IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI WESTERN DIVISION

CHRISTOPHER Y. MEEK, Individually and)
On Behalf Of All Others Similarly Situated,)
)
Plaintiff,) Case No. 4:19-cv-472-BI
)
VS.)
)
KANSAS CITY LIFE INSURANCE COMPANY,)
5 6 1)
Defendant.)

PLAINTIFF'S MOTION TO APPROVE AND DISSEMINATE CLASS NOTICE

Plaintiff Christopher Y. Meek ("Plaintiff") hereby moves the Court for an order approving proposed Notice of Class Action Lawsuit in a form substantially identical to Exhibit A attached to this filing, 1 and further requests that the Court approve the plan of notice described below. Plaintiff has met and conferred with Defendant Kansas City Life Insurance Company ("KC Life") regarding the language of the proposed notice attached at Exhibit A, which the parties agree to substantially in form. The parties have a disagreement as to one limited issue as it relates to the language in the proposed notice, which is identified below.

In accordance with Rule 23 and the recommendations of the Federal Judicial Center ("FJC"), the proposed notice is written in "plain, easily understood language." The notice satisfies

¹ In its February 7, 2022 Order Granting in Part Plaintiff's Motion for Class Certification (Doc. 136), the Court notes Plaintiff's request that Stueve Siegel Hanson LLP and Miller Schirger LLC, be designated class counsel (Doc. 136 at 4); however, the Court later identifies only Stueve Siegel Hanson LLP as class counsel, omitting Miller Schirger LLC (*see* Doc. 136 at 25). Plaintiff assumes the omission was inadvertent and going forward Miller Schirger LLC will serve as class counsel along with Stueve Siegel Hanson LLP and has therefore identified both firms as class counsel in Paragraph 14 of the attached notice. Miller Schirger's extensive experience in class actions involving life insurance cases is outlined in Doc. 64-2. Should the Court require a formal motion to amend the Order, Plaintiff will proceed as directed by the Court. In addition, the parties anticipate the administrator may make non-substantive stylistic and formatting changes upon receipt of the final, approved notice.

all requirements of the rule, *see* Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii), and contains all information necessary "to enable class members to make an informed decision about their participation." David F. Herr, Annotated Manual for Complex Litigation, Fourth ("Manual") § 21.311 (rev. 2019). The notice accurately describes this Court's certification order using neutral language and explains the class members' options and rights at this stage of the litigation. The notice also sets out a procedure for class members to opt out of the Class. The opt-out procedure is straightforward, requiring a letter mailed to the class administrator and/or uploaded to the class website within the opt-out period of the notice being sent with minimal information required to identify the excluded policy owner.

Moreover, consistent with the requirement of "the best notice that is practicable under the circumstances," including by "individual notice to all members who can be identified through reasonable effort," *see* Fed. R. Civ. P. 23(c)(2)(B), The parties propose individual notice by first-class, direct mail using KC Life's policy owner records. The parties also propose creation of a website for the litigation where the notice, pleadings, relevant orders, and additional information about the claims will be posted and made available for review. Plaintiff has retained Analytics, LLC to distribute the class notice, maintain the class website, process opt-out requests, and provide follow-up reports to the Court.

PROCEDURAL HISTORY

On February 7, 2022, the Court granted Plaintiff's motion for class certification, certifying a class of:

All persons who own or owned a Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LewerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96) life insurance policy issued or

administered by KC Life, or its predecessors in interest, that was active on or after January 1, 2002, and purchased the life insurance policy while domiciled in Kansas.

Excluded from the Class are: KC Life; any entity in which KC Life has a controlling interest; any of the officers, directors, employees, or sales agents of KC Life; the legal representatives, heirs, successors, and assigns of KC Life; anyone employed with Plaintiff's counsel's firms; and any Judge to whom this case is assigned, and his or her immediate family.

Dkt. 136.

Plaintiff contends the Class includes the policies KC Life's data reflects were issued in Kansas. These Kansas policyholders are readily identifiable from KC Life's files under the "Issued State" field, which lists the state KC Life issued the policy (in this case, the "Issued State" field would be "KS"). In contrast, KC Life contends the language "purchased while domiciled in Kansas" limits the Class to those policyholders for whom KC Life's data reflects were issued a policy in Kansas with the additional requirement that the application reflect that the applicant "was domiciled in the state of Kansas" at the time of purchase, meaning the Class would not include a policyholder who was issued a Kansas policy if the policyholder's application listed a non-Kansas address at the time of purchase. KC Life has taken no steps to confirm whether its "issue state" data appropriately reflects the domicile address of the applicant at the time of purchase or merely the location of the purchase. If the Court adopts KC Life's reading, Plaintiff respectfully requests that KC Life be ordered to produce the policy applications for all policyholders, regardless of state, so that the parties can identify all policyholders with Kansas addresses at the time of policy application. For instance, it is possible that servicemembers domiciled in Kansas were issued "EU" policies or purchased their policies in Kansas City, Missouri.

With the above in mind, the parties disagree as to certain language in the proposed notice. For example, Plaintiff proposes the notice state KC Life's records indicate the class member is the current or former owner of a KC Life policy "issued" in Kansas; whereas, KC Life contends the

language should be "purchased while domiciled" in Kansas. *See* Ex. A at Cover Page; *see also id.* at p. 1, p. 2 at Question 1.

ARGUMENT

I. LEGAL STANDARD

Rule 23(c)(2)(B) requires that "[f]or any class certified under Rule 23(b)(3) . . . the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B); see also Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 811-12 (1985) (holding that the Due Process Clause requires notice and an opt-out opportunity in (b)(3) cases); see generally Wright & Miller, 7AA Fed. Prac. & Proc. Civ. § 1786 (3d ed.). Ordinarily, notice "should be given promptly after the certification order is issued." Manual § 21.311. District courts have "broad power and discretion vested in them by [Rule 23]" in determining the parameters of appropriate class notice. See Reiter v. Sonotone Corp., 442 U.S. 330, 345 (1979). The contents of the notice must be clear and concise and contain the following elements in "plain, easily understood language":

- (i) the nature of the action;
- (ii) the definition of the class certified;
- (iii) the class claims, issues, or defenses;
- (iv) that a class member may enter an appearance through an attorney if the member so desires;
 - (v) that the court will exclude from the class any member who requests exclusion;
 - (vi) the time and manner for requesting exclusion; and
 - (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B). In addition to these textual requirements, a proposed notice should contain relevant information necessary "to enable class members to make an informed decision about their participation." Manual § 21.311; *accord In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1104-05 (5th Cir. 1977) ("Not only must the substantive claims be adequately described but the notice must also contain information reasonably necessary to make a decision to remain a class member and be bound by the final judgment or opt out of the action."). The notice should therefore include "information that a reasonable person would consider to be material in making an informed, intelligent decision of whether to opt out or remain a member of the class and be bound by the final judgment." *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d at 1105.

II. THE COURT SHOULD APPROVE THE PROPOSED NOTICE AND NOTICE PLAN

A. The Proposed Notice Satisfies the Requirements of Rule 23 and Provides Necessary Information for Class Members to Make an Informed Decision.

The proposed notice meets all requirements of Rule 23(c)(2)(B)(i)-(vii) and is written in easy-to-understand language, eschewing legal jargon. First, under subsection (i), the notice describes the nature of Plaintiff's action against KC Life. *See* Ex. A at p. 1, p. 2 at Question 2. Second, under subsection (ii), the class definition is presented in plain language in terms such that any recipient or reader can readily determine if he or she is a class member. *Id.* at p. 4 at Question 9. Third, under subsection (iii), the notice explains the nature of the claims pursued by Plaintiff on behalf of the Class and the defenses asserted by KC Life, as well as referring to the class website where Plaintiff's Complaint and KC Life's Answer will be available. *Id.* at p. 3 at Questions 4-5 & 7. Fourth, under subsection (iv), the notice states that a class member can retain a lawyer at his or her own expense, but that he or she is not required to do so and is represented by Class Counsel. *Id.* at p. 5 at Questions 14-15. Fifth, under subsections (v) and (vi), the notice explains that the Court will exclude anyone who makes a proper request for exclusion and describes the steps

necessary for exclusion from the Class and the applicable deadline. *Id.* at pp. 4-5 at Questions 12-13. Sixth, under subsection (viii), the notice explains that by staying in the Class, any judgment will bind the class member, whether that judgment is favorable or unfavorable to the Class. *Id.* at p. 4 at Question 11. Thus, the proposed notice satisfies each of the textual requirements of Rule 23(c)(2)(B).

Further, the proposed notice provides class members with other relevant information to aid in their decision whether to remain in the Class. The notice describes, in general terms, what a class action is and why the Court certified this case as a class action. *See* Ex. A at p. 2 at Questions 2-3. It discloses that Plaintiff is seeking monetary relief in the form of damages and costs. *Id.* at p. 3 at Question 7; *cf.* Manual § 21.311 ("The notice should . . . describe the relief sought."). And it explains how the case will be tried, that a class member need not attend trial, and how a class member can share in any recovery. *See* Ex. A at pp. 4-6 at Questions 11, 17-18. These are all topics suggested by the FJC in its model forms.²

The proposed notice is written from a neutral standpoint; more than once, it "emphasiz[es] that the court has not ruled on the merits." Manual § 21.311; *see*, *e.g.*, Ex. A at p. 3 at Question 6. It also provides neutral, objectively accurate information about the consequences of opting out or remaining in the Class. *See generally id.* Importantly, the notice "explain[s] [the] risks and benefits of retaining class membership and opting out" so that class members can make an informed decision. Manual § 21.311. It describes, in language similar to that on the FJC model forms, the consequences of doing nothing and of opting out. Ex. A at p. 4 at Questions 11-12. It also explains

² See, e.g., https://www.fjc.gov/sites/default/files/2016/ClaAct11.pdf at pp. 2-3, 6 at Questions 3-4, 8, 18-19.

³ See, e.g., https://www.fjc.gov/sites/default/files/2016/ClaAct11.pdf at p. 5 at Questions 14-15.

why a class member may seek exclusion, including if the class member wishes to sue KC Life individually.⁴ *Id.* at p. 4 at Question 12.

In addition, the proposed notice explains on the first page that this is a notice approved by the Court and is not a solicitation, so that class members do not discard the notice believing it to be an advertisement. *Id.* at p. 1. And, as class members may also wish to know about the payment of attorneys' fees if they remain in the Class, the notice also states it will be up to the Court to decide the amount of attorneys' fees. *Id.* at p. 5 at Question 16.

For these reasons, the proposed notice meets all the requirements of Rule 23 and due process.

B. The Opt-Out Process Contains Proper Safeguards Without Burdening Class Members.

Plaintiff proposes a simple and non-burdensome procedure for opting out of the Class. To opt out, a class member need only sign and return a letter, by U.S. mail and/or by uploading it to the class website, stating his or her name, policy number, and address. Ex. A. at p. 5 at Question 13. These are minimal requirements necessary to ensure authenticity and avoid ambiguity. *See. e.g.*, *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, No. MDL 1061, 1999 WL 496491, at *4 (D.N.J. May 6, 1999) (describing similar requirements to the ones proposed here as "simple steps"). Courts have, for example, required much more information than is being requested in this case. *See, e.g.*, *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 118 (D.N.J. 2012) (requiring name, address, telephone number and information about the opt-out's purchases, including policy number, premium paid, and policy dates); *In re Mexico Money Transfer Litig.* (W. Union & Valuta), 164 F. Supp. 2d 1002, 1032 (N.D. Ill. 2000) (requiring approximate number of transactions), *aff'd sub nom. In re Mexico Money Transfer Litig.*, 267 F.3d 743 (7th Cir. 2001); *In*

⁴ See, e.g., https://www.fjc.gov/sites/default/files/2016/ClaAct11.pdf at p. 5 at Question 15.

re Chipcom Corp., No. CIV. A. 95-11114–DPW, 1997 WL 1102329, at *20 (D. Mass. June 26, 1997) (requiring number of shares purchased or sold, date of transaction, and price); *In re Conn. Gen. Life Ins. Co.*, No. MDL 1136, 1997 WL 910387, at *27 (C.D. Cal. Feb. 13, 1997) (same).

Consistent with their due process rights, the class members will have 60 days to request exclusion. See Vogt v. State Farm Life Ins. Co., 2:16-cv-04170-NKL, Dkt. 238 (W.D. Mo. Apr. 26, 2018) (providing class members 30 days to exercise right to opt out of certified litigation class); see also Torrisi v. Tucson Elec. Power Co., 8 F.3d 1370, 1374 (9th Cir. 1993) (approving 31-day opt-out period); Marshall v. Holiday Magic, Inc., 550 F.2d 1173, 1178 (9th Cir. 1977) (approving notice mailed 26 days before the deadline for opting out of a settlement); see also In re BankAmerica Corp. Sec. Litig., 210 F.R.D. 694, 708 (E.D. Mo. 2002) (four weeks to object to class settlement consistent with due process); Geiger v. Sisters of Charity of Leavenworth Health Sys., Inc., No. 14-2378, 2015 WL 4523806, at *5 (D. Kan. July 27, 2015) (approving schedule giving class members 28 days to opt-out or object to class action settlement); Hartley v. Suburban Radiologic Consultants, Ltd., No. CIV. 11-2664 JRT/JJG, 2014 WL 1775692, at *2 (D. Minn. May 5, 2014) (providing class members 30 days to opt-out of class action settlement).

Upon request, the class notice administrator (*see* infra) will serve on Class Counsel and Defendant's counsel copies of any opt out requests.

C. Notice Administration

Plaintiff has engaged Analytics Consulting, LLC ("Analytics") to disseminate the class notice and to maintain a website and toll-free support number for class members. Analytics has extensive experience managing the dissemination of class notice.

⁵ Plaintiff proposed 45 days for class members to request exclusion; however, Defendant proposed 60 days. In an effort to avoid court intervention, Plaintiff is willing to agree to 60 days.

Analytics will distribute the class notice via first class U.S. mail to the Class. To do so, Analytics will use the mailing addresses KC Life maintains for its policy owners. First, Analytics will make a reasonable effort to update the addresses KC Life has in its business records. In that regard, Analytics will check the address against the National Change of Address database. Next, for all individual notices that are returned as undeliverable, Analytics will make reasonable efforts to obtain a current mailing address, including through a "skip trace" search, and re-mail the class notice to the class member's last known physical address. Analytics will use customary search protocols to attempt to obtain current addresses for class members whose notices are returned to sender. These efforts will ensure that individual notice is mailed to a high percentage of class members.

Analytics also will coordinate with counsel to develop a website providing detailed information about this litigation. This website will include copies of the class notice and relevant pleadings and orders, and class members will be able to ask questions about the case via email, using links prominently displayed on the website. Analytics will also implement a dedicated toll-free telephone number at which class members can listen to recorded information or speak with a live agent about the case. This notice plan will provide the best notice practicable under the circumstances.

CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that the Court grant this motion and approve the proposed class notice, attached as Exhibit A, together with the notice plan affording class members 60 days to opt out. Plaintiff further requests that the Court appoint Analytics to supervise and administer the notice procedure, directing Analytics to, among other things, compile a list of names and addresses of potential class members from KC Life's current records, to be

provided by KC Life within 7 days of the order; ensure the distribution of the class notice via first class U.S. mail; create a website posting copies of the notice and relevant pleadings and orders; and compile any timely requests for exclusion, which Class Counsel will promptly file with the Court after the opt-out deadline has expired.

June 3, 2022

Respectfully submitted,

STUEVE SIEGEL HANSON LLP

s/ Patrick J. Stueve

Patrick J. Stueve MO Bar # 37682 Lindsay Todd Perkins MO Bar # 60004 Ethan M. Lange MO Bar # 67857 David A. Hickey MO Bar # 62222 460 Nichols Road, Suite 200 Kansas City, Missouri 64112

Telephone: 816-714-7100 Facsimile: 816-714-7101

Email: stueve@stuevesiegel.com
Email: perkins@stuevesiegel.com
Email: lange@stuevesiegel.com
Email: hickey@stuevesiegel.com

- And -

John J. Schirger MO Bar # 60583 Matthew W. Lytle MO Bar # 59145 Joseph M. Feierabend MO Bar # 62563 Samuel N. Sherman MO Bar # 71171

MILLER SCHIRGER, LLC

4520 Main Street, Suite 1570 Kansas City, Missouri 64111 Telephone: 816-561-6500 Facsimile: 816-561-6501

Email: jschirger@millerschirger.com
Email: mlytle@millerschirger.com
Email: jfeierabend@millerschirger.com

Attorneys for Plaintiff Christopher Y. Meek and the Certified Class

CERTIFICATE OF SERVICE

I certify that on June 3, 2022, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will automatically send a notice of electronic filing to counsel of record.

/s/ Patrick J. Stueve

Patrick J. Stueve

EXHIBIT A

Meek v. Kansas City Life Insurance Company

NOTICE OF CLASS ACTION LAWSUIT

Dear Potential Class Member:

You have been sent this Notice of Class Action Lawsuit (the "Notice") because you have been identified as a potential Class Member in the class action lawsuit, *Meek v. Kansas City Life Insurance Company*, pending in the United States District Court for the Western District of Missouri, Case No. 4:19-cv-00472-BP.

Records provided by Kansas City Life Insurance Company indicate that you are currently the owner, or were the owner at the time of termination, of a policy issued in Kansas and for one of the following products offered by Kansas City Life Insurance Company: Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LewerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96). Throughout this Notice, Kansas City Life Insurance Company shall be referred to as "KC Life."

On February 7, 2022, Chief Judge Beth Phillips of the Western District of Missouri certified a Class of policy owners described in the paragraph above and later approved the attached NOTICE that describes the lawsuit, how the case will proceed, and your rights.

Please read the following notice carefully.

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI WESTERN DIVISION

If You Own or Owned a KC Life Flexible Premium Adjustable Life Insurance Policy Issued in Kansas, a Class Action Lawsuit May Affect Your Rights

A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. YOU ARE NOT BEING SUED.

- A KC Life flexible premium adjustable policy owner, Christopher Y. Meek, sued KC
 Life over cost of insurance and expense charges deducted from policy owners' cash or
 accumulated values.
- The Court has allowed the lawsuit to proceed as a class action on behalf of all current and former owners of policies for the following products issued in Kansas, subject to certain exclusions: Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LewerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96).
- The Court has not decided whether KC Life did anything wrong or if any laws were violated. KC Life has denied and continues to deny each and all of the claims alleged by Plaintiff in the action. There is no judgment against KC Life here, no money available now, and no certainty there will be. However, your legal rights are affected, and you have a choice to make now:

Your Legal Rights And Options In This Lawsuit		
Do Nothing	Stay in this lawsuit. Await the outcome. Give up certain rights.	
	By doing nothing, you keep the possibility of getting money or benefits that	
	may come from a trial or a settlement in this case. But you give up any right to	
	sue KC Life separately on any claim that is or could have been included in this	
	lawsuit.	
EXCLUDE YOURSELF	Get out of this lawsuit. Get no benefits from it. Keep your rights.	
	If you ask to be excluded from the lawsuit and money or benefits are later	
	awarded, you won't share in those, but you keep any right to sue KC Life	
	separately on the claims in this lawsuit.	

 These rights and options—and the deadlines to exercise them—are explained in this Notice. Claims against KC Life must be proven. If money or other benefits are obtained from KC
Life, you will be notified about how those benefits will be distributed to you, if you have
not excluded yourself from the lawsuit.

BASIC INFORMATION

1. Why did I get this Notice?

KC Life's records show that you own or owned a flexible premium adjustable life insurance policy issued by KC Life in Kansas (or were identified as the legal representative of such an owner). A Court decided to allow a class action lawsuit to proceed against KC Life related to how it determines cost of insurance rates. You have legal rights and options that you may exercise before trial. The trial is to decide whether the claims being made against KC Life are correct. The case may settle or be dismissed before a trial or on appeal.

Chief Judge Beth Phillips of the United States District Court for the Western District of Missouri is overseeing this case. The case is known as *Meek v. Kansas City Life Insurance Company*, Case No. 4:19-cv-00472-BP. The person who sued, Christopher Y. Meek, is called the "Plaintiff." KC Life is called the "Defendant."

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Christopher Y. Meek) sue on behalf of other people who have similar claims. Together, those other people are a "Class" or "Class Members." The Class Representative(s) who sued—and all the Class Members like them—are called the Plaintiffs. The company they sued (in this case KC Life) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The Court's decision means the case can proceed as a class action and move toward a trial. Specifically, the Court found that the Class Members are sufficiently numerous, there are questions of law and fact that are common to all Class Members that predominate over questions affecting individual Class Members, the Class Representative's claims are typical of those of the Class, the Class Representative and Class Counsel are adequate to represent the Class, and proceeding as a Class is superior to the alternatives.

More information about the Court's Order Certifying the Class is available at www. **WEBSITE**.com.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

This lawsuit is about whether KC Life's cost of insurance rates were consistent with the policy language of its flexible premium adjustable life insurance policies for the following products: Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LewerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96). ("Policy" or "Policies"). The Policies have a "Cash Value" or "Accumulated Value" that accumulates interest at or above a minimum rate guaranteed under the Policy. The Policies expressly authorize monthly deductions from the cash value or accumulated value of expense charges and a cost of insurance. Plaintiff alleges that KC Life violated the policy in three different ways. First, the Policy permits KC Life to deduct the cost of insurance calculated using a cost of insurance rate. The Policies provide that the monthly Cost of Insurance Rate used "will be determined by [KC Life] based on [KC Life's] expectations as to future mortality experience." Plaintiff alleges that KC Life impermissibly uses factors other than those identified in the Policy when setting cost of insurance rates. Second, while the Policy permits expense charges, Plaintiff alleges that KC Life impermissibly exceeds the fixed amount for expense charges and includes amounts exceeding the expense charges in the deduction for cost of insurance. Third, Plaintiff alleges that the Policy requires KC Life to reduce cost of insurance rates to reflect its improved mortality expectations. Plaintiff also alleges KC Life's actions relating to deductions from policyholders' cash values or accumulated values make it liable for conversion. You can read Plaintiff's First Amended Class Action Complaint ("Complaint") at www.WEBSITE.com.

5. How Does KC Life Answer?

KC Life denies all of Plaintiff's claims. KC Life has asserted numerous legal and factual defenses. KC Life contends, among other things, that it has determined and determines cost of insurance rates in compliance with the terms of the Policies and that KC Life's administration of the policies, including Plaintiff's policy, has been at all times consistent with the terms of the policies, the terms' common usage, industry practice, the understanding of regulators, and the reasonable expectations of policyholders. KC Life further denies that the claims asserted in the lawsuit are appropriate for class or representative treatment. You can read KC Life's Answer to Plaintiff's First Amended Complaint at www.website.com.

6. Has the Court decided who will win?

No. The Court has not decided and is not suggesting who will win this case.

7. What are the Plaintiffs asking for?

The Plaintiffs are asking that the Class be compensated for amounts that were included in the cost of insurance and expense charge beyond what they allege the Policy allows. Plaintiffs also seek prejudgment and post-judgment interest, punitive damages, and such other relief the Court permits.

8. Is there any money available now?

No money or benefits are available now because the case has not yet gone to trial, and the two sides have not settled the case. There is no guarantee that money or benefits will ever be obtained.

WHO IS IN THE CLASS?

9. Am I part of this Class?

The Court has certified the following Class: All persons who own or owned a Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LewerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96) life insurance policy issued or administered by KC Life, or its predecessors in interest, that was active on or after January 1, 2002, and purchased the life insurance policy while domiciled in Kansas.

If someone who would otherwise be a Class Member is deceased, his or her legal representatives are Class Members.

The Class excludes: KC Life; any entity in which KC Life has a controlling interest; any of the officers, directors, employees, or sales agents of KC Life; the legal representatives, heirs, successors, and assigns of KC Life; anyone employed with Plaintiff's counsel's firms; and any Judge to whom this case is assigned, and his or her immediate family. If these exclusions apply to you, you are not a member of the Class. If you are not sure whether these exclusions apply to you, you should consult the information at www.weenstructure.com.

10. How can I confirm that I am in the Class?

If you are not sure whether you are included in the Class, you can get free information at www. WEBSITE.com.

YOUR RIGHTS AND OPTIONS

11. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class and you will be legally bound by the Orders the Court issues and judgments the Court makes in this class action. If you stay in the Class and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you may either be compensated automatically if you qualify for relief or be notified about how to apply for a share. If you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue KC Life about any legal claim that is or could have been included in this lawsuit.

12. Why would I ask to be excluded?

If you want to bring your own action against KC Life related to the issues presented in this case, you should exclude yourself from the Class. Unless you exclude yourself, you give up any right to sue KC Life for the claims that are or could have been asserted in this class action. If you choose to exclude yourself, you will not get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of a trial or from any settlement between KC Life and the Plaintiffs. If you start your own lawsuit against KC Life after you exclude yourself, you will have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claims. If you do exclude yourself so you can start your own lawsuit against KC Life, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

13. How do I ask the Court to exclude me from the Class?

To ask to be excluded, also sometimes referred to as "opting out" of the Class, you must send an "Exclusion Request" in the form of a letter sent by mail, stating that you want to be excluded from *Meek v. Kansas City Life Insurance Company*. Be sure to include your name, policy number and address, and sign the letter. A form for your use is included in this notice. You must mail your Exclusion Request postmarked by to the following address:

ADDRESS ADDRESS

Alternatively, you can upload your Exclusion Request by _____ to the website, www.WEBSITE.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed the following law firms as "Class Counsel" to represent all the members of the Class:

Stueve Siegel Hanson LLP

460 Nichols Rd., Suite 200

Kansas City, MO 64112

EMAIL

PHONE

Miller Schirger, LLC

4520 Main Street, Suite 1570

Kansas City, MO 64111

EMAIL

PHONE

If you have questions, you may contact Class Counsel. You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, however, you may hire one at your own expense.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. You can ask him or her to appear in Court for you in this case if you want someone other than Class Counsel to speak for you.

16. How will the lawyers be paid?

Class Counsel have not been paid or reimbursed for their time and expenses incurred in pursuing this case. You will not have to pay these fees and expenses. If Class Counsel obtain money or benefits for the Class, they may ask the Court for fees and expenses. The motion seeking fees and expenses will be available at the website, www.website. Counsel's request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by KC Life.

WHAT HAPPENS NEXT?

17. How and when will the Court decide who is right?

Unless the case is resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claims at a trial. During the trial, a Jury or the Judge will hear all the evidence to help them reach a decision about whether the Plaintiffs or KC Life are right about the claims in the lawsuit. Because the trial date has not yet been set, be sure to regularly check the website www.website www.website www.website <a href="wwww.website"

18. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and KC Life will present the defenses. You or your own lawyer may attend the trial at your own expense.

GETTING MORE INFORMATION

19. How do I get more information?

Visit the website, <u>www.WEBSITE.com</u>, where you will find the Court's Order Certifying the Class, Plaintiffs' Complaint, KC Life's Answer to the Complaint, as well as an Exclusion Request form, or call **PHONE NUMBER**. As the lawsuit proceeds, be sure to check the website regularly for updates and new information.

[PLEASE DO <u>NOT</u> CALL THE COURT, DEFENDANT'S COUNSEL, OR KC LIFE ABOUT THIS NOTICE.]

Date		
Daic.		

EXCLUSION REQUEST FORM

Meek v. Kansas City Life Ins. Co., 4:19-cv-00472-BP

This is NOT a Claim Form. It EXCLUDES you from the Class Action. DO NOT use this form if you wish to remain IN the Class Action.

Name of Class Member:		-		
Policy Number(s):				
Address:				
Street	City,	State	Postal Code	
Telephone:	Email:_			
-	•	_	gible to receive any moneta there is any such monetary	•
Date Signed	Signature of Cla	ass Membe	<u></u>	
	ostmarked no later than		must be signed by the Class I	
You must act within returning this Form are exp			s Action Lawsuit. The conseawsuit.	equences of
You must mail this form Class Administrator at the		ked NO	LATER THAN	, to the
	ADDRI ADDRI			
Alternatively, you can up	load the form to the web	osite, <u>www</u>	w. <mark>WEBSITE</mark> .com_ NO_LAT	ER THAN
OUESTIONS? CALL PE	IONE NUMBER or VISI	T www. <mark>V</mark>	VEBSITE.com	

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI WESTERN DIVISION

CHRISTOPHER Y. MEEK, Individually and)
On Behalf Of All Others Similarly Situated,	
Plaintiff,)
VS.))
KANSAS CITY LIFE INSURANCE COMPANY,))
Defendant.))

DECLARATION OF RICHARD W. SIMMONS ON NOTICE PLAN

- I, Richard W. Simmons, declare as follows:
- 1. My name is Richard W. Simmons. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
- 2. I am the President of Analytics Consulting LLC ("Analytics")¹. My company is one of the leading providers of class and collective action notice and claims management programs in the nation. Analytics' class action consulting practice, including the design and implementation of legal notice campaigns, is one of the oldest in the country. Through my work, I have personally overseen court-ordered class and collective notice programs in more than 2,000 matters.
- 3. This Declaration summarizes: my experience and qualifications; the proposed Class Notice Plan (the "Notice Plan") proposed here in *Meek v. Kansas City Life Insurance Company*, Case No. 4:19-cv-472-BP in the Western District of Missouri, Western Division, and why the Notice Plan will provide the best practicable notice in this matter. The facts in this

1

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

declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Analytics.

EXPERIENCE RELEVANT TO THIS CASE

- 4. Founded in 1970, Analytics has consulted for 52 years regarding the design and implementation of legal notice and claims management programs relating to class and collective action litigation. These engagements include notice and claims administration involving antitrust, civil rights, consumer fraud, data breach, employment, insurance, product defect/liability, and securities litigation.
- 5. Analytics' clients include corporations, law firms (both plaintiff and defense), and the federal government. Analytics' long-term federal contracts include the following:
 - A. Since 1998, Analytics has been under contract (five consecutive five-year contracts) with the Federal Trade Commission ("FTC") to administer and provide expert advice regarding notice (including published notice) and claims processing in their settlements/redress programs;
 - B. In 2012, Analytics was awarded a 10-year contract by the Department of Justice ("DOJ") to administer and provide expert advice regarding (including published notice) notice and claims processing to support their asset forfeiture/remission program; and,
 - C. Since 2013, Analytics has been appointed as a Distribution Agent (two consecutive five-year terms) by the Securities and Exchange Commission ("SEC") to administer and provide expert advice regarding notice (including published notice) and claims processing to support their investor settlements.

- 6. I joined Analytics in 1990 and have 32 years of direct experience in designing and implementing class action settlements and notice campaigns. The notice programs I have managed range in size from fewer than 100 class members to more than 40 million known class members, including some of the largest and most complex notice and claims administration programs in history.
- 7. I have testified in state and federal courts as to the design and implementation of notice programs, claims processes, and the impact attorney communications has had on claims rates. As has always been my practice, I personally performed or oversaw Analytics' consulting services in each of the cases indicated on my CV, which is attached hereto as **Exhibit 1**.
- 8. I have presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement. In 2011, I was a panelist at the Federal Judicial Center's ("FJC") workshop/meeting regarding class action notice and settlement administration. In 2014, I was interviewed by the CFPB regarding notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers. In 2016, I worked with the FTC to conduct research regarding: a) the impact of alternate forms of notice on fund participation rates; and, b) the impact of alternate formats of checks on check cashing rates. In 2016, I was an invited participant to the Duke Law Conference on Class Action Settlements regarding electronic notification of class members. In 2017, I was the primary author of the Duke Law Conference on Class Action Settlement's guide to best practices regarding the evaluation of class action notice campaigns (including notice by electronic means). I am currently contributing to George Washington University Law School's forthcoming Class Action Best Practices Checklist, developing recommendation for judges to use when approving a class-action settlement

to ensure efficient methods of notice and distribution, compliance with Rule 23, and overall fairness.

- 9. I have co-authored and presented CLE programs and whitepapers regarding class notice and class action claims administration. In 2016, I co-authored a paper titled "Crafting Digital Class Notices That Actually Provide Notice" (Law360.com, New York (March 10, 2016). My speaking engagements regarding notice include: Risks and Regulations: Best Practices that Protect Class Member Confidentiality, HB Litigation Conference on Class Action Mastery in New York City (2018); Recent Developments in Class Action Notice and Claims Administration, Practising Law Institute in New York City (2017); The Beginning and the End of Class Action Lawsuits, Perrin Class Action Litigation Conference in Chicago (2017); Class Action Administration: Data and Technology, Harris Martin Target Data Breach Conference in San Diego (2014); Developments in Legal Notice, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013), Halunen & Associates in Minneapolis (2013), and Susman Godfrey in Dallas (2014); and Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, CLE Program, presented to the Kansas Bar Association (March 2009).
- 10. In addition to my class action consulting work, I taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts, and am a former referee for the Journal of Legal Economics (reviewing and critiquing peer-reviewed articles on the application of economic and statistical analysis to legal issues).

NOTICE PLAN

11. The Notice Plan is designed to provide notice to the following Class:

- "All persons who own or owned a Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LewerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96) life insurance policy issued or administered by KC Life, or its predecessors in interest, that was active on or after January 1, 2002, and purchased the life insurance policy while domiciled in Kansas."
- 12. Federal Rule of Civil Procedure 23 states that "For any class certified under Rule 23(b)(1) or (b)(2), the court may direct appropriate notice to the class." Fed. R. Civ. P. 23(c)(2)(A). Further, for any class certified under Rule 23(b)(3), Federal Rule of Civil Procedure 23 states that "[t]he court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." *Id.* 23(c)(2)(B).
- 13. Here the Notice Plan satisfies the requirement to provide direct notice in a reasonable manner to the Class. The Notice Plan provides for mailing individual notice to all Class Members who are reasonably identifiable. In my opinion, providing individual notice to the Class satisfies the requirement set forth in 23(c)(2).

Plain Language Class Notice Design

14. The proposed Class Notice used in this matter is designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the Class Notice follows principles embodied in the Federal Judicial Center's illustrative "model" notices posted at www.fjc.gov. The Class Notice is attached as Exhibit A to Plaintiff's Motion to Approve and Disseminate Class Notice contains plain-language summaries of key information about Class Members' rights in this litigation. Consistent with normal practice, prior to being delivered and published, the Class Notice will undergo a final edit for accuracy.

Individual Notice – Direct Mail

- 15. A comprehensive list of Class Members will be provided by Kansas City Life Insurance Company.
- 16. A mailed Class Notice that clearly and concisely summarizes the litigation and class members' rights will be mailed to Class Members. The mailed Class Notice will direct the recipients to a website dedicated to the litigation where they can access additional information as well as to a toll-free phone number where they can call with litigation-related inquiries. The mailed Class Notice will be sent via United States Postal Service ("USPS") first class mail.
- 17. Prior to mailing, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS").² Any addresses that are returned by the NCOA database as invalid will be updated through a third-party address search service. In the event that a Class Member is known to be deceased, the Notice Plan provides that the Class Notice will be mailed "To the Estate of [the deceased Class Member]" at the last known address. This address updating process is standard for the industry.
- 18. Mailed Class Notices returned as undeliverable will be re-mailed to any new address available through postal service information, for example, to the address provided by the postal service on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the postal service returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service. This process is also

6

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

commonly referred to as 'skip-tracing." Upon successfully locating better addresses, mailed Class Notices will be promptly re-mailed.

Case Website and Toll-free Telephone Number

- 19. A dedicated website will be established where Class Members will be able to obtain detailed information about the case and review documents including the Class Notice, Complaint, relevant Orders, and answers to frequently asked questions (FAQs). The website address will be displayed prominently on the Class Notice.
- 20. A toll-free phone number will be established to allow Class Members to call for litigation-related inquiries that includes a working voicemail tailored to this case. The toll-free number will be prominently displayed on the Class Notice.

CONCLUSION

- 21. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, state and local rules and statutes, and further by case law pertaining to notice. This framework requires that: (1) notice reaches the class; (2) the notice that actually comes to the attention of the class is informative and easy to understand; and (3) class members' rights and options are easy to act upon. All of these requirements will be met in this case.
- 22. The formats and means selected to provide notice are those most likely to allow and persuade Class Members to actively make an informed decision regarding their rights and options; and
- 23. The Class Notice is designed to be "noticed" and is written in carefully organized, plain language.
- 24. The Notice Plan will provide the best notice practicable under the circumstances of this case, conforms to all aspects of Federal Rule of Civil Procedure 23(c)(2), and comports with

the guidance for effective notice articulated in the Manual for Complex Litigation 4th.

- 25. In my opinion, the Notice Plan, if implemented, will provide the best notice practicable under the circumstances of this litigation.
 - 26. This Notice Plan is consistent with, or exceeds:
 - A. historic best practices for class notification;
 - B. FJC guidance regarding class notification; and
 - C. standards established by federal agencies with notification and distribution funds, such as the FTC, DOJ, and SEC.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed this **3**rd day of June, 2022.

Richard W. Simmons

Exhibit 1



Richard W. Simmons

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

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

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

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

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

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

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

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



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

APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

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

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

SPEAKER/EXPERT PANELIST/PRESENTER

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

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

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



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

Mr. Simmons' speaking engagements regarding class notice include:

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

Mr. Simmons' writings regarding class notice include:

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

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

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

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

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



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

* * *

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

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

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

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

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

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

_

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



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

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

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

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

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

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

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

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

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

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



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

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

ANALYT<u>/</u>CS

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

Practice Area	Engagement	Citation
Antitrust	All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.	08-CV-1816 (E.D.N.Y.)
	In Re: Aftermarket Filters Antitrust Litigation	No. 1:08-cv-4883, MDL No. 1957 (N.D. III.)
	In Re: Aluminum Phosphide Antitrust Litigation	Case No. 93-cv-2452 (D. Kan.)
	In Re: Beef Antitrust Litigation	MDL No. 248 (N.D. Tex.)
	In Re: Bromine Antitrust Litigation	MDL No. 1310 (S.D. Ind.)
	In Re: Corrugated Container Antitrust Litigation	MDL. No 310 (S.D. Tex.)
	In Re: Industrial Silicon Antitrust Litigation	Case No. 95-cv-2104 (W.D. Pa.)
	In Re: Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs	MDL No. 10 (S.D.N.Y.)
	In Re: Workers Compensation Insurance Antitrust Litigation	Case No. 4:85-cv-1166 (D. Minn.)
	Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.	Case No. 91-cv-627 (S.D. Tex.)
	Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.	Case No. 03-cv-203796-1 (Spokane County, Wash.)
	Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.,	Case No. 7:00-cv-123-BR(1) (E.D. S.C.)
Asset Forfeiture	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. David Merrick	6:10-cr-109-Orl-35DAB
	U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla)
	United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.	Case No. 09-cv-01731 (C.D. Cal.)
	United States of America v. Alfredo Susi, et al.	3:07-cr-119 (W.D.N.Y.)
	United States of America v. David Merrick	6:10-cr-109-Orl-35DAB
	United States of America v. Elite Designs, Inc.	Case No. 05-cv-058 (D.R.I.)
	United States of America v. Evolution Marketing Group	Case No. 6:09-cv-1852 (S.D. Fla.)
	United States of America v. George David Gordon	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	United States of America v. Regenesis Marketing Corporation	No. C09-1770RSM (W.D. Wash.)
	United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. FL)
	United States of America v. Zev Saltsman	Case No. 04-cv-641 (E.D.N.Y.)
Biometric Privacy	Alric Howell v Lakes Venture dba Fresh Thyme Farmers Market	1:20-cv-02213 (N.D. IL)
•	Andrea Jones et al. v Rosebud Restaurants, Inc.	2019CH12910 (Cook County, IL)
	Angela Landreth v Verano Holdings LLC et. al	Case No.: 2020-CH-006633 Circuit Court of Cook County, IL
	Anton Tucker et al. v Momence Packing Co.	Case No. 2019-L-000098 (Kankakee County, IL)
	Basil Soper v Sydell Hostel Manager, LLC d/b/a/ Freehand Chicagc	Case No.: 2019-CH-11519 Circuit Court of Cook County, IL (Chancery Division)
	Brenda Mason v Heartland Employment Services, LLC	Case No. 1:19cv00680 (N.D. IL)
	Charles Hilson v MTIL, Inc.	20 L 440 (Will County, IL)
	Charles Thurman et al. v NorthShore University HealthSystem	Case No. 2018-CH-3544 (Cook County, IL)
	Chrisanna Abad v Joe Rizza Imports d/b/a/ Keytrak, Inc.	Case No.: 2019-CH-13106 Superior Court of Cook County, IL
	Christine Bryant v Compass Group USA, Inc.	Case No.: 1:19cv06622 (N.D. IL)
	Christopher Crosby et al. v Courier Express One, Inc.	2019-CH-03391 (Cook County, IL)
	Clifford Like et al. v Professional Freezing Services LLC	2019 CH 04194 (Cook County, IL)
	Danielle Parker v Dabecca Natural Foods, Inc.	2019 CH 1845 (Cook County, IL)
	Dearlo Terry v Griffith Foods	2019CH12910 (Cook County, IL)
	Drape et al. v S.F. Express Corporation	20-L-001094 (DuPage County, IL)
	Francesca Graziano et al. v Royal Die and Stamping LLC dba Royal Power Solutions, LLC	2019-L-00169 (DuPage County, IL)

Heard, et al. v. THC – Northshore, Inc. Jeremy Webb et al. v Plochman, Inc. Jerrod Lane et al. v Schenker, Inc. Jorge Gonzalez v Richelieu Foods, Inc. Joseph Ross v Caremel, Inc. Joshua Eden Mims v Monda Window & Door Corp. Julio Hernandez v Transcontinental Multifilm, Inc.	Case No.: 2020-CH-01912 Circuit Court of Cook County, IL Case No. 2017-CH-16918 (Cook County, IL) Case No. 2020-L-15 (Kankakee County, IL) 3:19-cv-00507 NJR-MAB (S.D. IL) Case No.: 2020-CH-04468 Circuit Court of Cook County, IL (Chancery Divison) 2019L000010 (Kankakee County, IL) 2019 CH 10371 (Cook County, IL) Case No.: 2021 L 126 Circuit Court of Kane County, IL 1:19-cv-07012 (N.D. IL) Case No.: 19-CH-11575 Circuit Court of Cook County, IL
Jeremy Webb et al. v Plochman, Inc. Jerrod Lane et al. v Schenker, Inc. Jorge Gonzalez v Richelieu Foods, Inc. Joseph Ross v Caremel, Inc. Joshua Eden Mims v Monda Window & Door Corp. Julio Hernandez v Transcontinental Multifilm, Inc.	Case No. 2020-L-15 (Kankakee County, IL) 3:19-cv-00507 NJR-MAB (S.D. IL) Case No.: 2020-CH-04468 Circuit Court of Cook County, IL (Chancery Divison) 2019L000010 (Kankakee County, IL) 2019 CH 10371 (Cook County, IL) Case No.: 2021 L 126 Circuit Court of Kane County, IL 1:19-cv-07012 (N.D. IL)
Jerrod Lane et al. v Schenker, Inc. Jorge Gonzalez v Richelieu Foods, Inc. Joseph Ross v Caremel, Inc. Joshua Eden Mims v Monda Window & Door Corp. Julio Hernandez v Transcontinental Multifilm, Inc.	3:19-cv-00507 NJR-MAB (S.D. IL) Case No.: 2020-CH-04468 Circuit Court of Cook County, IL (Chancery Divison) 2019L000010 (Kankakee County, IL) 2019 CH 10371 (Cook County, IL) Case No.: 2021 L 126 Circuit Court of Kane County, IL 1:19-cv-07012 (N.D. IL)
Jorge Gonzalez v Richelieu Foods, Inc. Joseph Ross v Caremel, Inc. Joshua Eden Mims v Monda Window & Door Corp. Julio Hernandez v Transcontinental Multifilm, Inc.	Case No.: 2020-CH-04468 Circuit Court of Cook County, IL (Chancery Divison) 2019L000010 (Kankakee County, IL) 2019 CH 10371 (Cook County, IL) Case No.: 2021 L 126 Circuit Court of Kane County, IL 1:19-cv-07012 (N.D. IL)
Joseph Ross v Caremel, Inc. Joshua Eden Mims v Monda Window & Door Corp. Julio Hernandez v Transcontinental Multifilm, Inc.	2019L000010 (Kankakee County, IL) 2019 CH 10371 (Cook County, IL) Case No.: 2021 L 126 Circuit Court of Kane County, IL 1:19-cv-07012 (N.D. IL)
Joshua Eden Mims v Monda Window & Door Corp. Julio Hernandez v Transcontinental Multifilm, Inc.	2019 CH 10371 (Cook County, IL) Case No.: 2021 L 126 Circuit Court of Kane County, IL 1:19-cv-07012 (N.D. IL)
Julio Hernandez v Transcontinental Multifilm, Inc.	Case No.: 2021 L 126 Circuit Court of Kane County, IL 1:19-cv-07012 (N.D. IL)
·	1:19-cv-07012 (N.D. IL)
Kathanina Mantina at al. Mandala Bastanant Casan Inc	,
Katherine Martinez et al. v Nando's Restaurant Group, Inc.	Case No.: 19-CH-11575 Circuit Court of Cook County II
Kelley O'Sullivan v WAM Holdings, Inc. d/b/a/ All Star Management, Inc	case 140 15 Cit 11575 Circuit Court of Cook County, IL
Leen Abusalem et al. v The Standard Market, LLC	2019L000517 (Dupage County, IL)
Lisa Peatry v Bimbo Bakeries USA, Inc.	Case No.: 1:19cv02942 (N.D. IL)
Neisha Torres et al. v Eataly Chicago, LLC	2020 CH 6417 (Cook County, IL)
Otilia Garcia et al. v Club Colors Buyers LLC	Case No. 2020 L 001330 (Dupage County, IL)
Pasha McKenzie v Flying Food Group LLC	Case No.: 2020-CH-4780 Circuit Court of Cook County, IL
Rafael Vazquez v Pet Food Experts, Inc.	2019 CH 14746 (Cook County, IL)
Ricardo White v Bridgeway of Bensenville Independent Living, LLC	2019 CH 03397 (Cook County, IL
Roach v. Walmart Inc.	Case No. 2019-CH-01107 (Cook County, IL)
Samina Toor v CoreCentric Solutions, Inc.	Case No.: 2019CH000989 Eighteenth Judicial Circuit Court of DuPage County, IL
Shantez Coleman v Orora Packaging Solutions d/b/a Manufactured Packaging Product:	Case No.: 2021 L 00375 18th Judicial Court, Dupage County, IL
Sharine Davis v Guiding Light Academy, an Illinois Corporation	Case No.: N 2019 L 856 12th Judicial Circuit Court, Will County, IL
Sykes v. Clearstaff, Inc.	Case No. 19-CH-03390 (Cook Co. IL)
Thomas Burlinski v TopGolf USA, Inc.	Case No.: 1:19cv06700 (N.D. IL)
	Case No. 19-CH-11117 (Cook County, IL)
Troy Vlach v Urban Farmer LLC	Case No.: 2019-L-55 Circuit Court of Cook County, IL
Tyronne L. Helm et al. v Marigold, Inc.	2020-CH-003971 (Cook County, IL)
Business American Golf Schools, LLC, et al. v. EFS National Bank, et al.	Case No. 00-cv-005208 (D. Tenn.)
AVR, Inc. and Amidon Graphics v. Churchill Truck Lines	Case No. 4:96-cv-401 (D. Minn.)
Buchanan v. Discovery Health Records Solutions	Case No. 13-015968-CA 25 (Miami Dade County)
Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.	Case No. 06-CC-00137 (Orange County, Cal.)
F.T.C. v. Ameritel Payphone Distributors	Case No. 00-cv-514 (S.D. Fla.)
F.T.C. v. Cephalon	Case No. 08-cv-2141 (E.D. Pa.)
F.T.C. v. Datacom Marketing, Inc.	Case No. 06-cv-2574 (N.D. III.)
F.T.C. v. Davison & Associates, Inc.	Case No. 97-cv-01278 (W.D. Pa.)
F.T.C. v. Fidelity ATM, Inc.	Case No. 06-cv-81101 (S.D. Fla.)
·	Case No. 03-cv-8864 (N.D. III.)
F.T.C. v. First American Payment Processing Inc.	Case No. 04-cv-0074 (D. Ariz.)
	Case No. 06-cv-6019 (C.D. Cal.)
•	Case No. 09-cv-23507 (S.D. Fla.)
·	Case No. 05-cv-2014 (S.D.N.Y.)
F.T.C. v. Minuteman Press Int'l	Case No. 93-cv-2496 (E.D.N.Y.)

A N A L Y T <u>I</u> C S

Practice Area	Engagement	Citation
	F.T.C. v. Netfran Development Corp	Case No. 05-cv-22223 (S.D. Fla.)
	F.T.C. v. USA Beverages, Inc.	Case No. 05-cv-61682 (S.D. Fla.)
	Garcia, et al. v. Allergan, Inc.	11-CV-9811 (C.D. Cal.)
	Gerald Young et al. v. HealthPort Technologies, LLC, et al.	Case No. LACL130175 (Polk County, IA)
	Goldberg et al. v. HealthPort Inc. et al.	Case No L-1421-14 (Essex County, NJ)
	In Re Google AdWords Litigation	No. 5:08-cv-03369-EJD (N.D. Cal.)
	In re Syngenta Ag Mir 162 Corn Litigation	Case No 2:14-md-2591-JWL-JPO (D. Kan.)
	Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC	No. 16-2011-CA-010202 (Duval County, FL)
	Lynn Henderson v CIOX Health, LLC f/k/a Healthport Technologies, LLC	Case No.: 1416-CV13765 Circuit Court of Jackson County, MO at Kansas City
	Melby et al. v. America's MHT, Inc., et al.	Case No. 3:17-CV-155-M (N.D. Texas)
	Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.	Case No. 14-0064 (W.D. Mo.)
	Physicians of Winter Haven LLC v. STERIS Corp.	Case No. 1:10-cv-00264 (N.D. Ohio)
	Richard P. Console, JR., P.C. v. Medical Records Online Inc.	Docket No. CAM-L-2133-18 (Camden County, NJ)
	Sue Ramirez et al. v. Smart Professional Photocopy Corporation	No. 01-L-385 (Peoria County, IL)
	Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.	Case No. 96-cv-59 (D.N.D.)
	Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.	Case No. 08-cv-01363 (E.D. La.)
Civil Rights	Bentley v. Sheriff of Essex County	Case No. 11-01907 (Essex County, MA)
	Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.	Case No. 00-cv-1246 (E.D. La.)
	Garcia, et al v. Metro Gang Strike Force, et al.	Case No. 09-cv-01996 (D. Minn.)
	Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron	3:07-cv-30049 (S.D. Mass.)
	McCain, et al. v. Bloomberg, et al.	Case No. 41023/83 (New York)
	Minich, et al. v Spencer, et al.	Civil Action No. 1584cv00278 (Suffolk Superior Court, Mass.)
	Nancy Zamarron, et al. v. City of Siloam Springs, et al.	Case No. 08-cv-5166 (W.D. Ark.)
	Nathan Tyler, et al. v. Suffolk County, et al.	Case No. 1:06-cv-11354 (S.D. Mass.)
	Nilsen v. York County	Case No. 02-cv-212 (D. Me.)
	Richard S. Souza et al. v. Sheriff Thomas M. Hodgson	2002-0870 BRCV (Superior Ct., Mass.)
	Taha v. County of Bucks	Case No. 12-6867 (E.D. Pa.)
	Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.	Case No. 02-cv-0450-C (W.D. Wisc.)
	Tyrone Johnson et al. v CoreCivic et al.	2:20-cv-01309 RFB-NJK (D. NV)
Consumer	Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,	Case No. 1:14-cv-01199-JBW-LB (S.D.N.Y.)
	Andrew J. Hudak, et al. v. United Companies Lending Corporation	Case No. 334659 (Cuyahoga County, Ohio)
	Angela Doss, et al. v. Glenn Daniels Corporation	Case No. 02-cv-0787 (E.D. III.)
	Angell v. Skechers Canada	8562-12 (Montreal, Quebec)
	Ann McCracken et al. v Verisma Systems, Inc.	6:14-cv-06248 (W.D. N.Y.)
	Anthony Talalai, et al. v. Cooper Tire & Rubber Company	Case No. L-008830-00-MT (Middlesex County, NJ)
	Ballard, et al. v. A A Check Cashiers, Inc., et al.	Case No. 01-cv-351 (Washingotn County, Ark.)
	Belinda Peterson, et al. v. H & R Block Tax Services, Inc.	Case No. 95-CH-2389 (Cook County, III.)
	Boland v. Consolidated Multiple Listing Service, Inc.	Case No. 3:19-cv-01335-SB (D.S.C.)
	Braulio M. Cuesta, et al. v. Ford Motor Company, Inc., and Williams Controls, Inc.	CIV-06-61-S (E.D. Okla.)
	Caprarola, et al. v. Helxberg Diamond Shops, Inc.	Case No. 13-06493 (N.D. III.)
	Carideo et al. v. Dell, Inc.	Case No. 06-cv-1772 (W.D. Wash.)



Practice Area	Engagement	Citation
	Carnegie v. Household International, Inc.	No. 98-C-2178 (N.D. III.)
	Che Clark v. JPMorgan Chase Bank, N.A et al.	Case No. 0:17-cv-01069 (D. Minn.)
	Christine Gambino et al. v CIOX Health, LLC	2015-CA-006038-B (District of Columbia)
	Clair Loewy v. Live Nation Worldwide Inc.	Case No. 11-cv-04872 (N.D. III.)
	Conradie v. Caliber Home Loans	Case No. 4:14-cv-00430 (S.D. Iowa)
	Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.	Case No. 1:14-cv-07194 (N.D. III.)
	Consumer Financial Protection Bureau v. Park View Law	Case No. 2:17-cv-04721 (N.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.	Case No. 2:17-cv-04720 (N.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Marketing Holdings	Case No. 2:16-cv-07111 (C.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Marketing Holdings	1:15-cv-23070-MGC (S.D. FI)
	Consumer Financial Protection Bureau v. Security National Automotive Acceptance	Civil Action No. 1:15-cv-401 (S.D. Ohio)
	Covey, et al. v. American Safety Council, Inc.	2010-CA-009781-0 (Orange County, FL)
	Cummins, et al. v. H&R Block, et al.	Case No. 03-C-134 (Kanawha County, W.V.)
	David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)
	Don C. Lundell, et al. v. Dell, Inc.	Case No. 05-cv-03970 (N.D. Cal.)
	Duffy v. Security Pacific Autmotive Financial Services Corp., et al.	Case No. 3:93-cv-00729 (S.D. Cal.)
	Edward Hawley, et al. v. American Pioneer Title Insurance Company	No. CA CE 03-016234 (Broward County, Fla.)
	Evans, et al. v. Linden Research, Inc., et al.	Case No. 4:11-cv-1078-DMR (N.D. Cal.)
	F.T.C. and The People of the State of New York v. UrbanQ	Case No. 03-cv-33147 (E.D.N.Y.)
	F.T.C. v A1 DocPrep Inc. et.al.	Case No. 2:17-cv-07044 SJO-JC (C.D. CA)
	F.T.C. v First Universal Lending, LLC et al.	Case No. 9:09-cv-82322 ZLOCH (S.D. FL)
	F.T.C. v Student Debt Doctor, LLC et al.	Case No. 17-cv-61937 WPD (S.D. FL)
	F.T.C. v. 1st Beneficial Credit Services LLC	Case No. 02-cv-1591 (N.D. Ohio)
	F.T.C. v. 9094-5114 Quebec, Inc.	Case No. 03-cv-7486 (N.D. III.)
	F.T.C. v. Ace Group, Inc.	Case No. 08-cv-61686 (S.D. Fla.)
	F.T.C. v. Affordable Media LLC	Case No. 98-cv-669 (D. Nev.)
	F.T.C. v. AmeraPress, Inc.	Case No. 98-cv-0143 (N.D. Tex.)
	F.T.C. v. American Bartending Institute, Inc., et al.	Case No. 05-cv-5261 (C.D. Cal.)
	F.T.C. v. American International Travel Services Inc.	Case No. 99-cv-6943 (S.D. Fla.)
	F.T.C. v. Asset & Capital Management Group	Case No. 8:13-cv-1107 (C.D. Cal.)
	F.T.C. v. Bigsmart.com, L.L.C., et al.	Case No. 01-cv-466 (D. Ariz.)
	F.T.C. v. Broadway Global Master Inc	Case No. 2-cv-00855 (E.D. Cal.)
	F.T.C. v. Call Center Express Corp.	Case No. 04-cv-22289 (S.D. Fla.)
	F.T.C. v. Capital Acquistions and Management Corp.	Case No. 04-cv-50147 (N.D. III.)
	F.T.C. v. Capital City Mortgage Corp.	Case No. 98-cv-00237 (D.D.C.)
	F.T.C. v. Centro Natural Corp	Case No. 14:23879 (S.D. Fla.)
	F.T.C. v. Certified Merchant Services, Ltd., et al.	Case No. 4:02-cv-44 (E.D. Tex.)
	F.T.C. v. Check Inforcement	Case No. 03-cv-2115 (D.N.J.)
	F.T.C. v. Chierico et al.	Case No. 96-cv-1754 (S.D. Fla.)
	F.T.C. v. Clickformail.com, Inc.	Case No. 03-cv-3033 (N.D. III.)
	F.T.C. v. Consumer Credit Services	Case No. 96-cv-1990 (S.D. N.Y.)



Practice Area	Engagement	Citation
	F.T.C. v. Consumer Direct Enterprises, LLC.	Case No. 07-cv-479 (D. Nev.)
	F.T.C. v. Debt Management Foundation Services, Inc.	Case No. 04-cv-1674 (M.D. Fla.)
	F.T.C. v. Delaware Solutions	Case No. 1:15-cv-00875-RJA (W.D.N.Y)
	F.T.C. v. DeVry Education Group Inc.	Case No. 2:16-cv-579 (C.D. Cal.)
	F.T.C. v. Digital Enterprises, Inc.	Case No. 06-cv-4923 (C.D. Cal.)
	F.T.C. v. Dillon Sherif	Case No. 02-cv-00294 (W.D. Wash.)
	F.T.C. v. Discovery Rental, Inc., et al.	Case No: 6:00-cv-1057 (M.D. of Fla.)
	F.T.C. v. EdebitPay, LLC.	Case No. 07-cv-4880 (C.D. Cal.)
	F.T.C. v. Electronic Financial Group, Inc.	Case No. 03-cv-211 (W.D. Tex.)
	F.T.C. v. Eureka Solutions	Case No. 97-cv-1280 (W.D. Pa.)
	F.T.C. v. Federal Data Services, Inc., et al.	Case No. 00-cv-6462 (S.D. Fla.)
	F.T.C. v. Financial Advisors & Associates, Inc.	Case No. 08-cv-00907 (M.D. Fla.)
	F.T.C. v. First Alliance Mortgage Co.	Case No. 00-cv-964 (C.D. Cal.)
	F.T.C. v. First Capital Consumer Membership Services Inc., et al.	Case No. 1:00-cv-00905 (W.D.N.Y.)
	F.T.C. v. First Capital Consumers Group, et al.	Case No. 02-cv-7456 (N.D. III.)
	F.T.C. v. Franklin Credit Services, Inc.	Case No. 98-cv-7375 (S.D. Fla.)
	F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et al.	Case No. 03-cv-023031 (D. D.C.)
	F.T.C. v. Granite Mortgage, LLC	Case No. 99-cv-289 (E.D. Ky.)
	F.T.C. v. Herbalife International of America	Case No. 2:16-cv-05217 (C.D. Cal.)
	F.T.C. v. ICR Services, Inc.	Case No. 03-cv-5532 (N.D. III.)
	F.T.C. v. iMall, Inc. et al.	Case No. 99-cv-03650 (C.D. Cal.)
	F.T.C. v. Inbound Call Experts, LLC	Case No. 9:14-cv-81395-KAM (S.D. Fla.)
	F.T.C. v. Information Management Forum, Inc.	Case No. 2-cv-00986 (M.D. Fla.)
	F.T.C. v. Ira Smolev, et al.	Case No. 01-cv-8922 (S.D. Fla.)
	F.T.C. v. Jeffrey L. Landers	Case No. 00-cv-1582 (N.D. Ga.)
	F.T.C. v. Jewelway International, Inc.	Case No. 97-cv-383 (D. Ariz.)
	F.T.C. v. Kevin Trudeau	Case No. 98-cv-0168 (N.D. III.)
	F.T.C. v. Komaco International, Inc., et al.	Case No. 02-cv-04566 (C.D. Cal.)
	F.T.C. v. LAP Financial Services, Inc.	Case No. 3:99-cv-496 (W.D. Ky.)
	F.T.C. v. Lumos Labs, Inc.	Case No. 3:16-cv-00001 (N.D. Cal.)
	F.T.C. v. Marketing & Vending, Inc. Concepts, L.L.C., et al.	Case No. 00-cv-1131 (S.D.N.Y.)
	F.T.C. v. Mercantile Mortgage	Case No. 02-cv-5078 (N.D. III.)
	F.T.C. v. Merchant Services Direct, LLC	Case No. 2:13-cv-00279 (E. D. Wa.)
	F.T.C. v. Meridian Capital Management	Case No. 96-cv-63 (D. Nev.)
	F.T.C. v. NAGG Secured Investments	Case No. 00-cv-02080 (W.D. Wash.)
	F.T.C. v. National Consumer Counsil, Inc., et al.	Case No. 04-cv-0474 (C.D. Cal.)
	F.T.C. v. National Credit Management Group	Case No. 98-cv-936 (D.N.J.)
	F.T.C. v. National Supply & Data Distribution Services	Case No. 99-cv-128-28 (C.D. Cal.)
	F.T.C. v. Nationwide Information Services, Inc.	Case No. 00-cv-06505 (C.D. Cal.)
	F.T.C. v. NBTY, Inc.	No. 05-4793 (E.D.N.Y.)
	F.T.C. v. NetSpend	Case No. 1:16-cv-04203-AT (N.D. Ga.)



Practice Area	Engagement	Citation
	F.T.C. v. NutriMost LLC	Case No. 2:17-cv-00509-NBF (W.D. Pa.)
	F.T.C. v. One Technologies, LP	Case No. 3:14-cv-05066 (N.D. Cal.)
	F.T.C. v. Oro Marketing	Case No. 2:13-CV-08843 (C.D. Cal.)
	F.T.C. v. Pace Corporation	Case No. 94-cv-3625 (N.D. III.)
	F.T.C. v. Paradise Palms Vacation Club	Case No. 81-1160D (W.D. Wash.)
	F.T.C. v. Patrick Cella, et al.	Case No. 03-cv-3202 (C.D. Cal.)
	F.T.C. v. Platinum Universal, LLC	Case No. 03-cv-61987 (S. D. Fla.)
	F.T.C. v. Raymond Urso	Case No. 97-cv-2680 (S.D. Fla.)
	F.T.C. v. Rincon Management Services, LLC	Case No. 5:11-cv-01623-VAP-SP (C.D. Cal.)
	F.T.C. v. Robert S. Dolgin	Case No. 97-cv-0833 (N.D. Cal.)
	F.T.C. v. Southern Maintenance Supplies	Case No. 99-cv-0975 (N.D. III.)
	F.T.C. v. Star Publishing Group, Inc.	Case No. 00-cv-023D (D. Wy.)
	F.T.C. v. Stratford Career Institute	Case No. 1:16-cv-00371 (N.D. Ohio)
	F.T.C. v. Stuffingforcash.com Corp.	Case No. 02-cv-5022 (N.D. III.)
	F.T.C. v. Target Vending Systems, L.L.C., et al.	Case No. 00-cv-0955 (S.D.N.Y.)
	F.T.C. v. The College Advantage, Inc.	Case No. 03-cv-179 (E.D. Tex.)
	F.T.C. v. The Crescent Publishing Group, Inc., et al.	Case No. 00-cv-6315 (S.D.N.Y.)
	F.T.C. v. The Tax Club	Case No. 13-cv-210 (JMF) (S.D.N.Y.)
	F.T.C. v. The Tungsten Group, Inc.	Case No. 01-cv-773 (E.D. Va.)
	F.T.C. v. Think Achievement Corp.	Case No. 2:98-cv-12 (N.D. Ind.)
	F.T.C. v. Think All Publishing	Case No. 07-cv-11 (E.D. Tex.)
	F.T.C. v. Tracfone	Case No. 3:15-cv-00392 (N.D. Cal.)
	F.T.C. v. Trustsoft, Inc.	Case No. 05-cv-1905 (S.D. Tex.)
	F.T.C. v. Unicyber Gilboard, Inc.	Case No. 04-cv-1569 (C.D. Cal.)
	F.T.C. v. US Grant Resources, LLC.	Case No. 04-cv-0596 (E.D. La.)
	F.T.C. v. Verity International, Ltd., et al.	Case No. 00-cv-7422-LAK (S.D.N.Y.)
	F.T.C. v. Wellquest International, Inc.	Case No. 2:03-cv-05002 (C.D. Cal.)
	F.T.C. v. Wolf Group	Case No. 94-cv-8119 (S.D. Fla.)
	Federal Trade Commission In the Matter of BASF SE, BASF Corp & Diem Labs LLC	Case No.: FTC Matter/File Number 192 3088 Docket Numbers: C4744 and C4745
	Federal Trade Commission v BlueHIppo Funding, LLC	Case No.: 1:08cv01819-PAC (S.D. NY)
	Federal Trade Commission v Campbell Capital LLC	Case No.: 1:18cv01163-LJV-MJR (W.D. NY)
	Federal Trade Commission v Global Asset Financial Services Group, LLC et al.	Case No.: 3:19cv00055-GCM
	Federal Trade Commission v Lifewatch, Inc., a New York Corporation, also d/b/a LifeWatch USA	Case No.: 1:15cv5781 (N.D. IL)
	Federal Trade Commission v Wellco, Inc. et. al	Case No.: 1:21cv02081 (S.D. NY)
	Fernando N. Lopez and Mallory Lopez, et al. v. City Of Weston	Case No. 99-8958 CACE 07 (FL 17th Jud Dist)
	Fiori, et al. v. Dell Inc., et al.	Case No. 09-cv-01518 (N.D. Cal.)
	FMS, Inc. v. Dell, Inc. et al.,	Case No. 03-2-23781-7SEA (King County, Wash.)
	Frederick v Manor Care of Hemet CA, LLC	MCC2000202 (Riverside County, CA)
	FTC v 9140-9201 Quebec Inc. dba Premium Business Pages, Inc.	1:18-cv-04115 (E.D. IL)
	FTC v Elite IT Partners, Inc.	2:19-cv-00125 (D. UT)



Practice Area	Engagement	Citation
	FTC v Grand Teton Professionals, LLC et al.	3:19-cv-00933 VAB (D. CT)
	FTC v Manhattan Beach Venture LLC	Case No. 2:19cv7849 (C.D. CA)
	FTC v Physician's Technology, LLC	2:20-cv-11694 NGE-RSW (E.D. MI)
	FTC v Renaissance Health Publishing, LLC dba Renown Health Products	9:20-cv-80640 DMM (S.D. FL)
	FTC v Slac, Inc.	5:20-cv-00470 (C.D. CA)
	FTC v Zycal Bioceuticals Healthcare Company, Inc.	1:20-cv-10249 (D. MA)
	Galatis, et al. v. Psak, Graziano Piasecki & Whitelaw, et. al.	No. L-005900-04 (Middlesex County, NJ)
	Garcia v. Allergan	11-cv-9811 (C.D. Cal.)
	Gloria Lopez et al. v Progressive County Mutual Insurance Company	5:19-cv-00380 FB-ESC (W.D. TX)
	Grabowski v. Skechers U.S.A., Inc.	No. 3:12-cv-00204 (W.D. Ky.)
	Greg Benney, et al. v. Sprint International Communications Corp. et al.	Case No. 02-cv-1422 (Wyandotte County, KS)
	Griffin v. Dell Canada Inc	Case No. 07-cv-325223D2 (Ontario, Superio Court of Justice)
	Haas and Shahbazi vs. Navient Solutions and Navient Credit Finance Corporation	Case No. 15-35586 (DRJ) (S.D. Texas)
	Harris, et al. v. Roto-Rooter Services Company	Case No. 00-L-525 (Madison County, IL)
	Harrison, et al. v. Pacific Bay Properties	No. BC285320 (Los Angeles County, CA)
	Henderson, et al . V. Volvo Cars of North America, LLC, et al.	09-04146 (D.N.J.)
	In re H&R Block IRS Form 8863 Litigation	Case No. 4:13-MD-02474-FJG. (W.D. MO)
	In Re: Bancomer Transfer Services Mexico Money Transfer Litigation	BC238061, BC239611(Los Angeles County, CA)
	In Re: Certainteed Fiber Cement Siding Litigation	MDL 2270 (E.D. PA)
	In Re: H&R Block Express IRA Marketing Litigation	Case No. 06-md-01786 (W.D. Mo.)
	In Re: High Carbon Concrete Litigation	Case No. 97-cv-20657 (D. Minn.)
	In Re: High Sulfur Content Gasoline Products Liability Litigation	MDL No. 1632 (E.D. La.)
	In Re: Ria Telecommunications and Afex Mexico Money Transfer Litigation	Case No. 99-cv-0759 (San Louis Obispo, Cal.)
	In Re: Salmonella Litigation	Case No. 94-cv-016304 (D. Minn.)
	Janet Figueroa, et al. v. Fidelity National Title Insurance Company	Case No. 04-cv-0898 (Miami Dade County, Fla.)
	Jerome H. Schlink v. Edina Realty Title	Case No. 02-cv-18380 (D. Minn.)
	Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.	Case No. 98-cv-2178 (N.D. III.)
	John Babb, et al. v. Wilsonart International, Inc.	Case No. CT-001818-04 (Memphis, Tenn.)
	John Colin Suttles, et al. v. Specialty Graphics, Inc.,	Case No. 14-505 (W.D. TX)
	Kenneth Toner, et al. v. Cadet Manufacturing Company	Case No. 98-2-10876-2SEA (King County, Wash.)
	Kiefer, et al. v. Ceridian Corporation, et al.	Case No. 3:95-cv-818 (D. Minn.)
	Kim Schroll et al. v Lakewood Residential Care LLC dba Lakewood Park Manoı	18STCV29819 (Los Angeles County, CA)
	Kobylanski et al. v. Motorola Mobility, Inc. et al.	No. 13-CV-1181 (W.D. Pa.)
	Lisa Ranieri et al.v AdvoCare International, L.P.	Case No. 3:17-cv-00691 B (N.D. TX)
	Long et al v. Americredit Financial Services, Inc.	0:2011-02752 (Hennepin County, MN)
	Louis Thula, et al. v. Lawyers Title Insurance Corporation	Case No. 0405324-11 (Broward County, Fla.)
	Lynn Henderson, et al. v. Volvo Cars of North America, LLC, et al.	No. 2:09-cv-04146-CCC-JAD (D.N.J.)
	Lynnette Lijewski, et al. v. Regional Transit Board, et al.	Case No. 4:93-cv-1108 (D. Minn.)
	Mark Laughman, et al. v. Wells Fargo Leasing Corp. et al.	Case No. 96-cv-0925 (N.D. III.)
	Mark Parisot et al v. US Title Guaranty Company	Case No. 0822-cc-09381 (St. Louis Circuit Court, Mo.)
	Mark R. Lund v. Universal Title Company	Case No. 05-cv-00411 (D. Minn.)

Practice Area	Engagement	Citation
	Marks, et al. v. The Realty Associates Fund X, et al.	CA No. SUCV2018-00056-BLS1 (Suffolk County, MA)
	Melissa Castille Dodge, et al. v. Phillips College of New Orleans, Inc., et al.	Case No. 95-cv-2302 (E.D. La.)
	Michael Drogin, et al. v. General Electric Capital Auto Financial Services, Inc.	Case No. 95-cv-112141 (S.D.N.Y.)
	Michael Sutton v. DCH Auto Group, et al.	(Essex County, NJ)
	Michael T. Pierce et al. v. General Electric Capital Auto Lease	CV 93-0529101 S
	Mitchem, et al v. Illinois Collection Service, Inc.	Case No. 09-cv-7274 (N.D. III.)
	Northcoast Financial Services v. Marcia Webster	2004 CVF 18651 (Cuyahoga County, OH)
	Olivia Savarino et al. v Lincoln Property Co.	14-1122C (Essex County, MA)
	Oubre v. Louisiana Citizens Fair Plan	No. 625-567 (Jefferson Parish, LA)
	Patricia Faircloth, et a. v. Certified Finance, Inc., et al.	Case No. 99-cv-3097 (E.D. La.)
	Pistilli v. Life Time Fitness, Inc.	Case No. 07-cv-2300 (D. Minn.)
	Rawlis Leslie, et al. v. The St. Joe Paper Company	Case No. 03-368CA (Gulf County, Fla.)
	Regayla Loveless, et al. v. National Cash, Inc, et al.	Case No. 2001-cv-892-2 (Benton County, Ark.)
	Ricci, et al., v. Ameriquest Mortgage Co.	Case No. 27-cv-05-2546 (D. Minn.)
	Ronnie Haese, et al. v. H&R Block, et al.	Case No. 96-cv-423 (Kleberg County, Tex.)
	Sandra Arnt, et al. v. Bank of America, N.A.	No. 27-cv-12-12279 (Hennepin County, MN)
	Sara Khaliki, et al. v. Helzberg Diamond Shops, Inc.	4:11-cv-00010 (W.D. Mo.)
	Shepherd, et al. v. Volvo Finance North America, Inc., et al.	Case No. 1:93-cv-971 (D. Ga.)
	Skusenas v. Linebarger, Goggan, Blair & Sampson, LLC.	Case No. 1:10-cv-8119 (N.D. III.)
	Smith v. NRT Settlement Services of Missouri, LLC	Case No. 06-cv-004039 (St. Louis County, MO)
	Terrell Ervin v. Nokia Inc. et al.	Case No. 01-L-150 (St. Clair County, III.)
	The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.	Case No. 19STCV28214 (Los Angeles County, CA)
	Theresa Boschee v. Burnet Title, Inc.	Case No. 03-cv-016986 (D. Minn.)
	Thomas Geanacopoulos v. Philip Morris USA, Inc.	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	Thomas Losgar, et al. v. Freehold Chevrolet, Inc., et al.	Case No. L-3145-02 (Monmouth County, NJ)
	Tiffany Ellis, et al. v. General Motors LLC	Case No. 2:16-cv-11747 (E.D. Mich.)
	Tom Lundberg, et al. v. Sprint Corporation, et al.	Case No. 02-cv-4551 (Wyandotte County, Kan.)
	Truc-way, Inc., et al. v. General Electric Credit Auto Leasing	Case No. 92-CH-08962 (Cook County, III.)
	Trudy Latman, et al. vs. Costa Cruise Lines, N.V., et al	Case No. 96-cv-8076 (Dade County, Fla.)
	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. David Merrick	6:10-cr-109-Orl-35DAB
	U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla)
	United States of America v. Alfredo Susi, et al.	3:07-cr-119 (W.D.N.Y.)
	United States of America v. David Merrick	6:10-cr-109-Orl-35DAB
	United States of America v. Elite Designs, Inc.	Case No. 05-cv-058 (D. R.I.)
	United States of America v. Evolution Marketing Group	Case No. 6:09-cv-1852 (S.D. Fla.)
	United States of America v. Regenesis Marketing Corporation	No. C09-1770RSM (W.D. Wash.)
	United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla.)
	Vicente Arriaga, et al. v. Columbia Mortgage & Funding Corp, et al.	Case No. 01-cv-2509 (N.D. III.)
	William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.	Case No. 315343 (Cuyahoga County, Ohio)



Practice Area	Engagement	Citation
	Zyburo v. NCSPlus Inc.	Case No. 12-cv-06677 (S.D.N.Y.)
CryptoCurrency	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
	United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.	Case No. 09-cv-01731 (C.D. Cal.)
Data Breach	Arkansas Federal Credit Union v Hudson's Bay Company	Case No.: 1:19cv4492 - PKC (S.D. NY)
	F.T.C. v. Choicepoint	Case No. 06-cv-0198 (N.D. Ga.)
	First Choice Federal Credit Union v. The Wendy's Company	Case No. 2:16-cv-00506-NBF-MPK (W.D. Pa.)
	In Re Equifax, Inc. Customer Data Security Breach Litigation	1:17-md-2800 TWT (N.D. GA)
	In Re Hudson's Bay Company Data Security Incident Consumer Litigation	Case No. 1:18-cv-08472 PKC (S.D. N.Y.)
	Jane Doe et al. v Tewksbury Hospital	Case No.: 1881-CV-01495 Superior Court of the State of Massachusetts
	Sterling et al. v. Strategic Forecasting, Inc. et al.	No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)
	Veridian Credit Union v. Eddie Bauer LLC	No. 2:17-cv-00356 (W.D. Wash.)
	Village Bank et al. v Caribou Coffee Company, Inc.	0:19-cv-01640 (D. MN)
Data Breach/Privacy	Anderson, et al. v. United Retail Group, Inc., et al.	Case No. 37-cv-89685 (San Diego County, Cal.)
	F.T.C. v. CEO Group, Inc.	Case No. 06-cv-60602 (S.D. Fla.)
	In Re: U.S. Bank National Association Litigation	Case No. 99-cv-891 (D. Minn.)
Employment	Aaron Kudatsky v Tyler Technologies	Case No. 3:19cv7647 (N.D. CA)
	Aaron Riffle et al. v Cristy's Pizza, Inc.	2:19-cv-04750 GCS-CMV (S.D. OH)
	Adam P. Kelly, et al v. Bank of America, N.A., et al.	No. 10-CV-5332 (E.D. III.)
	Adrian Traynum v MOBIS North America, LLC	Case No.: 3:18cv2312 (W.D. OH)
	Alequin, et al. v. Darden Restaurants, Inc. et al.	Case No.: 12-61742-CIV (S.D. Fla.)
	Alexis Parker v IAS Logistics DFW, LLC d/b/a/ PInnacle Logistics	Case No.: 1:20cv05103 (N.D. IL)
	Alice Daniels v Ohio State Physicians, Inc.	Case No.: 2:20cv05859-MHW-EPD (S.D. OH)
	Alice Williams, et a. v. H&R Block Enterprises	RG 08366506, (County of Alameda, CA)
	Alicia Ousley v CG Consulting d/b/a Scores Columbus	Case No. 2:19-cv-01744 SDM-KAJ (S.D. OH)
	Alma Anguiano v. First United Bank and Trust Co.	Case No. CIV-12-1096 (D. Okla.)
	Amanda Krzyzanowski v Brunch, Ltd.	Case No.: 1:19cv07427 (N.D. IL)
	Anatoliy Mikityuk v Cision US, Inc.	Case No.: 1:21cv00510 (S.D. NY)
	Andrew R. Rondomanski, et al. v. Midwest Division, Inc.	No. 11-cv-00887 (W.D. Mo.)
	Angela Roper v Verizon Communications, Inc.	Case No.: 5:18cv05270-EGS (E.D. PA)
	Antwaun Jones et al. v United American Security LLC	Case No. 1:20cv00440 JG (N.D. OH)
	Aqualina Etheridge v Vita-Mix Manufacturing Corporation	Case No.: 1:21cv00179 (N.D. OH)
	Armando Gutierrez v Big Biscuit Company, LLC	Case No.: 2:19cv02687-KHV-ADM (D. KS)
	Arturo Reyes et al. v Ivary Management Co. dba Renaissance Stone Care and Waterproofing	19CV340357 (Santa Clara, CA)
	Audra Blankers v Pushpay USA, Inc	Case No.: 2:21cv01549 (W.D.WA)
	Austin Binder v Brentlinger Enterprises d/b/a Midwestern Auto Group	Case No.: 2:21cv00136-MHW-KAJ (S.D. OH)
	Balandran, et al. v. Labor Ready, et al.	BC 278551 (Losa Angeles County, Cal.)
	Ballard, et al. v. CoreCivic of Tennessee, LLC	Case No. 3:20cv418 (M.D. Tenn.)
	Ballard, et al., v. Fogo de Chao, LLC	Case No. 09-cv-7621 (D. Minn.)
	Barbara Jane Freck et al. v Cerner Corporation	4:20-cv-00043 BCW (W.D. MO)
	Batiste v. TopGolf International Inc. and TopGolf USA Spring Holdings, LLC	Civil Action 4:20-cv-00655 (S.D. Tx.)

Practice Area	Engagement	Citation
	Beasley, et al. v. GC Services LP	Case No. 09-cv-01748 (E.D. Mo.)
	Berry v. Farmers Bank & Trust, N.A.	Case No. 13-02020
	Berte v. WIS Holdings Corporation	07-cv-1932 (S.D. Cal.)
	Bishop et al. v. AT&T Corp.	Case No. 08-cv-00468 (W.D. Pa.)
	Blaire Woodward v VanCuren Services, Inc.	Case No.: 1:20cv01818 (N.D. OH)
	Bobbi Hardisky et al. v Gateway Health LLC	Case No. 2:20-cv-01483 MPK (W.D. PA)
	Bobbie Jarrett v. GGNSC Holdings, LLC	Case No.: 12-CV-4105-BP (W.D. Mo.)
	Bobbi-Jo Smiley et al. v E.I. Dupont De Nemours and Company	3:12-cv-02380 (M.D. PA)
	Branden P. Stewart v Rush Creek Gaming, LLC	Case No. 21:20cv02566 (N.D. IL)
	Brenda Wickens, et al. v Thyssenkrupp Crankshaft Co. LLC	Case No. 1:19-cv-06100 (S.D. IL)
	Brian Smith et al. v Kellogg Company	1:18-cv-01341 PLM-RSK (D. NV)
	Brittanee Tupitza et al. v Texas Roadhouse Management Corporation	Case No. 1:20-cv-00002 (W.D. PA)
	Bryon Lefort v Gulfport Energy Corporation	Case No.: 2:20cv01792-SDM-KAJ (S.D. OH)
	Cara Nasisi et al.v Comprehensive Health Management, Inc.	Case No. 1:19-cv-4132 KPF (S.D. N.Y.)
	Carlos Calderas, et al. v AK Tube, LLC	Case No. 3:19-cv-02431 JZ (W.D. OH)
	Carmen Orbegoso et al. v Sprout Social, Inc.	Case No.: 1:21cv03928 (N.D. IL)
	Carolyn Bledsoe at al. v LHC Group, Inc.	2:18-cv-02863 (D. AZ)
	Carolyn M. Nicholson et al. v IOC-Boonville, Inc. dba Isle of Capri Casino Hotel, Boonville	2:19-cv-04084 (W.D. MO)
	Carr v Guardian Healthcare Holdings, Inc.	Case No.: 2:20cv06292 (S.D. OH
	Carrie Gallagher v. Charter Foods, Inc.	Case No.: 2:20cv00049-MRH (W.D. PA)
	Chad Knecht v C&W Facility Services Inc.	Case No.: 1:21cv11661-LTS (D. MA)
	Chandler Glover and Dean Albrecht, et al., v. John E. Potter	EEOC No. 320-A2-8011X; Agency No. CC-801-0015-99
	Chantel Headspeth et al. v TPUSA, Inc. dba Teleperformance USA	2:19-cv-02062 ALM-CMV (S.D. OH)
	Charles Fravel, et al. v General Mills Operations, LLC	Case No. 2:20-cv-01094 EAS-CMV (S.D. OH)
	Cheyenne Seiber at al.vManagement and Training Corporation	3:19-cv-02983 (N.D. OH)
	Christian Chichester v ShipBob, Inc.	Case No.: 1:21cv06016 (N.D. IL)
	Christopher Evins v. Glow Networks, Inc.	Case No. 14-cv-00544 (W.D. Mo.)
	Christopher Levi v The Kroger Company	Case No.: 1:21cv00042 (S.D. OH)
	Christopher Rawlings ae al. v BMW Financial Services NA, LLC	2:20-cv-02289 EAS-KAJ (S.D. OH)
	Christopher Robison v Techserv Consulting and Training, Ltd.	Case No. 3:19cv00896 (N. D. OH)
	Christy Barker et al. v Stark County, Ohio	Case No.: 5:19cv00276 (N.D. OH)
	Claudine Wilfong, et al. v. Rent-A-Center, Inc.	Case No. 00-cv-680 (S.D. III.)
	Clinton Jackson v Synergies3 TEC Services, LLC	Case No.: 4:19cv00178-RLW (E.D. MO)
	Coltogirone, et al. v. Gateway Health, LLC	Case No. 2:20-cv-00605-MJH (W.D. Pa.)
	Copher v. Motor City Auto Transport, Inc.	15-2500-CK (Macomb County, MI)
	Corey Infantino v Sealand Contractors Corp.	Case No.: 6:20cv06782 (W.D. NY)
	Creed, et al. v. Benco Dental Supply Co.	3:12-CV-1571 (E.D. Pa.)
	Dafnis Filho v OTG Management, LLC	Case No.: 1:19cv08287 (S.D. NY)
	Dane Wilson v Jamaica Service Program For Older Adults, Inc.	Case No.: 1:21cv01263-BMC (E.D. NY)
	Dania Pruess, et al. v Presbyterian Health Plan, Inc.	Case No. 1:19-cv-629 KG-JFR (D. New Mexico)
	Darrin Dickerson et al. v Zayo Group, LLC	1:20-cv-02490 (D. CO)

Practice Area	Engagement	Citation
	Dawn Bellan, et al. v Capital Blue Cross	Case No. 1:20-cv-00744 YK (M.D. PA)
	Day, et al. v. KASA Delivery LLC.	Case No. 01-17-0000-2142 (AAA)
	De La Torre v. Colburn Electric Company	Civil Action No. 4:20-cv-00127-JED-JFJ (N.D. Okla
	Doe, et al. v. Cin-Lan, Inc, et al.	Case No. 4:08-cv-12719 (E.D. Mich.)
	Doe, et al. v. Déjà Vu Services, Inc., et al.,	No. 2:16-cv-10877 (E.D. Mich.)
	Don Brooks et al. v C.H. Robinson International, Inc. et al.	4:16-cv-00939 (W.D. MO)
	Donald Sheppard v GFL Environmental Services USA, Inc.	Case No.: 1:21cv02743 (N.D. IL)
	Donna Disselkamp at al. v Norton Healthcare, Inc.	3:18-cv-00048 CRS (W.D. KY)
	Donna Marcum v Lakes Venture LLC dba Fresh Thyme Farmers Market LLC	3:19-cv-00231 DJH (W.D. KY)
	Dorothy Clark et al. v International Automotive Components Group North America, Inc.	Case No.: 3:20cv01109 (N.D. OH)
	DuBeau et al v. Sterling Savings Bank et al.	No. 12-cv-1602 (D. Or.)
	Dzianis Huziankou et al. v NY Sweet Spot Café Inc. dba Sweetspot Café	1:18-cv-05715 (E.D. N.Y.)
	Ebony Jones at al. v CBC Restaurant Corp. dba Corner Bakery Cafe	1:19-cv-06736 (N.D. IL)

EEOC v Oceanic Time Warner Cable LLC, et al.

Elizabeth Border et al. v Alternate Solutions Health Network LLC

Edward Watson at al. v Tennant Company, a Minnesota Corporation

Elvia Boyzo et al. v United Service Companies, Inc.

Equal Employment Opportunity Commission (EEOC) v. Star Tribune Company

Equal Employment Opportunity Commission v Faribault Foods, Inc. Feiertag v. DDP Holdings, LLC d/b/a Apollo Retail Specialists, LLC,

Felina Robinson v The Buffalo News, Inc. Ferreras, et. al v. American Airlines, Inc. Fisher, et al. v. Michigan Bell Telephone Company Frank De La Paz v. Accurate Courier NCA LLC

Frank, Peasley, Waters, and Wilhelm, v Gold'n Plump Poultry, Inc.

French v. Midwest Health Management, Inc. Geelan, et al. v. The Mark Travel Coporation

Gina R. Lipari-Williams v Penn Missouri Gaming Company, LLC

Gipson, et al. v. Southwestern Bell Telephone Company

Grant Wachtelhausen v CCBCC, Inc. Greene, et al. v. Shift Operations LLC, et al. Gregory Hernandez v. The Children's Place

Gretchen Valencia et al. v Armada Skilled Home Care of NM LLC

Guenadia Kalotova v Balboa Healthcare Inc. Hawkins v. JPMorgan Chase Bank, N.A.

Heather Betts et. al. v Central Ohio Gaming Ventures, LLC

Helen Bernstein, et al. v. M.G. Waldbaum Helen Hamlin v Gorant Chocolatier, LLC

Holt v. Living Social Hope Gofton v Kforce, Inc.

Ilyana Rosario v Shurtape Technologies, LLC

Case No.: 1:21cv02743 (N.D. IL)
3:18-cv-00048 CRS (W.D. KY)
3:19-cv-00231 DJH (W.D. KY)
Case No.: 3:20cv01109 (N.D. OH)
No. 12-cv-1602 (D. Or.)
1:18-cv-05715 (E.D. N.Y.)
1:19-cv-06736 (N.D. IL)
2:18-cv-02462 WBS-DB (E.D. CA)
Case No. CV -18-00357 DKW-KJM (D. Hawaii)
Case No. 2:20-cv-01273 ALM-KAJ (S.D. OH)
1:18-cv-6854 (N.D. IL)
Case No. 08-cv-5297(D. Minn.)
Case No. 07-cv-3976 (D. Minn.)
Case No. 2:14-cv-2643 (S.D. Ohio)
Case No. 801427/2019 (Erie County, NY)

16-cv-2427 (D.N.J.)

Case No. 09-cv-10802 (E.D. Mich.)

Case No. 04-cv-1018 (D. Minn.)

Case No. 16CV00555 (County of Santa Cruz, CA)

Case No.: 2:14-cv-2625 Case No. 03-cv-6322 (D. Minn.) Case No.: 5:20cv6067-SRB (W.D. MO) Case No. 08-cv-2017 (D. Kan.)

Case No.: 2:20cv06234-SDM-CMV (S.D. OH)

Case No. CGC 16-552307 (County of San Francisco, CA)

No. CGC 04-4300989 (San Francisco, CA)

1:18-cv-01071 KG-JFR (D. NM)

Case No.: 37-2020-00012690-CU-PO-CTL San Diego Superior Court, CA

Case No. 8:19-cv-02174 (M.D. Fla.) 2:16-cv-00373 EAS-EPD (S. D. OH) Case No. 08-cv-0363 (D. Minn.) 4:20-cv-00117 (N.D. OH) 1:2012cv00745 (D.D.C.) Case No.: 2:20cv04886 (E.D. PA)

Case No.: 1:21cv00391 (N.D. OH)

Practice Area	Engagement	Citation
	Jacob Bartakovits et al. v Wind Creek Bethlehem LLC dba Wind Creek Bethlehem	5:20-cv-01602 (E.D. PA)
	Jacob Rodriguez v Peak Pressure Control LLC	Case No.: 2:17cv00576-JCH-KBM (D. NM)
	Jacob Wilson v. The Kroger Company	Case No.: 1:20cv00936-DRC (S.D. OH_
	James Edgar v Westchester Parkway Consulting LLC d/b/a Solvita Health	Case No.: 2:21cv00533-MHW-KAJ (S.D. OH)
	James Meyers et al. v Boomerang Rubber, Inc.	3:19-cv-00070 WHR (S.D. OH)
	James Oakley et al. v The Ohio State University Wexner Medical Ctr.	2017-00845 (Oh state Court of Claims)
	James Smith et al. v Oakley Transport, Inc.	3:19-cv-05854 EMC (N.D. CA)
	Jamise Collins et al. v Goodwill Industries of Greater Cleveland & East Central Ohic	1:19-cv-01433 (N.D. OH)
	Jason Adams et al. v Wenco Ashland, Inc.	1:19-cv-1544 CEH (N.D. OH)
	Jason Hall v Barberton Tree Service	Case No. 5:20cv02036 (E.D. OH)
	Jason Mass et al. v the Regents of the University of California et al.	RG17-879223 (Alameda County, CA)
	Javier Garza et al. v Wood Group USA, Inc.	4:20-cv-00253 (S.D. TX)
	Jay Huntsman v Southwest Airlines Company	Case No.: 4:19cv00083 (N.D. CA)
	Jennifer Dennis et al. v Greatland Home Health Services, Inc.	1:19-cv-05427 (N.D. IL)
	Jennifer Hardy et al. v DuPage Medical Group, LTD	1:19-cv-02265 (N.D. IL)
	Jennifer Hayes, et al. v Thor Motor Coach Inc.	Case No. 3:19-cv-375 DRL-MGG (N.D. IN)
	Jeremiah Smith et al. v PPG Industries, Inc.	1:19-cv-01518 (N.D. OH)
	Jessica Owens et al. v Hearthside Food Solutions, LLC	3:19-cv-02479 (N.D. OH)
	Jill Tompkins v Ferny Properties, LLC d/b/a/ The Northern Gentlemen's Club	Case No.: 3:18cv00190-PDW-ARS (E.D. ND)
	Jimmy West v. PSS World Medical, Inc.	Case No. 4:13-cv-00574 (E.D. Mo.)
	Jinette Francois et al. v Pine Valley Center for Rehabilitation and Nursing	Case No.: 7:20cv01780 (S.D. NY)
	John Alba, et al. v. Papa John's USA, Inc.	Case No. 05-cv-7487 (W.D. Cal.)
	John Lahnenan v General Aluminum Mfg. Company	Case No.: 5:20cv01066 (N.D. OH)
	John Lewis et al. v Sentry Electrical Group, Inc.	1:19-cv-00178 WOB (S.D. OH)
	Johnson, et al v. General Mills, Inc.	Case No. 10-cv-1104 (W.D. Mo.)
	Joseph Connors v American Medical Response, Inc. Services, Inc.	1:20-cv-05046 (S.D. N.Y.)
	Joseph Gallant et al. v Arrow Consultation Services, Inc.	1:19-cv-00925 (S.D. IN)
	Justice v. Associated Materials, LLC	Case No. 5:20-cv-00410-SL (N.D. Ohio)
	Justin Baughman et al. v KTH Parts Industries, Inc.	Case No.: 3:1900008-WHR (S.D. OH)
	Karyn Petersen, et al. v EmblemHealth, Inc. et al.	Case No. 1:20-cv-2568 CBA-RLM (E.D.N.Y.)
	Kelly Marie Camp, et al. v. The Progressive Corporation, et al.	Case No. 01-cv-2680 (E.D. La.)
	Kelly, et al v. Bank of America, N.A. et al.	No. 10-5332 (N.D. III.)
	Kemoni Bailey v Paradies Shops, LLC	Case No.: 2:20cv02610-ALM-EPD (S.D. OH)
	Kevin Moitoso et al. v FMR LLC	1:18-cv-12122 WGY (D. MA)
	Kimberly Green v Reliance Standard Life Insurance Company	Case No.: 1:20cv03878 (N.D. IL)
	Krystal Lockett et al. v. Pinnacle Entertainment, Inc., et.al	Case No.: 4:19cv358 -APG-NJK (D. NV)
	Kulauzovic et al. v. Citibank, N.A.	Index No. 507538/2018 (County of Kings, NY)
	Kusinski v. MacNeil Automotive Products Limited	Case No. 17-cv-3618 (N.D. III.)
	Lang, et al v DirecTV, Inc., et al.	No. 10-1085 (E.D. La.)
	Latanya Miles et al. v Variety Wholesalers, Inc.	1:19-cv-01714 PAB (N.D. OH)
	Laura A. Day v PPE Casino Resorts Maryland, LLC d/b/a Live! Casino & Hote	Case No.: 1:20cv01120-RDB (D. MD)

Practice Area	Engagement	Citation
	Lavar Martin et al. v Summit County	5:19-cv-02641 JRA (N.D. OH)
	Lawrence Peebles v Concourse Village, Inc.	Case No.: 1:20cv06940 (S.D. NY)
	Lee and Campion v. The City of Philadelphia	NO. 001125 (Court of Common Pleas, Philadelphia County)
	Linda J. Calhoun et al. v Aon Hewitt Health Insurance Solution, Inc.	Case No. 1:19-cv-01810 (N.D. IL)
	Luckett v American House Management Company LLC	Case No.: 2019-CH-02779 Circuit Court of Cook County, IL (Chancery Dividion
	Lykke Jensen v Murietta Gardens, LLC	Case No.: MCC2002017 Riverside County Superior Court of California
	Lynn Lietz, et al. v. Illinois Bell Telephone Company, et al.	No. 1:11-cv-0108 (N.D. III.)
	Mallory v. Aclara Smart Grid Solutions, LLC	Case No. 2:20-cv-0240 (S.D. Ohio)
	Mark Satterly et al. v Airstream, Inc.	3:19-cv-00032 WHR (S.D. OH)
	Mary Hutkai, et al. v. Penn National Gaming, Inc., et al.	Case No. 4:16-cv-00906 (W.D. Mo.)
	Mary Walburn et al. v Lend-A-Hand Services, LLC	2:19-cv-00711 ALM-CMV (S.D. OH)
	Megan Reust v Midwest Medical Transport Company, LLC	Case No.: 1:20cv01548 (N.D. OH)
	Melissa Croskey v Hogan Services, Inc.	Case No.: 2:20cv03062-MHW-CMV (S.D. OH)
	Melvin Marek, Jr. v Toledo Tool & Die Company Inc.	Case No.: 3:16cv3005 (N.D. OH)
	Michael A. Rivota et al. v Bank of America Corporation	1:18-cv-03843 (N. D. IL)
	Michael Fisher et al. v Dura-Line Corporation	1:19-cv-00286 (N. D. OH)
	Michael Levine, et al. v Vitamin Cottage Natural Food Markets, Inc.	Case No. 1:20-cv-00261 STV (D. CO)
	Michael Thomas et al. v TEKsystems, Inc.	Case No.: 2:21cv00460-WSS (W.D. PA)
	Michelle Jackson, et al. v. Jamba Juice Company	Case No. 8:02-cv-00381 (C.D. Cal.)
	Mikhail Sapozhnikov v LIC Payroll Processing Corporation	Index No.: 507473/2021 Supreme Ct. of the State of NY (Kings County)
	Monica Brunty et al. v Optima Health Plan	2:19-cv-00255 (E.D. VA)
	Nicholas O'Neil et al. v Miller Pipeline LLC	Case No. 2:20-cv-04034 MHW-CMV (E.D. OH)
	Nicole Blackstone v Dearborn Life Insurance Company	Case No.: 1:21cv01201 (N.D. IL)
	Nikia Edwards v Optima Health Plan	Case No. 2:20cv00192 -AWA-LRL (E.D. VA)
	Norma Marquez et al. v RCKC Corporation et al.	1:18-cv-07977 (N.D. IL)
	OFCCP v. B&H Foto & Electronics Corp.	Case No. 2016-OFC-0004 (Department of Labor)
	Owen, et al. v. Punch Bowl Minneapolis, LLC	Case No. 19-cv-0955 (D. Minn)
	Pamela Adams, et al., v. MedPlans Partners, Inc	Case No. 3:07-cv-259 (W.D. Ky.)
	Parnell, et al. v. Academy Mortgage Corporation	Case No. 01-17-0004-5311 (AAA)
	Pedro Rodriguez Martinez v Alpha Technologies Services, Inc.	5:17-cv-628 (E.D. NC)
	Phillip Busler, et al. v. Enersys Energy Products Inc., et al.	Case No. 09-cv-0159 (W.D. Mo.)
	Powell v. The Kroger Company and Dillon Companies, LLC	Case No. 1:20-cv-01983 (D. Colo.)
	Prentis Walton et al. v Oldcastle Building Envelope, Inc.	3:18-cv-02936 (N. D. OH)
	Rachel Johnson v Centor Inc.	Case No.: 5:19cv02622-SL (N.D. OH)
	Ray Cruz-Perez v Penn National Gaming, Inc.	1:20-cv-02577 (N.D. IL)
	Robert Eddings v. General Aluminum Manufacturing Company	Case No. 1:17-CV-00362 (N.D. Ohio)
	Robert Kain et al. v ENV Services, Inc.	Case No.: 1:20cv00988-TSB (S.D. OH)
	Robert Stock et al. v Xerox Corporation	Case No. 6:16-cv-06256 EAW (W.D. N.Y.)
	Rocher, et al. v. Sav-on Drugs, et al.	Case No. BC 227551 (Los Angeles County, Cal.)
	Russell Cain v JB Hunt Transport, Inc.	Case No. D-202-CV-2019-00710 (Bernalillo County, NM)
	Russell, et al. v. Illinois Bell Telephone Company	Case No. 08-cv-1871 (N.D. III.)



Practice Area	Engagement	Citation
	Ryan Myres v Hopebridge, LLC	Case No.: 2:20cv05390-EAS-KAJ (S.D. OH)
	Ryan Ransom et al. v Burrows Paper Corporation	Case No. 2:20-cv-03824 MHW-CMV (S.D. OH)
	Sakinah Kelly at al. v Evolent Health LLC	1:19-cv-00500 (N. D. IL)
	Salamon v. Bayview Loan Servicing, LLC	No. 01-17-0002-1424 (AAA)
	Samuel Morse v NTI Services, Corp.	Case No.: 2:20cv02173-EAS-EPD (S.D. OH)
	Sandy Duvet V Pine Valley Center For Rehabilitation and Nursing	Case No.: 7:19cv03744 (S.D. NY)
	Sasha Alleman v LPS Services, LLC	Case No.: 2:20cv04830 (E.D. OH)
	Scott Snider et at. V Quantum Health, Inc.	2:20-cv-02296 CMV (E.D. OH)
	Sequoia Moss-Clark, et al. v. New Way Services, Inc., et al.	Case No. C12-1391 (Contra Costa County, CA)
	Sergio Moreno et al. v Silvertip Completion Services Operating LLC	Case No. 7:19-cv-00240 (W.D. TX)
	Shane Hixson v MPW Industrial Services, Inc.	Case No.: 2:20cv03361-SDM-EPD (S.D. OH)
	Shannon Wheeler v. Cobalt Mortgage, Inc. et al.	Case No. 2:14-cv-B1847-JCC (W.D. WA)
	Sherman Wright et al. v The Kroger Co.	1:19-cv-00761 MRB (S.D. OH)
	Smallwood, et al. v. Illinois Bell Telephone Company,	Case No. 09-cv-4072 (N.D. III.)
	Smith v. Family Video	No. 11-cv-01773 (N.D. III.)
	Smith v. Pizza Hut, Inc.	No. 09cv-01632-CMA-BNB (D. Colo.)
	Speraneo v. BJC Health Systems, Inc. d/b/a BJC HealthCare	Case No. 1322-CC09701 (St. Louis County, MO)
	Stephanie Sanz, et al. v. Johny Utah 51, LLC	Case No. 14-cv-4380 (S.D.N.Y.)
	Stephen DiGiorgio et al. v EOS Holdings, Inc.	1:16-cv-11069 (D. MA)
	Steven Belt v P.F. Chang's China Bistro, Inc.	2:18-cv-03831 AB (E.D. PA)
	Tanielle Thomas vWalmart, Inc.	18-cv-4717 (E.D. PA)
	Taryana Abdulzalieva v. Advanced Domino, Inc.	Case No: 1:21cv00124 (E.D. NY)
	Teeter v. NCR Corporation	Case No. 08-cv-00297 (C.D. Cal.)
	Terri Powell et al. v IKEA Industry Danville, LLC	4:18-cv-00058 (W.D. VA)
	Terrie Gammon et al. v Marietta OPCO, LLC dba Arbors at Marietta	2:19-cv-05140 JLG-EPD (S.D. OH)
	The Fortune Society, Inc. et al. v. Macy's, Inc. et al.	No. 19 Civ. 5961 (S.D.N.Y.)
	Thomas Cramer et al. v. Bank of America, N.A. et al.	Case No. 12-08681 (N.D. III.)
	Thomas Dege, et al., v. Hutchinson Technology, Inc.	Case No. 06-cv-3754 (D. Minn.)
	Thomas Kavanagh v Redwood Logistics, LLC	Case No. 1:21cv00715 (E.D. IL)
	Thomas Schell, et al. v. The Kroger Company d/b/a Kroger	Case No.: 1:21cv00103-MRB (S.D. OH)
	Thomas v. Kellogg Company et al.	Case No. 3:13 Civ. 05136 (W.D. Wash.)
	Thompson v. Qwest Corporation, et al.	Civil Action No.: 1:17-cv-1745 (D. Colo.)
	Tim Blackwell et al. v Commercial Refrigeration Specialists, Inc.et al.	Case No.: 2:20cv01968-KJM-CKD (E.D. CA)
	Tina Harden v The Results Companies, LLC	Case No.: 1:19cv01353-JES-JEH (C.D. IL)
	Todd Coleman v Trophy Nut Co.	3:19-cv-00374 TMR (S.D. OH)
	Tony Caccavale v Hewlett-Packard Company	Case No.: 2:20cv00974 (E.D. NY)
	Traci L. MacMann v Tropicana Entertainment, Inc.	Case No.: 4:19cv00404 (E.D. MO)
	Tracie Ford et al. v Cardinal Innovations Healthcare Solutions	Case No. 1:20-cv-00736 (M.D. NC)
	Tracy Mattison et al. v Trubridge, Inc.	5:19-cv-01618 JRA (N.D. OH)
	Trista L.Freeman, et al. v Crossroads Hospice of Northeast Ohio LLC	Case No. 5:20-cv-01579 BYP (E.D. OH)
	Twohill, et al. v. First Acceptance Corporation	Case No. 3:17-cv-00284 (M.D. Tenn.)



Practice Area	Engagement	Citation
	Tyler Wyse v Sauder Woodworking, Co.	Case No.: 3:21cv00957-JRK (N.D. OH)
	Wallace Pitts at al. v. G4s Secure Solutions (USA), Inc.	2:19-cv-02650 MHW-CMV (E.D. OH)
	Watkins, et al. v. I.G. Incorporated, etl a.	Case No. 27-13-15361 (Hennepin County, MN)
	Weeks v. Matrix Absence Management, Inc.	Case No. 2:20-cv-884 (D. Arizona)
	White et al. v. Edward Jones Co., L.P. dba Edward Jones	No. 17 Civ. 02004 (N.D. Ohio)
	Wilkinson, et al. v. NCR Corporation	Case No. 1:08-cv-5578 (N.D. III.)
	William Key v Butch's Rat Hole & Anchor Services, Inc.	Case No.: 2:17cv01171 (W.D. NM)
	William McGhee et al. v TOMS King, LLC et al.	Case No.: 2:19cv01470 (W.D. PA)
	William Perrin, et al. v. Papa John's International	No. 4:09-CV-01335 (E.D. Mo.)
	William Whitlock, et. al v. FSH Management, LLC, et. al.	3:10-cv-00562-M
	Williams v. DH Pace	Case No. 4:14-cv-00161 (W.D. Mo.)
	Williams, et al. v. Dollar Financial Group, et al.	Case No. RG03099375 (Alameda County, CA)
	Williams, et al. v. G4S Secure Solutions (USA) Inc.	Civil Action No. 1:17-CV-00051 (M.D.N.C)
	Williams, et al. v. H&R Block Enterprises, Inc.	No. RG 08366506 (Alameda County, CA)
	Wittemann, et al. v. Wisconsin Bell, Inc.	Case No. 09-cv-440 (W.D. Wisc.)
	Wlotkowski, et al. v. Michigan Bell	Case No. 09-cv-11898 (E.D. Mich.)
Environmental	Bernice Samples, et al. v. Conoco, Inc., et al.	Case No. 01-0631-CA-01 (Escambia Country, Fla.)
	Billieson, et al. v. City of New Orleans, et al.	No. 94-19231 (Orleans Parish, LA)
	City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG	No. 3:10-cv-00188-JPG-PMF (S. D. III.)
	Gwendolyn Amber v Allied Waste Transportation , Inc. et al.	Case No: 09-L-15741 Circuit Court of Cook County, IL
	In Re: Duluth Superior Chemical Spill Litigation	Case No. 92-cv-503 (W.D. Wis.)
	Keltner, et al., v. SunCokeEnergy, Inc., et al.	Case No.: 2014-L-1540 (Madison County, IL)
	Latta, et al. v. Hannibal Board of Public Works, et al.	Case No. 16SL-CC01881 (St. Louis, MO)
	McGruder, et al. v. DPC Enterprises	No. CV2003-022677 (Maricopa County, AZ)
	Mehl v. Canadian Pacific Railway, Limited	Case No. 02-cv-009 (D.N.D.)
	Michelle Marshall, et al. v. Air Liquide Big Three, Inc. et al.	No. 2005-08706 (Orleans Parish, LA)
	Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.	01-0631-CA-01 (Harrison C., WV)
ERISA	In Re: Broadwing Inc ERISA Litigation	Case No. 02-cv-00857 (S.D. Ohio)
	Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)	Case No. 02-cv-71045 (E.D. Mich.)
ERISA - 401k/403b Fee	André Clark, et al., v. Oasis Outsourcing Holdings, Inc., et al.	Case No. 9:18-cv-81101- RLR (S.D. Fla.)
	Anthony Abbott, et al. v. Lockheed Martin Corp., et al.	Case No. 06-701 (S.D. III.)
	Bacon, et al., v. Board of Pensions of the Evangelical Lutheran Church in America	Case No. 27-CV-15-3425 (Hennepin County, MN)
	Baker, et al. v. John Hancock Life Insurance Company (U.S.A.), et al.	Civil Action 1:20-cv-10397-RGS (D. Minn.)
	Beach, et al.v JPMorgan Chase Bank, N.A., et al.	Case No. 17-00563-JMF (S.D.N.Y.)
	Bhatia, et al. v. McKinsey & Company, Inc., et al.	Case No. 1:19-cv-01466-GHW-SN (S.D.N.Y.)
	Brotherston, et al. v. Putnam Investments, LLC, et al.	Civil Action No. 15-13825-WGY (D. Mass.)
	Brown-Davis, et al. v. Walgreen Co., et al.,	Case No. 1:19-cv-05392 (N.D. III.)
	Clifton Marshall, et al. v. Northrop Grumman Corp., et al.	Case No. 16-6794 (C.D. Cal.)
	Conte v. WakeMed	Case No. 5:21-cv-00190-D (E.D.N.C.)
	Cunningham, et al., v. Cornell University, et al.	Case No. 16-cv-6525 (S.D.N.Y.)
	David Clark, et al, v. Duke University, et al.	Case No. 1:16-CV-01044-CCE-LPA (M.D.N.C.)



Practice Area	Engagement	Citation
	David Kinder, et al. v. Koch Industries, Inc., et al.	Case No. 1:20 cv 02973 MHC (N.D. Ga.)
	Dennis Gordan, et al. v. Massachusetts Mutual Life Insurance Co., et al.	Case No. 13-cv-30184-MAP (D. Mas.)
	Diego Cervantes v. Invesco Holding Company (US), Inc., et al.	Civil Action No. 1:18 cv-02551-AT (N.D. Ga.)
	Disselkamp, et al. v. Norton Healthcare, Inc., et al.	Civil Action No. 3:18-00048 (W.D. Ky.)
	Gleason, et al. v. Bronson Healthcare Group Inc., et al.	Case No. 1:21-cv-00379-HYJ-PJG (W.D. Wis.)
	Henderson et al. v. Emory University et al.	Case No. 16-cv-2920 (N.D. Ga.)
	Hill, et al v. Mercy Health System Corporation et al	Case No. 3:20-cv-50286 (N.D. III.)
	In re GE ERISA Litigation	Master File No. 1:17-cv-12123-IT (D. Mass)
	In re M&T Bank Corporation ERISA Litigation	Case No. 1:16-cv-375 (W.D.N.Y.)
	In re Northrop Grumman Corporation ERISA Litigation	Case. No. 06-CV-6213 AB (JCx) (C.D. Cal.)
	Intravaia, et al. v. National Rural Electric Cooperative Association, et al.	Case No. 1:19-cv-00973-LO-IDD (E.D. Va.)
	Johnson, et al v. Fujitsu Technology and Business of America, Inc. et al.	Case No.: 5:16-cv-03698 NC (N.D. Cal.)
	Karg, et al. v. Transamerica Corp., et al.	Case No. 1:18-cv-00134-CJW-KEM (N.D. Iowa)
	Karolyn Kruger, et al. v. Novant Health Inc., et al.	Case No. 14-208 (M.D.N.C.)
	Karpik, et al. v. Huntington Bancshares Incorporated, et al.	Case No. 2:17-cv-01153-MHW-KAJ (S.D. Ohio)
	Kinder et al v. Koch Industries, Inc. et al	Case No. 1:20-cv-02973 (N.D. Ga.)
	Kirk, et al. v. Retirement Committee of CHS/Community Health Systems, Inc., et al.	Civil Action No. 3:19-cv-00689 (M.D. Tenn.)
	Lauren Bence, et al. v. Presence Health Network, et al.	Case No. 1:17-cv-08315 (N.D. III.)
	Loren L. Cassell, et al. v. Vanderbilt University, et al.	Case No. 3:16-CV-02086 (M.D. Tenn.)
	Main, et al. v. American Airlines, Inc. et al.	Civil Action No.: 4:16-cv-00473-O (N.D. Texas)
	Moitoso, et al. v. FMR LLC, et al.	Civil Action No. 1:18-cv-12122-WGY (D. Mass.)
	Pat Beesley, et al v. International Paper Co. et al.	Case No. 06-703-DRH (S.D. III.)
	Paul Andrus, et al. v. New York Life Insurance Company, et al.	Case. No. 1:16-cv-05698 (KPF) (S.D.N.Y.)
	Pledger, et al. v. Reliance Trust, et al.	Case No. 1:15-cv-4444-MHC (N.D. Ga.)
	Price v. Eaton Vance Corp., et al.	Civil Action No. 18-12098-WGY (D. Mass.)
	Ramos et al. v. Banner Health et al. (Judgement)	Case No. 1:15-cv-02556 (D. Colo.)
	Ramos et al. v. Banner Health et al. (Slocum)	Case No. 1:15-cv-02556 (D. Colo.)
	Reetz v. Lowe's Companies, Inc. et al.	No. 5:18-cv-075-RJC-DCK (W.D.N.C.)
	Robert Sims, et al, v. BB&T Corporation, et al.	Case No. 1:15-cv-732-CCE-JEP (M.D.N.C.)
	Ronald Tussey, et al. v. ABB Inc., at al.	Case No. 2:06-cv-4305-NKL (W.D. Mo.)
	Smith et al. v. OSF Healthcare System, et al.	Case No. 3:16-cv-00467-SMY-RJD (S.D. III.)
	Soulek v. Costco Wholesale Corporation et al	Case No. 1:20-cv-00937 (E.D. Wis.)
	Stacy Schapker v. Waddell & Reed Financial, Inc., et al.	Case No. 17-cv-2365 (D. Kan.)
	Stevens v. SEI Investments Company, et al.	Case No. 2:18-CV-09936 (E.D. Pa.)
	Todd Ramsey, et al., v. Philips North America LLC	Case No. 3:18-cv-01099-NJR-RJD (S.D. III.)
	Toomey, et al. v. Demoulas Super Markets, Inc., et al.	Case No. 1:19-CV-11633-LTS (D. Mass.)
	Tracey, et al. v. Massachusetts Institute of Technology, et al.	Case No. 1:16-cv-11620 (D. Mass.)
	Troudt et al v. Oracle Corporation et al.	Case No. 16-cv-00175 (D. Colo.)
	Velazquez, et al. v. Massachusetts Financial Services Company	Case No. 1:17-CV-11249 (D. Mass.)
FACTA	Albright v. Metrolink	No. 4:11-CV-01691AGF (E.D. Mo.)
	Ebert, et al. v. Warner's Stellian	No. 11-cv-02325 JRT/ SER (D. Minn.)



Practice Area	Engagement	Citation
	Fouks, et al. v. Red Wing Hotel Corporation	Case No. 12-cv-02160 (D. Minn.)
	Jones v. Dickinson	No. 11 CV 02472 (D. Mo.)
	Linda Todd, et al. v. Medieval Times	Case No. 1:10-cv-00120 (D. N.J.)
	Masters v. Lowe's Home Centers, Inc.	Case No. 3:09-cv255 (S.D. III.)
	Seppanen et al. v. Krist Oil Company	Case No. 2:09-cv-195 (W.D. Mich.)
	Waldman v. Hess Corporation	Case No. 07-cv-2221 (D. N.J.)
FCRA	Michael Stoner, et al. v. CBA Information Services	Case No. 04-cv-519 (E.D. Pa.)
Insurance	Ann Castello v. Allianz Life Insurance Company	Case No. 03-cv-20405 (D. Minn.)
	Boyd Demmer, et al. v. Illinois Farmers Insurance Company	Case No. MC 00-017872 (Hennepin County, Minn.)
	Chultem v. Ticor Title Insur. Co., et al.	Case No. 2006-CH-09488 (Circuit Court of Cook County, III.)
	Colella v. Chicago Title Insur. Co., et al.	Case No. 2006-CH-09489 (Circuit Court of Cook County, III.)
	Daluge, et. al., v. Continental Casualty Company	No. 3:15-cv-00297 (W.D. Wis.)
	David Karr v Kansas City Life Insurance Company	Case No.: 4:19cv00882 (W.D. MO)
	Deborah Hillgamyer, et al. v. Reliastar Life Insurance Company, et al.	No. 11-cv-729 (W.D. Wis.)
	Doan v. State Farm	108CV129264 (Santa Clara Co, CA)
	Dorothea Pavlov v. Continental Casualty Company	Case No. 07-cv-2580 (N.D. Ohio)
	Frank Rose, et al. v. United Equitable Insurance Company, et al.	Case No. 00-cv-02248 (Cass County, ND)
	Froeber v. Liberty Mutual Fire Insurance Company	Case No. 00C15234 (Marion County, OR)
	Garrison, et al., v. Auto-Owners Insurance Company	Case No. 02-cv-324076 (Cole County, Mo.)
	Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.	Case No. 3:97-cv-152 (D.N.D.)
	In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation	Case No. 99-md-1309 (D. Minn.)
	Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	Jacobs v. State Farm General Insurance Company	No. CJ-96-406 (Sequoyah County, Okla.)
	James M. Wallace, III, et al. v. American Agrisurance, Inc., et al.	Case No. 99-cv-669 (E.D. Ark.)
	James Ralston, et al. v. Chrysler Credit Corporation, et al.	Case No. 90-cv-3433 (Lucas County, Ohio)
	Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.	CV 990759 (County of San Luis Obispo, Cal.)
	Morris v. Liberty Mutual Fire Insurance Company	CJ-03-714 (Pottawatomie County, OK)
	Paul Curtis, et al v. Northern Life Insurance Company	Case No. 01-2-18578 (King County, Wash.)
	Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp	Case No. 06-cv-2253 (C.D. Cal.)
	Raymond Arent, et al. v. State Farm Mutual Insurance Company	Case No. 00-mc-16521 (D. Minn.)
	Roy C. Spegele v USAA Life Insurance Co	Case No. 5:17cv00967 (W.D. TX)
	Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.	Case No. 00CVH-08-6980 (Franklin County, Ohio)
	Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.	Case No. 97-cv-3146 (S.D. Fla.)
	Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota	Case No. 02-cv-9317 (D. Minn.)
	United States v William J. Sears	Case No. 1:16cv00301 (D. CO)
Insurance - Force Placed	Arnett v. Bank of America, N.A.	No. 3:11-CV-01372-SI (D. OR)
	Clements, et al. v. JPMorgan Chase Bank, N.A., et al.	No. 3:12-cv-02179-JCS (N.D. Cal.)
	Hofstetter, et al. v. Chase Home Finance, LLC., et al.	Case No. 10-cv-1313 (N.D. Cal.)
	Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.	Case No. 11-00673 (W.D. KY)
Legal Notice	Anderson et al. v. Canada (Attorney General)	2011 NLCA 82
	Angell v. Skechers Canada	8562-12 (Montreal, Quebec)

Practice Area	Engagement	Citation
	Billieson, et al. v. City of New Orleans, et al.	No. 94-19231 (Orleans Parish, LA)
	Carnegie v. Household International, Inc.	No. 98-C-2178 (N.D. III.)
	Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.	Case No. 00-cv-1246 (E.D. La.)
	City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG	No. 3:10-cv-00188-JPG-PMF (S. D. III.)
	Doe, et al. v. Déjà Vu Services, Inc., et al.,	No. 2:16-cv-10877 (E.D. Mich.)
	Evans, et al. v. Linden Research, Inc., et al.	Case No. 4:11-cv-1078-DMR (N.D. CA)
	F.T.C. v. NBTY, Inc.	No. 05-4793 (E.D.N.Y.)
	George Williams, et al. v. BestComp, Inc., et al.	No. 09-C-5242-A (Parish of St. Landry, LA)
	Griffin v. Dell Canada Inc	Case No. 07-cv-325223D2 (Ontario, Superio Court of Justice)
	In Re: Aftermarket Filters Antitrust Litigation	No. 1:08-cv-4883, MDL No. 1957 (N.D. III.)
	In Re: Asia Pulp & Paper Securities Litigation	Case No. 01-cv-7351 (S.D.N.Y.)
	In Re: Certainteed Fiber Cement Siding Litigation	MDL 2270 (E.D. PA)
	In Re: Duluth Superior Chemical Spill Litigation	Case No. 92-cv-503 (W.D. Wis.)
	In Re: Google Referrer Header Privacy Litigation	No. 10-04809 (N.D. Cal.)
	In Re: Salmonella Litigation	Case No. 94-cv-016304 (D. Minn.)
	Jerome H. Schlink v. Edina Realty Title	Case No. 02-cv-18380 (D. Minn.)
	Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.	Case No. 98-cv-2178 (N.D. III.)
	Joshua Wasser, et al. v. All Market, Inc.,	Case No. 1:16-CV-21238 (S.D. Fla.)
	Kobylanski et al. v. Motorola Mobility, Inc. et al.	No. 13-CV-1181 (W.D. Pa.)
	LaShawn Sharpe, et al. v. A & W Concentrate Company	Case No. 1:19-cv-00768-BMC (E.D. N.Y.)
	Mary Plubell, et al. v. Merck and Co., Inc.	Case No. 04-cv-235817 (Jackson County, MO)
	McGruder, et al. v. DPC Enterprises	No. CV2003-022677 (Maricopa County, AZ)
	Mehl v. Canadian Pacific Railway, Limited	Case No. 02-cv-009 (D.N.D.)
	Michelle Marshall, et al. v. Air Liquide Big Three, Inc. et al.	No. 2005-08706 (Orleans Parish, LA)
	Pat Beesley, et al v. International Paper Co. et al.	Case No. 06-703-DRH (S.D. III.)
	Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.	01-0631-CA-01 (Harrison C., WV)
	Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.	Case No. 91-cv-627 (S.D. Tex.)
	Skold, et al. v Intel Corporation, et al.	Case No. 1-05-cv-039231 (County of Santa Clara, CA)
	The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.	Case No. 19STCV28214 (Los Angeles County, CA)
	Thomas Geanacopoulos v. Philip Morris USA, Inc.	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	United States of America v. Evolution Marketing Group	Case No. 6:09-cv-1852 (S.D. Fla.)
Medical/Drug	F.T.C. v. CHK Trading Corp.	Case No. 04-cv-8686 (S.D.N.Y.)
	F.T.C. v. Christopher Enterprises, Inc.	Case No. 2:01-cv-0505 (D. Utah)
	F.T.C. v. Conversion Marketing, Inc.	Case No. 04-cv-1264 (C.D. Cal.)
	F.T.C. v. Enforma Natural Products, Inc.	Case No. 00-cv-04376 (C.D. Cal.)
	F.T.C. v. Goen Technologies	FTC File No. 042 3127
	F.T.C. v. Great American Products	Case No. 05-cv-00170 (N.D. Fla.)
	F.T.C. v. Kevin Trudeau, et al.	Case No. 03-cv-3904 (N.D. III.)
	F.T.C. v. Latin Hut, Inc.	Case No. 04-cv-0830 (S.D. Cal.)
	F.T.C. v. QT, Inc.	Case No. 03-cv-3578 (N.D. III.)
	F.T.C. v. Seasilver USA, Inc.	Case No. 03-cv-0676 (D. Nev.)

ANALYT<u>/</u>CS

Practice Area	Engagement	Citation
	F.T.C. v. Smart Inventions, Inc.	Case No. 04-cv-4431 (C.D. Cal.)
	F.T.C. v. Sunny Health Nutrition Technology & Products, Inc.	Case No. 06-cv-2193 (M.D. Fla.)
	F.T.C. v. United Fitness of America, LLC	Case No. 02-cv-0648 (D. Nev.)
	In Re: Guidant Corp Implantable Defibrillators Products Liability Litigation	Case No. 05-cv-1708 (D. Minn.)
	In re: Nuvaring Products Liability Litigation	08-MDL-1964
	Karen Wright, et al. v. Milan Jeckle	Case No. 98-2-07410-2 (Spokane County, Wash.)
	Mary Plubell, et al. v. Merck and Co., Inc.	Case No. 04-cv-235817 (Jackson County, MO)
Privacy/FCRA	St. Clair, et al. v MRB, et al.	Case No. 12-cv-1572 (D. Minn.)
Securities	Adam C. Kassab , et al. v. Francis D. John, et al.	Case No. 2:16-cv-00613-AJS (W.D. Pa.)
	Alan Freberg, et al. v. Merrill Corporation, et al.	Case No. 99-cv-010063 (D. Minn.)
	Anderson v. Investors Diversified Services	Case No. 4:79-cv-266 (D. Minn.)
	Arkansas Teacher Retirement System, et al. v. Insulet Corp., et al.	Civil Action No. 15-12345-MLW (D. Mass)
	Bottlebrush Investments, LP, et al. v. The Lambveth Company, et al.	Case No BC 407967 (County of Los Angeles, CA)
	Charter Township Of Clinton v. OSI Restaurants	Case No. 06-CA-010348 (Hillsborough County, Fla.)
	Christopher Carmona, et al. v. Henry I. Bryant, et al. (Albertson's Securities Litigation)	Case No. 06-cv-01251 (Ada County, Idaho)
	Daryl L. Cooper, et al. v. Miller Johnson Steichen Kinnard, Inc.	Case No. 02-cv-1236 (D. Minn.)
	Dutton v. Harris Stratex Networks, Inc. et al	08-cv-00755-LPS (D. Del.)
	Edith Gottlieb v. Xcel Energy, Inc., et al.	Case No. 02-cv-2931 (D. Minn.)
	Family Medicine Specialsts, et al. v. Abatix Corp., et al.	Case No. 3:04-cv-872B (N.D. Tex.)
	Fisk, et al. v. H&R Block Inc., et al.	1216-CV20418 (Jackson County, MO)
	Friedman, et al. v. Penson Worldwide, Inc.	11-cv-02098 (N.D. Tex.)
	In Re Altice USA, Inc. Securities Litigation	Case No.: 711788/2018 Supreme Court of the State of New York (County of Queens)
	In re FX Energy Stockholders Litigation	Case No. A-15-726409-B (Clark County, NV)
	In Re Regulus Therapeutics Inc. Securities Litigation	3:17-cv-00182 BTM-RBB (S.D. CA)
	In Re: American Adjustable Rate Term Trust Securities Litigation	Case No. 4:95-cv-666 and 4:95-cv-667 (D. Minn.)
	In Re: Ancor Communications, Inc Securities Litigation	Case No. 97-cv-1696 (D. Minn.)
	In Re: Asia Pulp & Paper Securities Litigation	Case No. 01-cv-7351 (S.D.N.Y.)
	In Re: Bayer AG Secuirites	Case No. 03-cv-1546 (S.D.N.Y.)
	In Re: Bio-One Securities Litigation	Case No. 05-cv-1859 (M.D. Fla.)
	In Re: Bioplasty Securities Litigation	Case No. 4:91-cv-689 (D. Minn.)
	In Re: Citi-Equity Group, Inc. Securities Litigation	Case No. 94-cv-012194 (D. Minn.)
	In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation	MDL No. 1082 (C.D. Cal.)
	In Re: Control Data Corporation Securities Litigation	Case No. 3:85-cv-1341 (D. Minn.)
	In Re: Cray Research Securities Litigation	Case No. 3:89-cv-508 (D. Minn.)
	In Re: Cybex International Securities Litigation	No. 653794/2012 (County of New York, NY)
	In Re: E.W. Blanch Holdings, Inc. Securities Litigation	Case No. 01-cv-258 (D. Minn.)
	In Re: Encore Computer Corporation Shareholder Litigation	Case No. 16044 (New Castle County, Del.)
	In Re: EVCI Career Colleges Holding Corp Securities Litigation	Case No. 05-cv-10240 (S.D.N.Y.)
	In Re: Flight Transportation	MDL No. 517 (D. Minn.)
	In Re: Frontier Oil Corporation	Case No. 2011-11451 (Harris County, Tex.)
	In Re: HeartWare International, Inc. Securities Litigation	No. 1:16-cv-00520-RA (S.D.N.Y.)



Practice Area	Engagement	Citation
	In Re: Hennepin County 1986 Recycling Bond Litigation	Case No. 92-cv-22272 (D. Minn.)
	In Re: McCleodUSA Incorporated Securities Litigation	Case No. 02-cv-0001 (N.D. Iowa)
	In Re: McKesson HBOC, Inc. Securities Litigation	Case No. 99-cv-20743 (N.D. Cal.)
	In Re: Merrill Lynch & Co., Inc. Securities Derivative and ERISA Litigation	07-cv-9633 (S.D.N.Y.)
	In Re: Merrill Lynch Research Reports Securities Litigation	Case No. 02-md-1484 (S.D.N.Y.)
	In Re: Micro Component Technology, Inc. Securities Litigation	Case No. 4:94-cv-346 (D. Minn.)
	In Re: National City Corp. Securities, Derivative and Erisa Litig.	MDL No. 2003 (N.D. Ohio)
	In Re: New Century	No. 07-CV-0931 (C.D. Cal.)
	In Re: Novastar Financial, Inc. Securities Litigation	Case No. 04-cv-0330 (W.D. Mo.)
	In Re: OCA, Inc. Securities and Derivative Litigation	Case No. 05-cv-2165 (E.D. La.)
	In Re: Raytheon Company Securities Litigation	Case No. 99-cv-12142 (D. Mass.)
	In Re: Reliance Group Holdings, Inc. Securities Litigation	Case No. 00-cv-4653 (S.D.N.Y.)
	In Re: Retek Inc Securities Litigation	Case No. 02-cv-4209 (D. Minn.)
	In Re: Salomon Analyst Metromedia Litigation	Case No. 02-cv-7966 (S.D.N.Y.)
	In re: Sauer-Danfoss, Inc. Stockholder Litigation	C.A. No. 8396-VCL (Court of Chancery of the State of Delaware)
	In Re: Scimed Life Systems, Inc. Shareholders Litigation	Case No. 94-mc-17640 (D. Minn.)
	In Re: Sourcecorp Securities Litigation	Case No. 04-cv-02351 (N.D. Tex.)
	In re: Spectrum Pharmaceuticals Securities Litigation	Case No. 2:13-cv-00433-LDG (D. Nev.)
	In Re: SS&C Technologies, Inc. Shareholders Litigation	Case No. 05-cv-1525 (D. Del.)
	In re: SunEdison, Inc. Securities Litigation	Case No. 1:16-md-2742-PKC (S.D.N.Y)
	In Re: Tellium Inc Securities Litigation	Case No. 02-cv-5878 (D. N.J.)
	In Re: The Sportsman's Guide, Inc. Litigation	Case No. 06-cv-7903 (D. Minn.)
	In Re: Tonka Corporation Securities Litigation	Case No. 4:90-cv-002 (D. Minn.)
	In Re: Tonka II Securities Litigation	Case No. 3:90-cv-318 (D. Minn.)
	In Re: Tricord Systems, Inc. Securities Litigation	Case No. 3:94-cv-746 (D. Minn.)
	In Re: VistaCare, Inc. Securities Litigation	Case No. 04-cv-1661 (D. Ariz.)
	In Re: Williams Securities Litigation	Case No. 02-cv-72(N.D. Okla.)
	In Re: Xcel Energy, Inc. Securities Litigation	Case No. 02-cv-2677 (D. Minn.)
	In Re: Xcelera.Com Securities Litigation	Case No. 00-cv-11649 (D. Mass.)
	In Re: Xybernaut Corp. Securities MDL Litigation	Case No. 05-mdl-1705 (E.D. Va.)
	In the Matter of BKS Advisors, LLC	SEC Admin. Proc. File No. 3-18648
	In the Matter of deVere USA, Inc.	SEC Admin. Proc. File No. 3-18527
	In the Matter of Focus Media Holding Limited, et al.	SEC Admin. Proc. File No. 3-16852
	In the Matter of James Goodland and Securus Wealth Management, LLC	SEC Admin. Proc. File No. 3-16878
	In the Matter of JL Capital Management	SEC Admin. Proc. File No. 3-18171
	In the Matter of Ross, Sinclaire & Associates, LLC, et al.	SEC Admin. Proc. File No. 3-17315
	Inchen Huang v Assertio Therapeutics, Inc. f/k/a Depomed, Inc.	Case No.: 3:17cv04830-JST (N.D.CA)
	Ivy Shipp, et al. v. Nationsbank Corp.	19,002 (TX 12th Jud Dist)
	Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlad, et al.	Case No. 3:93-cv-714 (D. Minn.)
	Kevin D. Mayer et al. v United Microelectronics Corporation	19-cv-02304 (S.D. N.Y.)
	Lori Miller, et al. v. Titan Value Equities Group Inc., et al.	Case No. 94-mc-106432 (D. Minn.)

Practice Area	Engagement	Citation
	Makor Issues & Rights, Ltd., et al. v. Tellabs, Inc., et al.	02-C-4356 (N.D. III.)
	Montoya, et al. v. Mamma.com, Inc., et al.	Case No. 1:05-cv-02313 (S.D.N.Y.)
	Partridge v GreenStar Agricultural Corporation, et al.	Ontario Superior Court of Justice (Toronto Region)
	Paskowitz v James J. Hill	Case No. 715541/2018 (Queens County, NY)
	Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp, et al.	Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)
	Richard Donal Rink, et al. v. College Retirement Equities Fund	No. 07-CI-10761, (Jefferson County, KY)
	Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.	Case No. 01-2-00751-8 (Island County, Wash.)
	Sandi Roper, et al. v. SITO Mobile, Ktd., et al.	NO. 2:17-CV-01106-ES-MAH (D.N.J.)
	SEC v Colonial Tidewater Realty Income Partners, LLC	1:15-cv-2401 (D. MD)
	SEC v MMR Investment Bankers LLC dba MMR, Inc.	File No. 3-16753 and 3-16754
	Securities and Exchange Commission v Al-Raya Investment Company, et. al.	No. 109-CV-6533
	Securities And Exchange Commission v Jay Daniel Seinfeld et al.	Case No.: 1:19cv910 (W.D. TX)
	Securities and Exchange Commission v. AIMSI Technologies, Inc., et al.	05 CV 4724 (LLS) (S.D.N.Y.)
	Securities and Exchange Commission v. Alderson et al.	No. 18-04930 (S.D.N.Y.)
	Securities and Exchange Commission v. Broadwind Energy, Inc. et al.	Civ. Act. No. 1:15-cv-01142 (N.D. III.)
	Securities and Exchange Commission v. CKB168 Holdings Ltd., et al.	Civil Action No. 1:13-cv-5584 (E.D.N.Y.)
	Securities and Exchange Commission v. Harrison Katzen	Case No. 16-cv-06606 (E.D.N.Y.)
	Securities and Exchange Commission v. Intercontinental Regional Center Trust of Chicago, LLC	Civil Action No. 13-cv-982 (N.D. III.)
	Securities and Exchange Commission v. Myron Weiner	11-CV-05731 (E.D.N.Y.)
	Securities and Exchange Commission v. Rockford Funding Group, LLC, et al.	09-10047 (S.D.N.Y.)
	Securities and Exchange Commission v. United American Ventures, LLC, et al.	Case No. 10-cv-00568-JCH-LFG (D.N.M.)
	Superior Partners, et al. v. Rajesh K. Soin, et al.	Case No. 08-cv-0872 (Montgomery County, Ohio)
	Svenningsen, et al. v. Piper Jaffray & Hopwood, et al.	Case No. 3:85-cv-921 (D. Minn.)
	Three Bridges Investment Group, et al. v. Honeywell, et al.	Case No. 88-cv-22302 (D. Minn.)
	United States of America v. George David Gordon	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	United States of America v. Zev Saltsman	Case No. 04-cv-641 (E.D.N.Y.)
	William Steiner, et al. v. Honeywell, Inc. et al.	Case No. 4:88-cv-1102 (D. Minn.)
Test Score	David Andino, et al. v. The Psychological Corporation, et al.	Case No. A457725 (Clark County, Nev.)
	Frankie Kurvers, et al. v. National Computer Systems	No. MC00-11010 (Hennepin County, Minn)