAR product. The lawsuit alleged that Thomson Reuters collected millions of California residents' personal and confidential information and then sold access to it without their knowledge or consent. After the court granted plaintiffs' motion for class certification, the parties reached a class settlement for \$27.5 million and substantial injunctive relief. The court granted final approval of the settlement on February 21, 2025.

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

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

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

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

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

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

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

U.S. Supreme Court Advocacy

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

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

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2023, 2019)
Top Plaintiff Lawyers in California, *Daily Journal* (2021)
Top Cybersecurity & Privacy Attorneys Under 40, *Law360* Rising Stars (2017)
Northern California Super Lawyers (2019-2024); *Rising Star* (2016-2018)

Professional Affiliations

American Association for Justice- Class Action Litigation Group, Legal Affairs Group,
LGBT Caucus
American Bar Foundation, Fellow
Consumer Attorneys of California, Member
Civil Justice Research Initiative of Berkeley Law, Board Member
Impact Fund, Board Member
Law360- Cybersecurity & Privacy, Former Editorial Advisory Board Member
National Center for State Courts, Lawyers Committee
National Civil Justice Institute, Trustee

Select Publications & Presentations

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

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



David M. Berger | Partner

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

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

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

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

Litigation Highlights

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

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

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

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Practice Emphasis

Class Actions
Consumer Protection
Privacy

Education

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

Admissions

California

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

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

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

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

Awards & Honors

Northern California Super Lawyers (2021-2024)

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

Professional Affiliations

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

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

Consumer Attorneys of California

National Civil Justice Institute

Selected Presentations and Publications

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

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

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

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

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

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

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



Eileen Epstein Carney | Partner

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

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

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

She is admitted to practice law in Minnesota.

Professional Affiliations

American Association for Justice

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Education

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

Admissions

Minnesota



Dylan Hughes | Partner

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

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

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

Litigation Highlights

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

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

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

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

Awards & Honors

Northern California Super Lawyer (2012-2024)

Professional Affiliations

Consumer Attorneys of California

American Association for Justice- Class Action Litigation Group

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Practice Emphasis

Class Actions
Consumer Protection
Employment Law
Whistleblower

Education

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

Admissions

California



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T 510.350.9243
amk@classlawgroup.com

Education

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

Admissions

California

Amanda Karl | Partner

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

In addition to her case achievements, Amanda is deeply committed to mentorship and expanding the pathway for plaintiffs' lawyers from underrepresented backgrounds. Amanda has supported many law school recruiting efforts, and for the firm's new associates and summer associates, she has helped conceptualize and oversee onboarding and training.

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

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

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

Litigation Highlights

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

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

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

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

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

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

Awards & Honors

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

Professional Affiliations

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

Presentations and Articles

Presenter, “MSJs, Ex Parte Motions and Injunctive Relief,” Pincus 21st Annual Federal Court Boot Camp: The Nuts and Bolts (CA), May 2025.

Presenter, “Artificial Intelligence and Discovery Issues,” TLMT Mass Torts & Class Action Conference, February 2025.

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

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

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

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

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

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

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

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

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

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



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Practice Emphasis

Class Actions

Consumer Protection

Education

University of California College
of the Law, San Francisco, J.D.,
magna cum laude, 2014

University of California Los
Angeles, B.A., 2011

Admissions

California

Linda Lam | Partner

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

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

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

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

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

Litigation Highlights

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

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

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

Awards & Honors

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

Professional Affiliations

American Association for Justice

Consumer Attorneys of California

Publications & Presentations

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



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Practice Emphasis

Class Actions
Consumer Protection

Education

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

Admissions

California

Steve Lopez | Partner

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

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

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

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

Litigation Highlights

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

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

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

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

Awards & Honors

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

Professional Affiliations

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



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Practice Emphasis

Class Actions
Consumer Protection

Education

University of California College
of the Law, San Francisco,
J.D., 2000
San Francisco State
University, B.A., 1997

Admissions

California

Rosemary Rivas | Partner

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

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

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

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

Litigation Highlights

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

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

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

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

Awards & Honors

Top Women Lawyers in California, *Daily Journal* (2024)
Northern California Super Lawyer (2019-2024)
California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2018)
Rising Star, *Northern California Super Lawyers* (2009-2011)

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

Professional Affiliations

American Association for Justice- Class Action Litigation Group

Consumer Attorneys of California

Law360- Consumer Protection, Editorial Advisory Board Member

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

Judicial Conference

National Civil Justice Institute- Fellow

Public Justice- Class Action Preservation Project

Publications and Presentations

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

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

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

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

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

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



Dave Stein | Partner

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

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

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

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

Reputation and Recognition by the Courts

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

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

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

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

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

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

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

Litigation Highlights

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

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

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

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

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Practice Emphasis

Class Actions
Consumer Protection
Financial Fraud
Securities Litigation

Education

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

Admissions

California

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

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

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

Awards & Honors

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

Professional Affiliations

American Association for Justice

Publications & Presentations

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

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

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

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

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

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

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

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

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

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



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Practice Emphasis

Class Actions

Employment Litigation

Education

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

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

Admissions

California

Steven Tindall | Partner

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

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

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

Litigation Highlights

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

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

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

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

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

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

Awards & Honors

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

Publications & Presentations

Presenter, “When to Consider a Mass Arbitration, What to Expect and How to Reach a Successful Conclusion,” California Employment Lawyers Association (CELA) Advanced Wage & Hour Seminar, April 25, 2025.

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

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

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

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

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

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

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

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

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



Amy Zeman | Partner

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

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

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

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

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

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

Litigation Highlights

Mass Tort Litigation

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

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Practice Emphasis

Class Actions
Consumer Protection
Mass Personal Injury
Whistleblower/ Qui Tam

Education

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

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

Admissions

California
Florida

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

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

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

Defective Product and Consumer Protection Litigation

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

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

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

Awards & Honors

Lawdragon 500 Leading Plaintiff Consumer Lawyers (2023-2025)
Top Women Lawyers in California, Daily Journal (2023, 2021)
Winning Litigators Finalist, National Law Journal (2021)
Product Liability MVP, Law360 (2021)
Top Plaintiff Lawyers in California, Daily Journal (2021)
Northern California Super Lawyer (2021-2024); Rising Star (2013-2020)

Professional Affiliations

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

Select Publications & Presentations

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

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

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

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



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Practice Emphasis

Antitrust
Class Actions
Consumer Protection

Education

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

Admissions

California

Josh Bloomfield | Counsel

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

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

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

Litigation Highlights

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

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

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

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

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



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Education

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

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

Admissions

California

Aaron Blumenthal | Counsel

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

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

Litigation Highlights

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

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

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

Awards & Honors

Rising Star, Northern California Super Lawyers, 2018-2024

Presentations and Articles

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

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

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

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

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

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

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



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Education

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

Iowa State University, B.A., 2014

Admissions

California

District of Columbia

Spencer Hughes | Counsel

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

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

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

Litigation Highlights

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

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

Presentations and Articles

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



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Education

Columbia Law School, J.D.,
2009

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

Admissions

New York
Louisiana

Parker Hutchinson | Counsel

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

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

Professional Affiliations

American Association for Justice
Louisiana State Bar Association
National Civil Justice Institute



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Education

George Washington
University School of Law,
J.D., 2012
Webster University, M.A.,
2007
Missouri State University,
B.A., *magna cum laude*, 2005

Admissions

District of Columbia
Missouri
Virginia

Brian Johnson | Counsel

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

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

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

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

Awards & Honors

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



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Practice Emphasis

Class Actions

Consumer Protection

Education

The Ohio State University
Moritz College of Law, J.D.,
1998

Wright State University, M.A.,
1995

The College of Wooster, B.A.,
with honors, 1993

Admissions

Ohio

Shawn Judge | Counsel

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

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

Complex Litigation

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

Special Master

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

Mediation

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

Consultant and Educator

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

Awards & Honors

Ohio Super Lawyer (2021, 2023-2025)

Professional Affiliations

Co-Chair, Class Actions/Consumer Law, Central Ohio Association for Justice

Ohio Mediation Association

Ohio Association for Justice

National Civil Justice Institute

American Association for Justice

Columbus Bar Association

Ohio State Bar Association

Federal Bar Association

American Bar Association

Litigation Highlights

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

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

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



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Education

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

Pennsylvania State
University, B.A., 2005

Admissions

New Jersey
New York
Pennsylvania

Daniel Leathers | Counsel

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

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

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

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

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

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

Awards & Honors

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

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

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

Professional Affiliations

American Association for Justice

New Jersey Association for Justice

Presentations and Articles

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



Rosanne Mah | Counsel

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

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

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

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Practice Emphasis

Class Actions
Consumer Protection

Education

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

Admissions

California



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Practice Emphasis

Class Actions
Mass Personal Injury

Education

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

Colorado State University,
B.A., 1989

Admissions

California

Karen Barth Menzies | Of Counsel

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

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

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

Awards & Honors

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

Professional Affiliations

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

Select Publications & Presentations

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

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

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

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

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

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

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

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

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



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Education

Seattle University School of Law, J.D., 2014
Bates College, B.A., 2010

Admissions

California

Ashleigh Musser | Counsel

Ashleigh represents consumers and employees in class actions and mass arbitration involving consumer protection and employment law. She litigates complex cases involving misclassification, discrimination, and wage and hour claims brought under state law, including under the Private Attorneys General Act (PAGA). She currently represents thousands of gig economy workers in legal actions alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws. Ashleigh is a proficient Spanish speaker and has experience representing and working with Spanish-speaking clients.

Ashleigh previously worked at a litigation firm in San Francisco, representing clients in criminal and civil proceedings, with an emphasis in personal injury, real estate, and wrongful death claims. More recently, she counseled and represented plaintiffs in individual and representative labor and employment matters at a boutique law firm in San Francisco. She has extensive experience protecting the rights of employees in cases involving California Labor Code violations, California Family Rights Act violations, and violations of the California Fair Employment and Housing Act, which includes representing plaintiffs with sexual harassment, disability and pregnancy discrimination, and retaliation claims.

Ashleigh is a 2014 graduate of Seattle University School of Law, where she served as the treasurer of the Moot Court Board, and as a chair of the International Law Society. During her time in law school, Ashleigh externed at the AIDS Legal Referral Panel of San Francisco, and subsequently volunteered as a licensed lawyer, where she represented clients facing eviction, and researched issues including the impact lump sum payments have on Section 8, the Housing Choice Voucher Program. As a law student, Ashleigh studied abroad at the University of Witwatersrand in Johannesburg, South Africa, focusing on how businesses adversely impact human rights, primarily in African countries. Ashleigh further diversified her legal experience by becoming a licensed to practice intern in Washington State, allowing her to practice law as a law student for the City Prosecutor's Office. In this role, she had to balance defending the City with the rights of the individuals that came before her in court.

Awards & Honors

Rising Star, Northern California Super Lawyers (2021-2024)

Professional Affiliations

California Employment Lawyers Association
San Francisco Trial Lawyers Association

Presentations and Articles

Author, "The Estrada decision on review: What to do with "unmanageable" PAGA claims?"
Daily Journal, July 2022



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Practice Emphasis

Class Actions

Consumer Protection

Education

The Ohio State University
Moritz College of Law, J.D.,
2003

The Ohio State University,
B.A., *summa cum laude*,
2000

Admissions

Ohio

Mark Troutman | Counsel

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

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

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

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

Awards & Honors

Best Lawyers in America for Mass Tort Litigation/Class Action-Plaintiffs

American Association for Justice Roxanne Barton Conlin Certificate of Recognition, 2024

American Association for Justice Leadership Academy, Class of 2024

Super Lawyer, Ohio Super Lawyers, 2025

Rising Star, Ohio Super Lawyers, 2012-2018

Professional Affiliations

American Association for Justice, Class Action Litigation Section, Immediate Past-Chair

Central Ohio Association for Justice, Class Actions/Consumer Law, Treasurer and Co-Chair

American Association for Justice, Evergreen Vice-Chair and Committee Member, National

Finance Committee, Political Action Committee, Convention Planning Committee, and

Judiciary Committee

Public Justice Foundation

Ohio Association for Justice, AAJ Delegate

Ohio State Bar Association

Columbus Bar Association

Columbus Bar Foundation

Litigation Highlights

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

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

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

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

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

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



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Education

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

Admissions

Texas

Brian Bailey | Associate

Brian represents clients harmed by corporate misconduct in complex litigation including employment discrimination, personal injury, and consumer protection cases. He represents employees and consumers in our cases against Honda, IBM, Amazon, and PG&E. Brian was an integral member of the team that secured \$1.5 billion in compensation for over 6,000 survivors of utility-caused wildfires in Northern California, and he currently represents survivors of the Eaton Fire in Los Angeles.

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

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

Awards & Honors

The National Black Lawyers, Top 100

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

Professional Affiliations

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

L. Clifford Davis Legal Association

The International Legal Honor Society of Phi Delta Phi

The American Constitution Society for Law & Policy

Texas Young Lawyers Association

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

Presentations and Articles

Presenter, “Broadening the Pathway: Implementing Hiring Efforts to Reach Underserved Communities,” National Consumer Law Center (NCLC) Consumer Rights Litigation Conference and Class Action Symposium, October 2024.

Presenter, “A Movement to Defend, Avoiding Exclusionary Hiring Practices,” American Association for Justice (AAJ) Annual Convention, July 2024.



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Education

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

University of Washington, B.A., 2015

Admissions

Washington
New York

Emily Beale | Associate

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

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

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

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

Presentations and Articles

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



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Education

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

Northwestern University, B.A.,
2016

Admissions

California

Delaney Brooks | Associate

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

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

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

Litigation Highlights

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

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

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

Professional Affiliations

California Lawyers Association, Antitrust and Unfair Competition Law Section



Jane Farrell | Associate

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

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

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

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

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Education

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

Emory University, B.A., 2011

Admissions

California



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Education

Harvard Law School, J.D.,
2020

University of North Texas,
B.A., 2015

Admissions

Texas

Massachusetts

Sadie Hillier | Associate

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

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

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

Professional Affiliations

The LGBTQ+ Bar

American Bar Association, Privacy and Data Security Committee

Dallas LGBT Bar Association



Hanne Jensen | Associate

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

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

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

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Education

University of California at
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2020

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

Admissions

California



Anna Katz | Associate

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

Anna attended law school at the University of California, Berkeley, School of Law, where she graduated *Order of the Coif* in 2023. While in law school, Anna served as an Editor for the California Law Review and on the Editorial Board of the Berkeley Journal of Gender, Law, and Justice. Anna also worked to build enthusiasm for plaintiff-side practice as the Career Development Director of Berkeley Law's new Plaintiff's Law Association. For her dedication to public interest work involving reproductive justice, workers' rights, and indigent defense, Anna earned pro bono honors with distinction and a Public Interest and Social Justice Certificate. Anna also served as a research assistant for Professor Jonathan Glater's research on unfair corporate practices and predatory student debt.

Anna received her undergraduate degree, *magna cum laude* and Phi Beta Kappa, from Duke University, with majors in African and African American Studies and Global Health. Prior to law school, Anna was a reproductive health researcher in Oakland.

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Education

University of California at
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Duke University, *magna cum
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Admissions

California



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Education

Northwestern University School of Law, J.D., *magna cum laude*, 2015

Northwestern University Graduate School, Ph.D., 2015

Brandeis University, B.A., *summa cum laude*, *Phi Beta Kappa*, 2006

Admissions

California

Jeff Kosbie | Associate

Jeff Kosbie represents workers and consumers in class actions and other complex lawsuits involving data breaches and consumer privacy, employment law, and other corporate misconduct. He previously worked as a staff attorney in the United States Court of Appeals for the Ninth Circuit (2017-2018) and served as a Multidistrict Litigation Law Clerk to the Judges Lucy Koh, Beth Freeman, and Edward Davila of the Northern District of California (2018-2019).

Jeff serves as Treasurer of Bay Area Lawyers for Individual Freedom (“BALIF”), the nation’s oldest association of lesbian, gay, bisexual and transgender (LGBTQI) persons in the field of law, and he is on the board of the BALIF Foundation. He was also selected to serve on the California Lawyers Association Litigation Section Executive Committee. He has published multiple articles in law reviews related to the history of LGBTQ rights. Jeff is a 2015 graduate, *magna cum laude*, of Northwestern University School of Law and Northwestern University Graduate School where he received a J.D. and a Ph.D. in Sociology. While in law school, Jeff served as an Articles Editor of the Northwestern Journal of Law and Social Policy. He received his undergraduate degree, *summa cum laude*, *Phi Beta Kappa*, in Sociology from Brandeis University in 2006.

Awards & Honors

Best Lawyers in America: Ones to Watch, 2023-2024

Rising Star, Northern California Super Lawyers, 2021-2024

Best LGBTQ+ Lawyers Under 40, LGBT Bar Association, 2021

Unity Award, Minority Bar Coalition, 2019

Professional Affiliations

American Association for Justice

Bay Area Lawyers for Individual Freedom, Former Co-chair

BALIF Foundation, Former Treasurer

California Lawyers Association, Litigation Section Executive Committee Advisor

Consumer Attorneys of California

Justice and Diversity Center of the Bar Association of San Francisco, Board Member, Finance Committee

Select Presentations and Articles

Presenter, “Navigating Complex Diversity, Equity and Inclusion Issues in a Rapidly Changing Environment”; Organizer, “Core Skills: Jury Selection”; CLA Litigation & Appellate Summit, May 2023.

Presenter, “An Important Discussion re Civil Rights: Racism, Diversity, Equity, and Inclusion while Surviving COVID-19,” California Lawyers Association Litigation and Appellate Summit, May 2021.

Presenter, “LGBTQ+ Employment Discrimination Claims in Practice,” BALIF CLE Series, February 2021.

Author, “Overdue Protection for LGTBQ Workers,” Trial Magazine, American Association for Justice, September 2020.

Author, “How the Right to be Sexual Shaped the Emergence of LGBT Rights,” 22 U. Pa. J. Const. L. 1389, August 2020.

Author, “Donor Preferences and the Crisis in Public Interest Law,” 57 Santa Clara L. Rev. 43, 2017.

Author, “(No) State Interests in Regulating Gender: How Suppression of Gender Nonconformity Violates Freedom of Speech,” 19 Wm. & Mary J. Women & L. 187, 2013.



Emma MacPhee | Associate

Emma represents plaintiffs harmed by corporate wrongdoing and survivors of sexual assault.

Emma graduated from the University of California, Berkeley School of Law in 2023. While in law school, she was on the Submissions team for the Berkeley Journal of International Law and received a Public Interest and Social Justice Certificate for the pro bono work she pursued during law school. She was a law clerk for the Youth Law Center, where she supported litigation projects related to the juvenile justice and child-welfare systems in California. During law school, she advocated for voting rights, fair electoral maps, and democracy reform with the Political and Election Empowerment Project. As a Clinical Law Student for the International Human Rights Clinic, she researched corporate accountability related to the digital privacy of children. She was also a student researcher for the Human Rights Center at Berkeley Law, where she worked on a research project with the Center for Investigative Reporting that was focused on national access to reproductive rights.

Emma received her undergraduate degree, *magna cum laude*, from New York University in 2018, with majors in International Relations and French. Before law school, Emma worked as an investigative analyst and was responsible for conducting investigations into sex and labor trafficking in New York City.

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Education

University of California at
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2023

New York University, *magna
cum laude*, B.A., 2018

Admissions

California



Jake Seidman | Associate

Jake represents plaintiffs in products liability and mass tort cases focused on redressing harms of corporate wrongdoing.

Jake graduated from Stanford Law School in 2022 with high pro bono distinction and academic awards in torts, state constitutional law, and criminal procedure. While in law school, he worked on briefs for clients in civil and criminal matters before the United States Supreme Court as part of Stanford's Supreme Court Litigation Clinic and served as Special Issues Editor and Lead Online Editor for the *Stanford Journal of Civil Rights & Civil Liberties* and the *Stanford Law & Policy Review*, respectively.

As a student, Jake pursued his abiding interest in state and local government efforts to reimagine law enforcement through affirmative litigation and justice system reforms. As part of the law school's Litigation & Policy Partnership with the Santa Clara County Counsel, he assisted with County consumer protection litigation. He also co-authored a Stanford Criminal Justice Center report on non-police approaches to public safety.

Prior to joining Gibbs Mura, Jake served as a law clerk to Magistrate Judge Sallie Kim in the Northern District of California. He also worked as a Legal Fellow at Public Rights Project, where his work focused on state constitutional litigation combating backlash to local criminal justice reforms.

Jake received his undergraduate degree *magna cum laude* and Phi Beta Kappa from Columbia University, where he double majored in Political Science and Russian Language & Culture. Prior to law school, he worked on jail planning and reforms in the New York City Mayor's Office.

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Education

Stanford Law School, J.D.,
2022

Columbia University, *magna
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Admissions

California



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Education

University of California,
Berkeley School of Law, J.D.,
2023

University of Pennsylvania,
B.A., 2014

Admissions

California

Jennifer Sun | Associate

Jennifer advocates on behalf of consumers primarily in data privacy and data breach class action lawsuits.

Jennifer graduated from the University of California, Berkeley School of Law in 2023. During law school, she explored ways to regulate technology in the public interest at the Electronic Frontier Foundation and the Knight First Amendment Institute at Columbia University. As a Samuelson Law, Technology & Public Policy Clinic student, Jennifer argued before the federal district court in Minnesota in support of the public's right to access court records for electronic surveillance warrants. She also investigated copyright and telecommunications policy as a research assistant to Professors Pamela Samuelson and Tejas Narechania. Jennifer also served on the boards of the *Asian American Law Journal* and the Asian Pacific American Law Students Association.

Before law school, Jennifer was a product manager at Dotdash Meredith and *The Atlantic*, where she worked closely with executives, business partners, and engineers and built a technical understanding of the digital advertising technology behind the open internet.

Jennifer received a B.S. Economics from The Wharton School at the University of Pennsylvania in 2014, where she served as President and Executive Editor of *The Daily Pennsylvanian*.



Wynne Tidwell | Associate

Wynne Tidwell works with consumers harmed by corporate wrongdoing and financial fraud.

Wynne graduated from the University of California, Berkeley School of Law in 2022. In law school, she served as an Editor for the California Law Review and received a Public Interest and Social Justice Certificate. Wynne also directly advocated for veterans affected by military sexual assault or experiencing homelessness through the Veterans Law Practicum.

Additionally, she externed for the District Court for the District of Columbia and for the Consumer Protection Section of the Office of the California Attorney General.

Wynne received her undergraduate degree in Government from the College of William & Mary in 2017 with highest honors. Before law school, Wynne worked in public policy and communications in Washington, D.C.

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Education

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

College of William & Mary, B.A.,
summa cum laude, 2017

Admissions

California



Zeke Wald | Associate

Zeke is dedicated to representing plaintiffs in class action and complex litigation concerning consumers' and workers' rights, products liability, privacy law, and constitutional law. In 2023, he won the California Lawyer Attorney of the Year Award, which recognizes outstanding California lawyers "whose extraordinary work and cases had a major impact on the law."

Zeke graduated from the University of California, Berkeley School of Law in 2021, where he was an Articles editor for the California Law Review, a research assistant for Professor Sean Farhang's work on complex litigation, and an advocate with the East Bay Community Law Center's Community Economic Justice clinic. Zeke also co-founded the Law and Political Economy society, which focuses on bringing students deeper into critical legal theory, and served as a leader of Berkeley's Gun Violence Prevention Project, an organization that supported the Giffords Law Center and the Brady Center's national, state, and local litigation efforts and policy advocacy on behalf of survivors of gun violence.

Zeke received his undergraduate dual degrees in Economics and Psychology from the University of California, Santa Barbara with highest honors. Prior to law school, Zeke worked for a tech startup dedicated to providing consumers with access to objective, unbiased information about products and services, and as a legal secretary at a family law firm focusing on complex parentage and custody cases and assisted reproduction law.

Litigation Highlights

Brooks v. Thomson Reuters Corporation – Zeke is court-appointed class counsel in this data privacy case against Thomson Reuters for its CLEAR product. The lawsuit alleged that Thomson Reuters collected millions of California residents' personal and confidential information and then sold access to it without their knowledge or consent. After the court granted plaintiffs' motion for class certification, the parties reached a class settlement for \$27.5 million and substantial injunctive relief. The court granted final approval of the settlement on February 21, 2025.

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. Zeke was a member of the trial team at the remedies stage and is part of the appellate team defending the Court's judgment in favor of the class. The case is currently on appeal.

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

In re: 3M Combat Arms Earplug Products Liability Litigation – This multi-district litigation concerns allegations that 3M's dual-ended Combat Arms earplugs were defective and caused servicemembers and civilians to develop hearing loss or tinnitus. Zeke is a member of the team supporting the Law, Briefing, and Legal Drafting Committee.

Awards & Honors

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

Presentations and Articles

Author, "Election Law's Efficiency-Convergence Dilemma," October 2020

Author, "Driving in the Rearview: Looking Forward by Looking Back," The Law and Political Economy Society at Berkeley Law Blog, March 2020

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Education

University of California at
Berkeley, Berkeley Law, J.D.,
2021

University of California at Santa
Barbara, B.A., highest honors,
2016

Admissions

California



Tayler Walters | Associate

Tayler works with employees and consumers in mass arbitrations and mass torts to combat unfair business practices by corporations. She represents gig workers who have been misclassified and denied fair pay and consumers whose personal information has been compromised in large-scale data breaches. Tayler specializes in developing scalable systems to improve client communication and legal processes so her case teams can provide high quality representation to over 50,000 clients.

Previously, she coordinated case management and client outreach efforts for hundreds of lawsuits against dozens of national banks who have charged customers improper overdraft fees. Her efforts helped recover millions of dollars for bank customers across the country.

Before Gibbs Mura, Tayler worked in a plaintiff's law firm advocating for consumers in a range of areas, including personal injury, product liability, premises liability, employment law, and elder abuse. Tayler is a 2020 graduate, *magna cum laude*, of the University of San Francisco School of Law. In law school, she served on the Moot Court Board where she coached her fellow students and competed in the National Appellate Advocacy Competition. Tayler received a Merit Scholarship, earned CALI awards for receiving the highest grade in Professional Responsibility and in Contracts Law, and externed for California Supreme Court Chief Justice Tani Cantil-Sakauye.

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Education

University of San Francisco
School of Law, J.D., *magna cum laude*, 2020

University of Colorado
Boulder, B.A., 2017

Admissions

California



Dorry Gardner | Staff Attorney

Dorry reviews and researches documents for e-discovery in a wide range of complex class actions cases involving products liability and mass torts. She is highly experienced in review for e-discovery in cases concerning various issues, including breach of contract, securities, antitrust civil and regulatory matters, and FCPA investigations.

Dorry attended law school at Fordham University, where she was Stein Scholar for public interest law and recipient of the esteemed Archibald R. Murray award as servant for social justice.

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Education

Fordham School of Law, J.D.

Admissions

New York



Sierra Morris | Staff Attorney

Sierra advocates for consumers harmed by corporate misconduct in class action litigation. She coordinates case management and client outreach efforts for lawsuits against dozens of banks and credit unions who have charged customers improper overdraft fees.

Prior to joining Gibbs Mura, Sierra worked at a leading plaintiff-side firm on matters ranging from securities fraud to holding corporations accountable for injuries caused by environmental hazards.

Sierra graduated from Tulane University Law School in 2020 with a certificate in International and Comparative Law and a CALI award in International Protection of Human Rights. While there, she was a student attorney in the Juvenile Law Clinic, an executive board member of the Public Interest Law Foundation, and a research assistant for Professor David Katner's work on child abuse. She also worked as a law clerk at the ACLU Foundation of Louisiana on issues including immigration, prison reform and the First Amendment, and as a legal volunteer for several other non-profit organizations.

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Education

Tulane University Law School,
J.D., 2020

College of Charleston, B.A.,
2016

Admissions

District of Columbia



Alyssa Prothero | Staff Attorney

Alyssa works on class action and complex litigation cases involving privacy law, workers' rights, and consumer protection.

Alyssa attended law school at the Quinnipiac University School of Law where she graduated *cum laude* in 2018. While in law school, Alyssa served as the Executive Managing Editor for the Quinnipiac Probate Law Journal. Alyssa also worked for the Quinnipiac Tax Clinic as a legal intern where she helped low-income individuals with tax disputes against the IRS and the Connecticut Department of Revenue Services. For her interest in tax law and her work with the Tax Clinic, she received awards for Excellence in Tax Controversy and Excellence in Clinical Work.

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Education

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

Virginia Tech, B.A., *summa cum laude*, 2015

Admissions

Connecticut

Washington

After law school, Alyssa was a Legal Research Law Clerk for the Superior Court of Connecticut. While working for the Superior Court, Alyssa worked on a variety of cases with issues that included employment discrimination, premises liability, foreclosures, class certification, and governmental and sovereign immunity.

Alyssa completed her undergraduate degree, *summa cum laude* and Phi Beta Kappa, from Virginia Tech in 2015. She majored in Psychology and had minors in Sociology and Political Science.

SIGNIFICANT RECOVERIES

Some examples of the cases in which our lawyers played a significant role are described below:

Deceptive Marketing

Hyundai and Kia Fuel Economy Litigation, No. 2:13-md-2424 (C.D. Cal.). In a lawsuit alleging false advertising of vehicle fuel efficiency, the court appointed Eric Gibbs as liaison counsel. Mr. Gibbs regularly reported to the Court, coordinated a wide-ranging discovery process, and advanced the view of plaintiffs seeking relief under the laws of over twenty states. Ultimately Mr. Gibbs helped negotiate a revised nationwide class action settlement with an estimated value of up to \$210 million. The Honorable George H. Wu wrote that Mr. Gibbs had “efficiently managed the requests from well over 20 different law firms and effectively represented the interests of Non-Settling Plaintiffs throughout this litigation. This included actively participating in revisions to the proposed settlement in a manner that addressed many weaknesses in the original proposed settlement.”

In re Mercedes-Benz Tele Aid Contract Litigation, MDL No. 1914, No. 07-cv-02720 (D.N.J.). Gibbs Mura attorneys and co-counsel served as co-lead class counsel on behalf of consumers who were not told their vehicles’ navigation systems were on the verge of becoming obsolete. Counsel successfully certified a nationwide litigation class, before negotiating a settlement valued between approximately \$25 million and \$50 million. In approving the settlement, the court acknowledged that the case “involved years of difficult and hard-fought litigation by able counsel on both sides” and that “the attorneys who handled the case were particularly skilled by virtue of their ability and experience.”

In re Providian Credit Card Cases, JCCP No. 4085 (Cal. Super. Ct. San Francisco Cty). Mr. Gibbs played a prominent role in this nationwide class action suit brought on behalf of Providian credit card holders. The lawsuit alleged that Providian engaged in unlawful, unfair and fraudulent business practices in connection with the marketing and fee assessments for its credit cards. The Honorable Stuart Pollack approved a \$105 million settlement, plus injunctive relief—one of the largest class action recoveries in the United States arising out of consumer credit card litigation.

In re Hyundai and Kia Horsepower Litigation, No. 02CC00287 (Cal. Super. Ct. Orange Cty). In a class action on behalf of U.S. Hyundai and Kia owners and lessees, contending that Hyundai advertised false horsepower ratings in the United States, attorneys from Gibbs Mura negotiated a class action settlement valued at between \$75 million and \$125 million which provided owners nationwide with cash payments and dealer credits.

Skold v. Intel Corp., No. 1-05-cv-039231 (Cal. Super. Ct. Santa Clara Cty.). Gibbs Mura attorneys represented Intel consumers through a decade of hard-fought litigation, ultimately certifying a nationwide class under an innovative “price inflation” theory and negotiating a settlement that provided refunds and \$4 million in cy pres donations. In approving the settlement, Judge Peter Kirwan wrote: “It is abundantly clear that Class Counsel invested an incredible amount of time and costs in a case which lasted approximately 10 years with no guarantee that they would prevail.... Simply put, Class Counsel earned their fees in this case.”

Steff v. United Online, Inc., No. BC265953 (Cal. Super. Ct. Los Angeles Cty.). Mr. Gibbs served as lead counsel in this nationwide class action suit brought against NetZero, Inc. and its parent, United Online, Inc., by former NetZero customers. Plaintiffs alleged that defendants falsely advertised their internet service as unlimited and guaranteed for a specific period of time. The Honorable Victoria G. Chaney of the Los Angeles Superior Court granted final approval of a settlement that provided full refunds to customers whose services were cancelled and which placed restrictions on Defendants’ advertising.

Khaliki v. Helzberg's Diamond Shops, Inc., No. 11-cv-00010 (W.D. Mo.). Gibbs Mura attorneys and co-counsel represented consumers who alleged deceptive marketing in connection with the sale of princess-cut diamonds. The firms achieved a positive settlement, which the court approved, recognizing “that Class Counsel provided excellent representation” and achieved “a favorable result relatively early in the case, which benefits the Class while preserving judicial resources.” The court went on to recognize that “Class Counsel faced considerable risk in pursuing this litigation on a contingent basis, and obtained a favorable result for the class given the legal and factual complexities and challenges presented.”

Defective Products

In re Pacific Fertility Center Litigation, Case No. 3:18-cv-01586 (N.D. Cal). Gibbs Mura attorneys served as co-lead trial counsel in an almost three-week trial on behalf of several patients who tragically lost eggs and embryos in a catastrophic cryo-preservation tank failure at San Francisco’s Pacific Fertility Center in 2018. The jury found cryogenic tank manufacturer, Chart Inc., liable on all claims, determining that the tank contained manufacturing and design defects, and that Chart had negligently failed to recall or retrofit the tank’s controller, despite having known for years that the controller model was prone to malfunction. For each claim, the jury found that the deficiency was a substantial factor in causing harm to the plaintiffs, and the jury awarded \$14.975 million in aggregate damages. The trial addressed claims for four families and was the first trial in consolidated litigation that included claims for over 150 families, with five additional trials for 25 more families scheduled for 2022 and 2023. All cases in the consolidated federal litigation were settled in early 2023. Claims against the IVF clinic and its laboratory were pursued separately through arbitration and settled in 2022.

In re: American Honda Motor Co., Inc., CR-V Vibration Marketing and Sales Practices Litigation, No. 2:15-md-02661 (S.D. Ohio) Gibbs Mura attorneys served as co-lead counsel in this multidistrict litigation on behalf of Honda CR-V owners who complained that their vehicles were vibrating excessively. After several lawsuits had been filed, Honda began issuing repair bulletins, setting forth repairs to address the vibration. Honda did not publicize the repairs well and as a result, Plaintiffs’ alleged many CR-V owners and lessees—including those who had previously been told that repairs were unavailable—continued to experience the vibration. In early 2018, the parties negotiated a comprehensive settlement to resolve the multidistrict litigation on a class-wide basis. The settlement ensured that all affected vehicle owners were made aware of the free warranty repairs, including requiring Honda to proactively reach out to CR-V owners and dealers in several ways to publicize the repair options available.

Glenn v. Hyundai Motor America, Case No. 8:15-cv-02052 (C.D. Cal.). Gibbs Mura attorneys represented drivers from six states who alleged their vehicles came with defective sunroofs that could shatter without warning. The case persisted through several years of fiercely contested litigation before resolving for a package of class-wide benefits conservatively valued at over \$30 million. In approving the settlement, U.S. District Court Judge David O. Carter praised the resolution: “[T]his is an extraordinarily complex case and an extraordinarily creative solution.

Amborn et al. v. Behr Process Corp., No. 17-cv-4464 (N.D. Ill.) Gibbs Mura served as co-lead counsel in this coordinated lawsuit against Behr and Home Depot alleging that Behr's DeckOver deck resurfacing product is prone to peeling, chipping, bubbling, and degrading soon after application. The team negotiated a class-wide settlement, which provided class members who submitted claims with 1) a refund for their purchase; and 2) substantial compensation for money spent removing DeckOver or repairing their deck. The settlement was granted final approval on December 19, 2018.

In re Hyundai Sonata Engine Litigation, Case No. 5:15-cv-01685 (N.D. Cal.). Gibbs Mura attorneys served as court-appointed co-lead class counsel on behalf of plaintiffs who alleged their 2011-2014 Hyundai Sonatas suffered premature and catastrophic engine failures due to defective rotating assemblies. We negotiated a comprehensive settlement providing for nationwide recalls, warranty extensions, repair reimbursements, and compensation for class members who had already traded-in or sold their vehicles at a loss. The average payment to class members exceeded \$3,000.

Sugarman v. Ducati North America, Inc., No. 10-cv-05246 (N.D. Cal.). Gibbs Mura attorneys served as class counsel on behalf of Ducati motorcycle owners whose fuel tanks on their motorcycles degraded and deformed due to incompatibility with the motorcycles' fuel. In January 2012, the Court approved a settlement that provided an extended warranty and repairs, writing, "The Court recognizes that class counsel assumed substantial risks and burdens in this litigation. Representation was professional and competent; in the Court's opinion, counsel obtained an excellent result for the class."

Parkinson v. Hyundai Motor America, No. 06-cv-00345 (C.D. Cal.). Gibbs Mura attorneys served as class counsel in this class action featuring allegations that the flywheel and clutch system in certain Hyundai vehicles was defective. After achieving nationwide class certification, our lawyers negotiated a settlement that provided for reimbursements to class members for their repairs, depending on their vehicle's mileage at time of repair, from 50% to 100% reimbursement. The settlement also provided full reimbursement for rental vehicle expenses for class members who rented a vehicle while flywheel or clutch repairs were being performed. After the settlement was approved, the court wrote, "Perhaps the best barometer of ... the benefit obtained for the class ... is the perception of class members themselves. Counsel submitted dozens of letters from class members sharing their joy, appreciation, and relief that someone finally did something to help them."

Browne v. Am. Honda Motor Co., Inc., No. 09-cv-06750 (C.D. Cal.). Gibbs Mura attorneys and co-counsel represented plaintiffs who alleged that about 750,000 Honda Accord and Acura TSX vehicles were sold with brake pads that wore out prematurely. We negotiated a settlement in which improved brake pads were made available and class members who had them installed could be reimbursed. The settlement received final court approval in July 2010 and provided an estimated value of \$25 million.

In re General Motors Dex-Cool Cases., No. HG03093843 (Cal. Super Ct. Alameda Cty). Gibbs Mura attorneys served as co-lead counsel in these class action lawsuits filed throughout the country, where plaintiffs alleged that General Motors' Dex-Cool engine coolant damaged certain vehicles' engines, and that in other vehicles, Dex-Cool formed a rusty sludge that caused vehicles to overheat. After consumer classes were certified in both Missouri and California, General Motors agreed to cash payments to class members nationwide. On October 27, 2008, the California court granted final approval to the settlement.

In re iPod Cases, JCCP No. 4355 (Cal. Super. Ct. San Mateo Cty). Mr. Gibbs, as court appointed co-lead counsel, negotiated a settlement that provided warranty extensions, battery replacements, cash payments, and store credits for class members who experienced battery failure. In approving the settlement, the Hon. Beth L. Freeman said that the class was represented by "extremely well qualified" counsel who negotiated a "significant and substantial benefit" for the class members.

Roy v. Hyundai Motor America, No. 05-cv-00483 (C.D. Cal.). Gibbs Mura attorneys served as co-lead counsel in this nationwide class action suit brought on behalf of Hyundai Elantra owners and lessees, alleging that an air bag system in vehicles was defective. Our attorneys helped negotiate a settlement whereby Hyundai agreed to repair the air bag systems, provide reimbursement for transportation expenses, and administer an alternative dispute resolution program for trade-ins and buy-backs. In approving the settlement, the Honorable Alicemarie H. Stotler presiding, described the settlement as "pragmatic" and a "win-win" for all involved.

Velasco v. Chrysler Group LLC (n/k/a FCA US LLC), No. 2:13-cv-08080 (C.D. Cal.). In this class action, consumers alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. Gibbs Mura attorneys and their co-counsel defeated the majority of Chrysler's motion to dismiss and engaged in extensive deposition and document discovery. In 2015, the parties reached a settlement contingent on Chrysler initiating a recall of hundreds of thousands of vehicles, reimbursing owners for past repairs, and extending its warranty for the repairs conducted through the recall. When he granted final settlement approval, the Honorable Dean D. Pregerson acknowledged that the case had been "hard fought" and "well-litigated by both sides."

Edwards v. Ford Motor Co., No. 11-cv-1058 (S.D. Cal.). This lawsuit alleged that Ford sold vehicles despite a known safety defect that caused them to surge into intersections, through crosswalks, and up on to curbs. The litigation twice went to the U.S. Court of Appeals for the Ninth Circuit, with plaintiff prevailing in both instances. In the first instance, the appellate court reversed the trial court's denial of class certification. In the second, the Ninth Circuit affirmed the ruling below that plaintiff's efforts had generated free repairs, reimbursements, and extended warranties for the class.

Sanborn, et al. v. Nissan North America, Inc., No. 00:14-cv-62567 (S.D. Fla.). Gibbs Mura litigated this action against a vigorous defense for two years, seeking relief for Nissan Altima owners whose dashboards were melting into a sticky, shiny, gooey surface that they alleged caused a substantial and dangerous glare. After largely prevailing on a motion to dismiss, Gibbs Mura attorneys and their co-counsel prepared the case to the brink of trial, reaching a settlement just ten days before the scheduled trial start. The settlement allowed class members to obtain steeply discounted dashboard replacements and reimbursement toward prior replacement costs.

Bacca v. BMW of N. Am., No. 2:06-cv-6753 (C.D. Cal.) In a class action alleging that BMW vehicles suffered from defective sub-frames, we negotiated a settlement with BMW in which class members nationwide received full reimbursement for prior sub-frame repair costs as well as free nationwide inspections and program.

Antitrust and Unfair Business Practices

In re: Wells Fargo Collateral Protection Insurance Litigation, MDL Case No.: 8:17-ML-2797 (C.D. Cal.). Eric Gibbs was appointed to the three-firm Plaintiffs' Steering Committee in this multi-district litigation on behalf of consumers who took out car loans from Wells Fargo and were charged for auto insurance they did not need. The parties announced a proposed settlement of at least \$393.5 million for affected consumers and the Court granted final approval in November 2019.

In re TFT-LCD (Flat Panel) Antitrust Litigation, MDL 1827 (N.D. Cal.). Gibbs Mura attorneys were among the team serving as liaison counsel in this multi-district antitrust litigation against numerous TFT-LCD (Flat Panel) manufacturers alleging a conspiracy to fix prices, which has achieved settlements of more than \$400 million to date.

In re Natural Gas Antitrust Cases I, II, III and IV, JCCP No. 4221 (Cal. Super. Ct. San Diego Cty). Gibbs Mura attorneys served in a leadership capacity in this coordinated antitrust litigation against numerous natural gas companies for manipulating the California natural gas market, which has achieved settlements of nearly \$160 million.

Beaver v. Tarsadia Hotels, No. 11-cv-1842 (S.D. Cal.); Gibbs Mura attorneys served as co-lead counsel representing buyers of San Diego Hard Rock Hotel condominium units in this class action lawsuit against real estate developers concerning unfair competition claims. The lawsuit settled for \$51.15 million.

LLE One, LLC et al. v. Facebook, Inc., No. 4:16-cv-6232 (N.D. Cal.); Gibbs Mura attorneys represent small businesses and other advertisers in a class action lawsuit alleging that Facebook overstated its metrics for the average time spent watching video ads on its platform. The Court granted final approval to a \$40 million class action settlement on June 26, 2020.

Hernandez v. Wells Fargo Bank, N.A., No. 3:18-cv-07354-WHA (N.D. Cal.); Gibbs Mura attorneys served as court-appointed co-lead counsel representing a certified class of more than 1,200 home mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million. Class members received significant compensation payments of up to \$120,000.

In re LookSmart Litigation, No. 02-407778 (Cal. Super. Ct. San Francisco Cty). This nationwide class action suit was brought against LookSmart, Ltd. on behalf of LookSmart's customers who paid an advertised "one time payment" to have their web sites listed in LookSmart's directory, only to be later charged additional payments to continue service. Plaintiffs' claims included breach of contract and violation of California's consumer protection laws. On October 31, 2003, the Honorable Ronald M. Quidachay granted final approval of a nationwide class action settlement providing cash and benefits valued at approximately \$20 million.

Lehman v. Blue Shield of California, No. CGC-03-419349 (Cal. Super. Ct. S.F. Cty.). In this class action lawsuit alleging that Blue Shield engaged in unlawful, unfair and fraudulent business practices when it modified the risk tier structure of its individual and family health care plans, Gibbs Mura attorneys helped negotiate a \$6.5 million settlement on behalf of former and current Blue Shield subscribers residing in California. The Honorable James L. Warren granted final approval of the settlement in March 2006.

Wixon v. Wyndham Resort Development Corp., No. 07-cv-02361 (N.D. Cal.). Gibbs Mura attorneys served as class and derivative counsel in this litigation brought against a timeshare developer and the directors of a timeshare corporation for violations of California state law. Plaintiffs alleged that the defendants violated their fiduciary duties as directors by taking actions for the financial benefit of the timeshare developer to the detriment of the owners of timeshare interests. On September 14, 2010, Judge White granted approval of a settlement of the plaintiffs' derivative claims.

Berrien, et al. v. New Raintree Resorts, LLC, et al., No. 10-cv-03125 (N.D. Cal.). Gibbs Mura attorneys filed this class action on behalf of timeshare owners, challenging the imposition of unauthorized special assessment fees. On November 15, 2011, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On March 13, 2012, the Court issued its Final Class Action Settlement Approval Order and Judgment, approving the proposed settlement.

Benedict, et al. v. Diamond Resorts Corporation, et al., No. 12-cv-00183 (D. Hawaii). In this class action on behalf of timeshare owners, Gibbs Mura attorneys represented plaintiffs challenging the imposition of an unauthorized special assessment fee. On November 6, 2012, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On June 6, 2013, the Court approved the settlement.

Allen Lund Co., Inc. v. AT&T Corp., No. 98-cv-1500 (C.D. Cal.). This class action lawsuit was brought on behalf of small businesses whose long-distance service was switched to Business Discount Plan, Inc. Gibbs Mura attorneys served as class counsel and helped negotiate a settlement that provided full cash refunds and free long-distance telephone service.

Mackouse v. The Good Guys - California, Inc., No. 2002-049656 (Cal. Super Ct. Alameda Cty). This nationwide class action lawsuit was brought against The Good Guys and its affiliates alleging violations of the Song-Beverly Warranty Act and other California consumer statutes. The Plaintiff alleged that The Good Guys failed to honor its service contracts, which were offered for sale to customers and designed to protect a customer's purchase after the manufacturer's warranty expired. In May 9, 2003, the Honorable Ronald M. Sabraw granted final approval of a settlement that provides cash refunds or services at the customer's election.

Mitchell v. Acosta Sales, LLC, No. 11-cv-01796 (C.D. Cal. 2011). Gibbs Mura attorneys and co-counsel served as class counsel representing Acosta employees who alleged that they were required to work off-the-clock and were not reimbursed for required employment expenses. We helped negotiate a \$9.9 million settlement for merchandiser employees who were not paid for all the hours they worked. The Court granted final approval of the settlement in September 2013.

Rubaker v. Spansion, LLC, No. 09-cv-00842 (N.D. Cal. 2009). Gibbs Mura attorneys and co-counsel filed a class action lawsuit on behalf of former Spansion employees that alleged that the company had failed to provide terminated employees from California and Texas with advance notice of the layoff, as required by the Workers Adjustment and Retraining Notification Act (WARN Act). The bankruptcy court approved the class action settlement we and co-counsel negotiated in 2010. The settlement was valued at \$8.6 million and resulted in cash payments to the former employees.

Securities and Financial Fraud

Deora v. NantHealth, No. 2:17-cv-1825 (C.D. Cal.) – Gibbs Mura served as Co-lead Counsel for certified classes of investors in litigation alleging violations of federal securities laws related to the healthcare technology company's statements in connections with its initial public offering in 2016 and afterward. In September 2020, the Court granted final approval to a \$16.5 million class action settlement.

In re Peregrine Financial Group Customer Litigation, No. 12-cv-5546 (N.D. Ill.). Mr. Stein was among the attorneys serving as co-lead counsel for futures and commodities investors who lost millions of dollars in the collapse of Peregrine Financial Group, Inc. Through several years of litigation, counsel helped deliver settlements worth more than \$75 million from U.S. Bank, N.A., and JPMorgan Chase Bank, N.A.

In re Chase Bank USA, N.A. "Check Loan" Contract Litigation, No. 09-2032 (N.D. Cal.). Gibbs Mura attorneys and counsel from several firms led this nationwide class action lawsuit alleging deceptive marketing and loan practices by Chase Bank USA, N.A. After a nationwide class was certified, U.S. District Court Judge Maxine M. Chesney granted final approval of a \$100 million settlement on behalf of Chase cardholders.

Mitchell v. American Fair Credit Association, No. 785811-2 (Cal. Super. Ct. Alameda Cty); ***Mitchell v. Bankfirst, N.A.***, No. 97-cv-01421 (N.D. Cal.). This class action lawsuit was brought on behalf of California members of the American Fair Credit Association (AFCA). Plaintiffs alleged that AFCA operated an illegal credit repair scheme. The Honorable James Richman certified the class and appointed the firm as class counsel. In February 2003, Judge Ronald Sabraw of the Alameda County Superior Court and Judge Maxine Chesney of the U.S. District Court for the Northern District of California granted final approval of settlements valued at over \$40 million.

Data Breach and Privacy

Brooks et al. v. Thomson Reuters Corporation, Case No. 21-cv-01418-EMC (N.D. Cal.) Gibbs Mura attorneys serve as court-appointed class counsel in this data privacy case against Thomson Reuters for its CLEAR product. The lawsuit alleged that Thomson Reuters collected millions of California residents' personal and confidential information and then sold access to it without their knowledge or consent. After the court granted plaintiffs' motion for class certification, the parties reached a class settlement for \$27.5 million and substantial injunctive relief. The court granted final approval of the settlement on February 21, 2025.

In re Equifax, Inc. Customer Data Security Breach Litig., MDL No. 2800, No. 1:17-md-2800 (N.D. Ga.) Gibbs Mura attorneys served on the Plaintiffs' Executive Committee in this nationwide class action stemming from a 2017 data breach that exposed social security numbers, birth dates, addresses, and in some cases, credit card numbers of more than 147 million consumers. On January 13, 2020, the Court granted final approval to a settlement valued at \$1.5 billion. Gibbs Mura attorneys played an integral role in negotiating key business practice changes, including overhauling Equifax's handling of consumers' personal information and data security.

In re Anthem, Inc. Data Breach Litig., MDL No. 2617, No. 15-md-02617 (N.D. Cal.). Gibbs Mura attorneys served as part of the four-firm leadership team in this nationwide class action stemming from the largest healthcare data breach in history affecting approximately 80 million people. On August 15, 2018, the Court granted final approval to a \$115 million cash settlement.

In re: Vizio, Inc. Consumer Privacy Litigation, MDL No. 8:16-ml-02963 (C.D. Cal.). Gibbs Mura attorneys served as co-lead counsel in this multi-district lawsuit alleging that Vizio collected and sold data about consumers' television viewing habits and their digital identities to advertisers without consumers' knowledge or consent. Counsel achieved an important ruling on the application of the Video Privacy Protection Act (VPPA), a 1988 federal privacy law, which had never been extended to television manufacturers. The firm negotiated a settlement providing for class-wide injunctive relief transforming the company's data collection practices, as well as a \$17 million fund to compensate consumers who were affected. In granting preliminary approval, Judge Josephine Staton stated, "I'm glad I appointed all of you as lead counsel, because -- it probably is the best set of papers I've had on preliminary approval." She also noted "[E]very class member will benefit from the injunctive relief." On July 31, 2019, the Court granted final approval of the settlement.

In re Adobe Systems Inc. Privacy Litig., No. 13-cv-05226 (N.D. Cal.). In this nationwide class action stemming from a 2013 data breach, attorneys from Gibbs Mura served as lead counsel on behalf of the millions of potentially affected consumers. Counsel achieved a landmark ruling on Article III standing (which has since been relied upon by the Seventh Circuit Court of Appeals and other courts) and then went on to negotiate a settlement requiring Adobe to provide enhanced security relief—including the implementation and maintenance of enhanced intrusion detection, network segmentation, and encryption.

Whitaker v. Health Net of Cal., Inc., et al., No. 11-cv-00910 (E.D. Cal.); ***Shurtleff v. Health Net of Cal., Inc.***, No. 34-2012-00121600 (Cal. Super Ct. Sacramento Cty). Gibbs Mura attorneys served as co-lead counsel in this patient privacy case. On June 24, 2014, the court granted final approval of a settlement that provided class members with credit monitoring, established a \$2 million fund to reimburse consumers for related identity theft incidents, and instituted material upgrades to and monitoring of Health Net's information security protocols.

Smith v. Regents of the University of California, San Francisco, No. RG-08-410004 (Cal. Super Ct. Alameda Cty). Gibbs Mura attorneys represented a patient who alleged that UCSF's disclosure of its patients' medical data to outside vendors violated California medical privacy law. The firm succeeded in negotiating improvements to UCSF's privacy procedures on behalf of a certified class of patients of the UCSF medical center. In approving the stipulated permanent injunction, Judge Stephen Brick found that "plaintiff Smith has achieved a substantial benefit to the entire class and the public at large."

Mass Tort

In re Actos Pioglitazone-Products Liability Litigation, No. 6:11-md-2299 (W.D. La.). Gibbs Mura partners represented individuals who were diagnosed with bladder cancer after taking the oral diabetic drug Actos. The federal litigation resulted in a \$2.37 billion settlement.

In re Yasmin and Yaz (Drospirenone) Marketing, Sales, Practices and Products Liability Litigation, MDL No. 2385, No. 3:09-md-02100 (S.D. Ill.). Gibbs Mura attorneys represented women throughout the country who suffered serious side effects after taking Yaz, Yasmin and Ocella birth control. The federal litigation resulted in settlements worth approximately \$1.6 billion.

In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation, MDL No. 2385, No. 3:12-md-02385 (S.D. Ill.), Gibbs Mura attorneys represented patients who suffered irreversible internal bleeding after taking Pradaxa blood thinners. Lawsuit resolved for settlements of approximately \$650 million.

Sexual Assault Litigation

A.B. v. Regents of the University of California No. 2:20-cv-9555 (C.D. Cal.) – Gibbs Mura represents former patients of UCLA OB-GYN Dr. James Heaps in a class action lawsuit alleging assault, abuse and harassment violations, and accusing UCLA of failing to protect patients after first becoming aware of the doctor's misconduct. Final settlement approval was granted on November 10, 2021, providing \$73 million in compensation to former patients of Dr. Heaps as well as requiring a series of business practice reforms by UCLA for better handling of sexual assault investigations and practices going forward. The settlement is innovative for its flexible, tiered, trauma-informed approach, which allowed women to choose their own level of engagement in a non adversarial process.

Government Reform

Paeste v. Government of Guam, No. 11-cv-0008 (D. Guam); Gibbs Mura attorneys and co-counsel served as Class Counsel in litigation alleging the Government of Guam had a longstanding practice of delaying tax refunds for years on end, with the Government owing over \$200 million in past due refunds. After certifying a litigation class, Plaintiffs prevailed on both of their claims at the summary judgment stage, obtaining a permanent injunction that reformed the government's administration of tax refunds. The judgment and injunction were upheld on appeal in a published decision by the Ninth Circuit. *Paeste v. Gov't of Guam*, 798 F.3d 1228 (9th Cir. 2015).