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INTRODUCTION

Pursuant to Federal Rules of Civil Procedure 23(h) and 54(d)(2), Class Counsel in this protracted and hard-fought litigation respectfully request an award of attorneys' fees, reimbursement of a portion of their reasonably and necessarily incurred nontaxable litigation expenses, and a service award for the Class Representative, Christopher Meek. Class Counsel request that these amounts be awarded and reimbursed from the "Common Fund," which includes the judgment entered in favor of the certified class of owners of 2,358 Kansas City Life Insurance Company ("KCL") universal life insurance policies for KCL's policy breaches occurring between June 18, 2014, and February 28, 2021 (the "Class") for \$908,075.00 with post-judgment interest and accrued interest at the time of distribution. Class Counsel obtained a full recovery for each Class Member in the Class as re-defined by the Court after trial for KCL's use of undisclosed non-mortality factors in pricing the cost of insurance rates, as well as a binding ruling on policy interpretation in favor of the Class, which the Eighth Circuit affirmed on appeal, and which KCL is collaterally estopped from challenging in any subsequent suit by policyholders seeking damages for overcharges not resolved by the litigation. This is a significant and important result for the Class.

It is well settled that when a lawyer and class representative recover a fund for a class, they are entitled to attorneys' fees, expense reimbursement, and a service award from that fund. Class Counsel seek an attorneys' fee proportional to the Class's recovery in the amount of one-third (or 33⅓ percent) of the Common Fund. Class Counsel also seek \$185,063.26 in expense reimbursement, which is substantially less than what Class Counsel actually expended in prosecuting this case for nearly six years, in recognition of the fact that part of the initially certified class was decertified after trial. Class Counsel further seek a modest \$1,000 service award for Mr. Meek for his service to the Class, without which the Class would have obtained nothing.

STATEMENT OF THE FACTS

A. The Claims.

Class Counsel, on behalf of Christopher Y. Meek and other similarly situated KCL universal life insurance policyholders, filed this action on June 18, 2019, asserting claims for breach of contract, conversion, and for declaratory and injunctive relief. Doc. 1. Plaintiff alleged that KCL breached its insurance policies and converted policyholders' money by deducting more from policyholders' policy accounts for the cost of insurance ("COI") and for expenses than his and similar policies permitted, by including amounts for undisclosed non-mortality factors when determining the COI rates and by failing to lower the COI rates when KCL's mortality expectations improved. *Id.*

B. The Action Involved Extensive Discovery.

The action involved extensive discovery, much of which was undertaken during the worst part of the Covid-19 pandemic. On January 8, 2020, Class Counsel served Plaintiff's First Set of Requests for Production of Documents. Ex. A (Wilders Decl.), ¶ 7. On February 20, 2020, KCL served its Objections and Responses to the Requests. *Id.* The next day, the parties exchanged Rule 26(a)(1) initial disclosures, which KCL later amended on June 24, 2021. *Id.* On March 3, 2020, Class Counsel served Plaintiff's First Requests for Admission and First Interrogatories. *Id.* KCL served its Objections and Responses to the Interrogatories on April 30, 2020, and to the Requests for Admission on May 15, 2020. *Id.* On November 20, 2020, KCL served its Supplemental Objections and Responses to Plaintiff's First Interrogatories. *Id.* On February 19, 2021, KCL served its Second Supplemental Objections and Responses to Plaintiff's First Interrogatories. *Id.* On June 24, 2021, KCL served its Third Supplemental Objections and Responses to Plaintiff's First Interrogatories. *Id.* On October 29, 2021, Class Counsel served Plaintiff's Second Requests for Admission. *Id.* On November 22, 2021, KCL responded to the Requests for Admission. *Id.*

Beginning in early February 2020, the parties participated in numerous meet-and-confer calls on a near weekly basis regarding KCL's discovery responses. *Id.* ¶ 8. The culmination of these conferences led to 35 document productions spanning more than 63,000 pages, a stipulation regarding the authentication and foundation of KCL's documents, and the refinement of KCL's interrogatory responses. *Id.*

From July 20, 2021, to July 30, 2021, Class Counsel took depositions of several current and former employees of KCL, including Matthew Dolliver, Don Krebs, Marc Bensing, Lendy Kesler, Jill Daniel, Karen Dierker, Stephen Bader, Dave Metzler, and Mark Milton. *Id.* ¶ 9. On October 4, 2022, Class Counsel deposed Mark Milton in his capacity as a disclosed expert witness. *Id.* On October 7, 2022, Class Counsel deposed KCL's expert, Timothy Pfeifer. *Id.* On May 21, 2023, Class Counsel again deposed Mark Milton, due to his disclosure of damages calculations performed after his last deposition. *Id.*

Likewise, KCL sought discovery from Plaintiff. On September 21, 2020, KCL served its First Set of Interrogatories and Requests for Production on Plaintiff. *Id.* ¶ 10. Thirty days later, Class Counsel served Plaintiff's Objections and Responses to KCL's discovery requests. *Id.* Following a meet and confer, on January 13, 2021, Class Counsel served Plaintiff's Amended Objections and Responses to KCL's First Set of Interrogatories. *Id.* On December 1, 2021, KCL served its First Set of Requests for Admission and Second Set of Interrogatories and Requests for Production on Plaintiff. *Id.* On December 31, 2021, Class Counsel served Plaintiff's Objections and Responses to the discovery requests. *Id.*

On January 14, 2021, Class Counsel produced Plaintiff for deposition. *Id.* ¶ 11. On August 9, 2021, Class Counsel served responses and objections regarding a subpoena of Plaintiff's expert, Scott Witt, who Class Counsel produced for deposition on August 16, 2021. *Id.* ¶ 12. Then on

August 12, 2022, Class Counsel served responses and objections regarding another subpoena of Mr. Witt and produced him for a second deposition on August 17, 2022. *Id.*

C. The Action Involved Substantial Motions Practice.

On July 1, 2021, Class Counsel filed Plaintiff's motion for class certification supported by a declaration and report of Plaintiff's expert, Scott Witt, regarding his methodology for calculating class-wide damages. Docs. 64, 67-69. KCL opposed, contending that no class was certifiable, challenging commonality, typicality, adequacy, predominance, and superiority, and moved to exclude Mr. Witt's declaration. Docs. 80-81, 85-92. The parties fully briefed these motions over the next five months.

On January 7, 2022, both parties filed motions for summary judgment, and on January 28, 2022, they each filed oppositions. Docs. 118-19, 121, 123, 134-135, 137, 150-52.

On February 7, 2022, the Court certified a class of current or former owners of certain Kansas-issued KCL universal life insurance products¹ that were active on or after January 1, 2002, and denied KCL's motion to exclude Mr. Witt's class certification declaration. Doc. 136. The Court ruled that the law of the place of policy issuance applied to policyholders' claims, not Missouri law where KCL is headquartered and performed the policies, and therefore declined to certify a nationwide class. However, the Court concluded that its choice of law analysis presented a controlling question of law on which there was substantial ground for difference of opinion, and therefore certified its order for an immediate interlocutory appeal under 28 U.S.C. § 1292(b). *Id.* at 25-26. The Eighth Circuit declined review on Plaintiff's requested interlocutory appeal. Doc.

¹ These included the 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, LowerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96).

148. The Court thereafter denied without prejudice the parties' motions for summary judgment, recognizing that the Court's choice of law rulings in its class certification order had obviated the parties' summary judgment analysis. Doc. 155.

On October 20, 2022, the parties filed their second motions for summary judgment as well as *Daubert* motions. Docs. 183-186, 188-191, 215-216, 220-221, 227-228, 233-234. On November 10, 2022, the parties filed their respective oppositions thereto, Docs. 195-196, 198-199, 217-218, 222-223, 229-230, 235-236, and on December 1, 2022, they filed their respective replies, Docs. 203-204, 206-207, 219, 224-225, 231-232, 237-238.

On March 27, 2023, the Court issued its orders on the parties' summary judgment and *Daubert* motions. Docs. 243-44. In its summary judgment order, the Court ruled that under Kansas law, each monthly overcharge resulted in the accrual of a new breach of contract claim and therefore found that all breaches occurring within five years of the suit's filing (June 18, 2019) were timely. Doc. 243 at 6-9. For the breaches occurring before that date, the Court observed that while Kansas law will equitably estop a defendant from asserting a statute of limitations defense, a ruling could not be made on whether KCL could be equitably estopped from asserting its defense on the presented summary judgment arguments and record. *Id.* at 9-11.

In construing the insurance policies, the Court ruled that KCL was limited to using the disclosed mortality factors and KCL's expectations as to its future mortality experience when setting the COI rates, and that there was no dispute of fact that KCL had included amounts for unauthorized expense and profit factors in the COI rates in breach of the policies' COI rates (Count I) and expense charge (Count II) provisions. *Id.* at 12-16. On Plaintiff's claim at Count III for KCL's failure to lower the COI rates in the face of improving mortality expectations, the Court ruled the policies required KCL to use its then-current expectations as to future mortality

experience when setting the COI rates but found a fact dispute as to whether it had failed to do so. *Id.* at 16-17. The Court found Kansas law does not recognize a conversion claim on the facts of this case and entered summary judgment in KCL's favor on that claim. *Id.* at 18-19.

The Court denied KCL's *Daubert* motion as to Plaintiff's expert, Mr. Witt, and granted in part Plaintiff's *Daubert* motion as to certain testimony of KCL's experts. Doc. 244.

Thereafter, the parties engaged in additional briefing on the applicability of equitable estoppel, which the parties agreed should be resolved by the Court rather than a jury. Docs. 253-256. The Court concluded it would hear evidence on equitable estoppel during the jury trial setting outside the presence of the jury. Doc. 292. The parties agreed the jury should make damages findings for the breaches within the statute of limitations, and for all breaches over the decades the policies were in force (since 1982), to accommodate the Court's ultimate ruling on the applicability of equitable estoppel. *Id.*

Around this same time, the parties also submitted various pre-trial filings, including motions in limine and briefing thereon (Docs. 261-262, 279, 284), deposition designations and objections thereto (Docs. 264-265, 286-289, 291), proposed exhibit and witness lists (Docs. 266-267, 272-273, 293), proposed jury instructions and objections thereto (Docs. 277, 280, 282-283, 302), proposed voir dire (Docs. 269, 271), and stipulated facts (Doc. 281). The parties appeared before the Court for three pretrial conferences and telephonic hearings to address trial-related matters. Docs. 263, 290, 298. On May 19, 2023, KCL moved to partially decertify the class to remove policyholders who did not have an active policy within five years of the filing of the lawsuit, arguing the applicability of equitable estoppel was a predominating individualized issue. Docs. 299-300.

D. The Action Proceeded to Jury Trial and Verdict in Favor of the Class and Significant Post-Trial Motions Practice.

A jury trial was held May 22 – 25, 2023. Docs. 304, 306-308. The jury returned a verdict in favor of the class on their claim for KCL's breach of the COI rates provision by including amounts for undisclosed, non-mortality factors in the COI rates, finding damages of \$908,075.00 for the period June 18, 2014, to February 28, 2021 (the date through which Mr. Witt had calculated damages) and \$5,059,275.00 for the period May 1, 1982, to February 28, 2021. Doc. 311. The jury did not find KCL failed to apply its then-current mortality rates in setting the COI, or damages for KCL's breach of the expense charge provision. *Id.*

On May 30, 2023, Plaintiff filed his opposition to KCL's motion for partial decertification (Doc. 313), and on June 13, 2023, KCL filed its reply (Doc. 322). On June 20, 2023, the Court granted KCL's motion and removed from the class policyholders who did not incur COI or expense charges between June 18, 2014, and February 28, 2021, and dismissed without prejudice all claims for breach occurring prior to June 18, 2014. Doc. 329. The Court then entered judgment in favor of the Class as re-defined and against KCL for \$908,075.00 for KCL's use of undisclosed, non-mortality factors to determine the COI rates (Count I). This amount fully compensates the Class Members for their damages resulting from KCL's COI deductions between June 18, 2014 and February 28, 2021, calculated using COI rates priced with amounts for undisclosed non-mortality factors in breach of the policies. Wilders Decl., ¶ 26. The Court's judgment was in favor of the Class and against KCL for zero dollars for KCL's use of non-mortality expenses in the COI rates (Count II); in favor of KCL and against the Class for KCL's failure to incorporate improving mortality expectations into the COI rates (Count III); and in favor of KCL and against the Class for conversion (Count IV). The Court also dismissed Plaintiff's request for declaratory and injunctive relief without prejudice (Count V). Doc. 330.

On July 18, 2023, Plaintiff filed a motion for reconsideration of the Court's partial decertification order, a motion for a new trial, and an alternative motion to alter or amend the judgment to include an award of post-judgment interest. Docs. 331, 333, 335. The same day, KCL filed motions to fully decertify the Class (which KCL had also moved for twice during trial) and for judgment as a matter of law on Count I. Docs. 335, 336. The parties briefed these motions over the next few weeks. Docs. 341-350.

On September 14, 2023, the Court granted Plaintiff's motion for reconsideration of the Court's partial decertification order but adhered to its prior order. Doc. 351. On September 27, 2023, the Court entered its order on the other pending motions, denying Plaintiff's motion for a new trial; granting Plaintiff's motion to alter or amend the judgment to include an award of post-judgment interest; denying KCL's motion to fully decertify the Class; and denying KCL's motion for judgment as a matter of law on Count I. Doc. 352. The Court entered judgment accordingly. Doc. 353.

On October 18, 2023, KCL filed its notice of appeal, and on October 23, 2023, Plaintiff filed his notice of cross-appeal. Docs. 360, 365.

On November 1, 2023, Class Counsel timely moved for an award of attorneys' fees, expense reimbursement, and a service award for Mr. Meek, from the Common Fund, *see* Doc. 356, however, given both parties had filed notices of appeal, the Court determined the fee motion should be adjudicated after the appeals were complete and ordered that any renewed requests for fees, expenses, and a service award, and for taxable costs, be filed within 21 days after the Court of Appeals issued its mandate. Doc. 380 at 5.

E. The Court's Judgment Is Affirmed on Appeal.

On December 21, 2023, KCL filed its opening brief on appeal in the Eighth Circuit, challenging the Court's interpretation of the policies on summary judgment, class certification,

and the Court's order denying KCL's motion for judgment as a matter of law. KCL also challenged class members' Article III standing and whether a class member who had received an Option A death benefit was entitled to damages. *See* Brief of Appellant/Cross-Appellee Kansas City Life Insurance Co., Case No. 23-3334 (8th Cir. accepted on Dec. 27, 2023). On March 11, 2024, Plaintiff filed his opening brief on appeal, cross-appealing on the Court's choice of law rulings and its order denying Plaintiff's motion for new trial, and responding to KCL's appeal. *See* Plaintiffs-Appellees' Principal Brief on Cross-Appeal and Response to Appellant's Brief, Case No. 23-3334 (8th Cir. accepted on March 12, 2024). On April 25, 2024, KCL filed its brief responding to Plaintiff's cross-appeal and replying as to its appeal. *See* Consolidated Reply/Opposition Brief of Appellant/Cross-Appellee Kansas City Life Insurance Company, Case No. 23-334 (8th Cir. accepted on Apr. 29, 2024). On June 3, 2024, Plaintiff filed his reply brief on his cross-appeal. *See* Plaintiffs-Appellees' Reply Brief on Cross Appeal (8th Circ. accepted on June 4, 2024).

On September 24, 2024, the parties appeared for oral argument in St. Louis before Judges Smith, Erickson, and Stras.

On January 10, 2025, the Eighth Circuit panel issued its opinion affirming the Court's judgment. *Meek v. Kansas City Life Ins. Co.*, 126 F.4th 577 (8th Cir. 2025). The Eighth Circuit issued its mandate on January 31, 2025.

Pursuant to the Court's order that Class Counsel's renewed motion for fees, expense reimbursement, and service award be filed within 21 days of the issuance of the Eighth Circuit's mandate, Class Counsel now timely file their renew their motion.

ARGUMENT

I. CLASS COUNSEL’S REQUEST FOR ATTORNEYS’ FEES OF ONE-THIRD OF THE COMMON FUND IS REASONABLE.

A. Standard for Awarding Attorneys’ Fees.

“In a certified class action, the court may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Under the “common fund” doctrine, class counsel is entitled to an award of reasonable attorneys’ fees “equal to some fraction of the common fund that the attorneys were successful in gathering during the course of the litigation.” *Barfield v. Sho-Me Power Elec. Co-op.*, 2015 WL 3460346, at *3 (W.D. Mo. June 1, 2015) (quoting *Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241, 244-45 (8th Cir. 1996) (“[T]he Task Force [established by the Third Circuit] recommended that the percentage of the benefit method be employed in common fund situations.”) (citing *Court Awarded Attorneys Fees, Report of the Third Circuit Task Force*, 108 F.R.D. 237, 255 (3rd Cir. 1985))); accord *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980).

“In the Eighth Circuit, use of a percentage method of awarding attorney fees in a common-fund case is not only approved, but also ‘well established,’” *In re Xcel Energy, Inc., Securities, Derivative & “ERISA” Litig.*, 364 F. Supp. 2d 980, 991 (D. Minn. 2005) (quoting *Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1157 (8th Cir. 1999)), or even “preferable,” *Barfield*, 2015 WL 3460346, at *3; *Rawa v. Monsanto Co.*, 934 F.3d 862, 870 (8th Cir. 2019).

In determining a reasonable percentage of the common fund, courts in this Circuit have considered factors identified in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974): “(1) the benefit conferred on the class; (2) the risk to which plaintiffs’ counsel was exposed; (3) the difficulty and novelty of the legal and factual issues of the case; (4) the skill of the lawyers, both plaintiffs’ and defendants’; (5) the time and labor involved; (6) the reaction of the class; and

(7) the comparison between the requested attorney fee percentage and percentages awarded in similar cases.” *Tussey v. ABB, Inc.*, 2019 WL 3859763, at *2 (W.D. Mo. Aug. 16, 2019) (quoting *Yarrington v. Solvay Pharms., Inc.*, 697 F. Supp. 2d 1057, 1061-62 (D. Minn. 2010)); *In re Target Corp. Customer Data Security Breach Litig.*, 892 F.3d 968, 977 (8th Cir. 2018).

“Many of the *Johnson* factors are related to one another and lend themselves to being analyzed in tandem.” *Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 886 (S.D. Iowa 2020). Therefore, courts in the Eighth Circuit often focus on the most relevant *Johnson* factors in evaluating fee requests. *See Xcel Energy*, 364 F. Supp. 2d at 993; *Tussey*, 2019 WL 3859763, at *2; *Yarrington*, 697 F. Supp. 2d at 1062; *see also Hardman v. Bd. of Educ. of Dollarway, Arkansas Sch. Dist.*, 714 F.2d 823, 825 (8th Cir. 1983).

B. The Relevant Factors Support Approving Class Counsel’s Fee Request.

1. The Class received full damages on the claims as certified for KCL’s use of undisclosed non-mortality factors in pricing the COI rates in an enormously risky case (Factors 1 and 2).

The Class includes the owners of 2,358 policies on claims for KCL’s COI overcharges during a nearly seven-year period (June 18, 2014 to February 28, 2021). The jury verdict for \$908,075.00 provides full compensatory damages for these Class Members for KCL’s COI overcharges during this period resulting from KCL’s use of undisclosed non-mortality factors to determine the COI rates at pricing. Wilders Decl., ¶ 26. Given Kansas’s claim accrual rules, under which a claim for breach of contract accrues at the time of breach regardless of whether the non-breaching party knew or could have known the breach had occurred, Class Counsel have obtained the maximum recoverable damages for this claim for the certified Kansas policyholders, in addition to a binding ruling in their favor and affirmed on appeal that the policies prohibit KCL from using undisclosed non-mortality factors, including expenses, in the COI rates and required KCL to have used its then-current mortality expectations in determining the COI rates. With this

binding ruling in their favor, Class Members (and other Kansas policyholders) may file claims for the damages resulting from KCL's policy breaches since February 28, 2021, as well as prior to June 18, 2014, by demonstrating equitable estoppel applies to bar KCL's statute of limitations defense. Doc. 351. This is a substantial recovery for the Class Members and an important result for all Kansas policyholders. Class Counsel's requested fee of one-third (or 33⅓ percent) of the amount recovered is directly proportional to the amount they successfully recovered for the Class Members and does not account for the benefit of the binding policy interpretation ruling Class Counsel obtained in favor of all Kansas policyholders which they can now rely on in subsequent litigation.

KCL fought vigorously throughout the litigation, making the result here uncertain. KCL repeatedly argued that the policy language at issue and governing Kansas substantive law made the Eighth Circuit's interpretation of a universal life insurance policy in *Vogt v. State Farm Life Insurance Co.* inapposite, and argued circuit authority since *Vogt*, including the Eleventh Circuit's opinions in *Slam Dunk I, LLC v. Connecticut General Life Insurance Co.*, 853 F. App'x 451 (11th Cir. 2021) and *Advance Trust & Life Escrow Services, LTA v. Protective Life Insurance Co.*, 93 F.4th 1315 (11th Cir. 2024), should be followed here to reject Plaintiff's interpretation of the policies. *See also Norem v. Lincoln Benefit Life Ins. Co.*, 737 F.3d 1145 (7th Cir. 2013); *Maxon v. Sentry Life Ins. Co.*, 2019 WL 4540057 (W.D. Wis. Sep. 19, 2019); *West v. Wilco Life Ins. Co.*, 2021 WL 5827019 (S.D. In. Dec. 8, 2021) (each rejecting policyholders' claims for alleged COI overcharges). KCL also argued that each Class Member's claims accrued in their entirety when KCL first determined the COI rates at pricing and therefore were fully time barred under Kansas law. Doc. 191 at 21-24. If the Court had adopted this view, instead of agreeing with Plaintiff that

each monthly overcharge resulted in the accrual of a new claim, the Class would have been left with no remedy for KCL's overcharges.

KCL also vigorously fought to prevent any class from being certified and later repeatedly moved for full decertification of the Class and lodged numerous attacks on Mr. Witt's methodology for calculating the Class's damages, which Class Counsel defeated to obtain the result here. After the Court entered judgment, KCL appealed summary judgment and class certification, adding an additional layer of case dispositive risk that could have resulted in no recovery for the Class and therefore Class Counsel. As courts in this District have noted, unless "risk is compensated with a commensurate award, no firm, no matter how large or well-financed, will have the incentive to consider pursuing a case such as this." *Tussey*, 2019 WL 3859763, at *3. Class Counsel here undertook a risky case, litigated it against a defendant committed to challenging every facet of it, took the case to trial, obtained a jury verdict in the Class's favor for full damages for KCL's overcharges during the class period resulting from its use of undisclosed non-mortality factors to determine the COI rates at pricing, and defended that judgment on appeal.

Every stage of the case presented significant risk that the Class, and therefore Class Counsel, would recover nothing, justifying a fee award of one-third of the Common Fund.

2. The case presented difficult and novel issues (Factor 3).

This case presented difficult and novel legal and factual questions on several fronts, and the "difficulty of the issues involved created significant risk for Class Counsel." *Lunsford v. Woodforest Nat'l Bank*, 2014 WL 12740375, at *13 (N.D. Ga. May 19, 2014). First, as explained above, KCL repeatedly insisted that *Vogt* was not controlling as to the interpretation of the policies under Kansas substantive law and that policyholders' claims accrued in full at the moment KCL determined the COI rates with unauthorized factors at pricing. Second, KCL raised novel defenses throughout the litigation and at trial, including arguing to the jury that KCL's consideration of non-

mortality factors in determining the COI rates did not demonstrate that its policyholders were harmed, contending they even benefited, and vigorously challenging Plaintiff's evidence that KCL's mortality expectations had improved over time by eliciting testimony from several witnesses asserting that KCL's demonstrated mortality improvement was inapplicable to COI repricing.

Class Counsel had to develop evidence, arguments, and expert testimony to rebut these issues with no guarantee that the Court or jury would accept Plaintiff's arguments. The uncertainty Class Counsel faced is evidenced by the jury's verdict finding KCL had caused damages to the Class in its determination of COI rates, but that KCL had not failed to incorporate mortality improvement into those rates. For these reasons, the complexity of the legal and factual issues supports the requested fee award.

3. The lawyers involved in this case are highly skilled (Factor 4).

This factor supports the fee award when class counsel face "well-funded defendants" who hired "national attorneys." *Tussey*, 2019 WL 3859763, at *3. That was true here. KCL hired no fewer than three law firms, including a well-respected local firm (Berkowitz Oliver LLP) and two national law firms: Alston & Bird LLP and Squire Patton Boggs (US) LLP. The Class was represented by Stueve Siegel Hanson LLP and Schirger Feierabend LLC. Both are respected law firms with substantial experience representing consumers in complex commercial litigation, including litigation against insurance companies challenging cost of insurance rates. *See Wilders Decl.*, ¶¶ 40-43; *Ex. B (Schirger Decl.)*, ¶¶ 9-10. In its certification order, the Court found Class Counsel "are experienced and qualified, and have prosecuted many similar cases in the past." Doc. 136 at 19 n.8. Both firms have been actively involved from the inception of the case.

That "[o]ther courts have also recognized the skill and benefits conferred by [C]lass [C]ounsel" also supports the fee request here. *See Tussey*, 2019 WL 3859763, at *3. For example,

in *Nobles v. State Farm Mutual Automobile Insurance Co.*, Judge Laughrey stated the following regarding Stueve Siegel Hanson's work in that case: "I've always been impressed with the professionalism and the quality of work that has been done in this case by both the plaintiffs and the defendants. On more than one occasion, it has made it difficult for the Court because the work has been so good." *See Wilders Decl.*, ¶ 44. The Honorable John W. Lungstrum on the United States District Court for the District of Kansas stated the following about Stueve Siegel Hanson attorneys in *In Re: Syngenta AG MIR 162 Corn Litigation*:

The complex and difficult nature of this litigation, which spanned across multiple jurisdictions and which involved multiple types of plaintiffs and claims, required a great deal of skill from plaintiffs' counsel, including because they were opposed by excellent attorneys retained by Syngenta. That high standard was met in this case, as the Court finds that the most prominent and productive plaintiffs' counsel in this litigation were very experienced had very good reputations, were excellent attorneys, and performed excellent work. In appointing lead counsel, the various courts made sure that plaintiffs would have the very best representation...

In this Court's view, the work performed by plaintiffs' counsel was consistently excellent, as evidenced at least in part by plaintiffs' significant victories with respect to dispositive motion practice, class certification, and trial.

Id. And the Honorable Andrew J. Guilford in certifying a contested class action in the Central District of California remarked: "The most compelling evidence of the qualifications and dedication of proposed class counsel is their work in this case. Considering how far this action has come despite a grant of summary judgment in Defendant's favor and a reversal on appeal, proposed class counsel have made a strong showing of their commitment to helping the class vigorously prosecute this case." *Id.*

Lastly, in a similar COI case prosecuted by Class Counsel in 2023, the Honorable Roseanne Ketchmark awarded one third of a much larger settlement fund in part based on the "expertise exhibited by Class Counsel in the course of litigating this Action and Related Actions." *Rogowski v. State Farm Life Ins. Co.*, No. 4:22-CV-00203-RK, 2023 WL 5125113, at *5 (W.D. Mo. Apr.

18, 2023). And in 2024, this Court awarded one third of a large settlement fund in part because “Class Counsel exhibited a high degree of skill.” *Niewinski v. State Farm Life Ins. Co.*, No. 23-04159-CV-C-BP, 2024 WL 4902375, at *5 (W.D. Mo. Apr. 1, 2024). This factor therefore supports the requested fee.

4. The time and labor involved and the reaction of the Class supports the fee request (Factors 5 and 6).

As would be expected of a class action that went to trial and through appeal, Class Counsel invested significant time (thousands of hours) prosecuting this case, including seeking substantial discovery from KCL, repeatedly overcoming KCL’s requests for full decertification of the Class, obtaining summary judgment related to policy interpretation, obtaining full damages at trial for the Class for the certified claims for KCL’s use of undisclosed non-mortality factors in pricing the COI rates, and briefing and arguing the parties’ appeals. Wilders Decl., ¶ 38; Schirger Decl., ¶ 14.² The time and labor involved in the case therefore supports the reasonableness of the amount Class Counsel seek for a fee. *See Vogt v. State Farm Life Ins. Co.*, 2021 WL 247958, at *3 (W.D. Mo. Jan. 25, 2021) (“Because this case was vigorously litigated, from class certification, to summary judgment motions, to motions in limine, through trial, post-trial motions, and multiple appeal attempts, and given the considerations discussed above, the Court finds that one-third of the common fund is a reasonable fee for Class Counsel.”).

² Class Counsel’s lodestar substantially exceeds their requested attorneys’ fee. Wilders Decl., ¶ 39. Though a lodestar cross-check is not required, *see Keil v. Lopez*, 862 F.3d 685, 701 (8th Cir. 2017), if requested by the Court, Class Counsel will provide this calculation, as well as their time records for the Court’s *in camera* review. Wilders Decl., ¶ 39. That Class Counsel seek an attorney fee of substantially less than their lodestar further supports the reasonableness of their fee request, particularly where courts frequently find attorneys’ fees of multiple times the lodestar reasonable. *E.g., Rawa*, 934 F.3d at 870 (quoting approvingly to district court decision “finding reasonable a 5.61 cross-check multiplier”); *Huyer v. Buckley*, 849 F.3d 395, 398-99 (8th Cir. 2017) (approving fee award of 33% of settlement fund, representing a lodestar multiplier of 1.82); *Keil*, 862 F.3d at 701-03 (approving award representing a lodestar multiplier of 2.7); *Del Toro v. Centene Mgmt. Co.*, 2021 WL 1784368, at *3 (E.D. Mo. May 5, 2021) (approving award of 35% of settlement fund, representing a lodestar multiplier of 2.73).

Furthermore, the Class Members reacted favorably upon the initial class certification, as just 0.55 percent of policyholders in the Class as currently defined opted out. Wilders Decl., ¶ 27 n.2. The fact that Class Counsel obtained full damages during the class period for KCL's COI overcharges resulting from its use of undisclosed factors in pricing the COI rates leads them to believe the Class will react favorably to the judgment and Class Counsel's fee request. Pursuant to Rule 23(h), which requires notice of a motion for attorneys' fees to be "directed to the class in a reasonable manner" and consistent with the Court's order requiring direct notice to the Class Members (Doc. 380 at 3-5), Class Counsel propose sending a postcard by US mail in the form at Exhibit 1 to Mr. Wilders's declaration, directing Class Members to the Class Website where Class Counsel's fee motion will be posted for review and advising them of their right to object to Class Counsel's motion and how to do so.³ Wilders Decl., ¶ 3 and Ex. 1 thereto; *see also* Ex. C, Declaration of the Richard Simmons, Class Notice Administrator, ¶¶ 31-40 (setting forth notice plan).

³ Class Counsel propose providing Class Members 30 days to submit objections to Class Counsel's request, which is an adequate amount of time for Class Members to submit their views and satisfies due process. *See, e.g., In re BankAmerica Corp. Sec. Litig.*, 210 F.R.D. 694, 708 (E.D. Mo. 2002) (notice providing three to four weeks to object to class settlement and class counsel's fee and expense request consistent with due process); *Geiger v. Sisters of Charity of Leavenworth Health Sys., Inc.*, 2015 WL 4523806, at *5 (D. Kan. July 27, 2015) (approving schedule giving class members 28 days to object to class action settlement and class counsel's fee and expense request); *Miller v. Republic Nat. Life Ins. Co.*, 559 F.2d 426, 430 (5th Cir. 1977) (holding a period of "almost four weeks between the mailing of the notices and the settlement hearing" was adequate); *Grunin v. Int'l House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975) (19 days' notice was enough time to object). Thirty days also strikes a proper balance between giving Class Members sufficient time to consider Class Counsel's motion and submit their views but also limiting the time before Class Members can receive their share of the judgment. To the extent the Court concludes a different objection deadline or requirements are warranted, the notice can be modified accordingly.

5. The comparison between the requested attorney fee percentage and percentiles awarded in similar cases supports Class Counsel's request (Factor 7).

Class Counsel's request for a fee equal to one-third of the amount they successfully recovered for the Class is a reasonable portion of the fund. "Substantial empirical evidence indicates that a one-third fee is a common benchmark in private contingency fee cases." Theodore Eisenberg & Geoffrey P. Miller, *Attorney Fees in Class Action Settlements: an Empirical Study*, 1 J. of Empirical Legal Studies 27, 35 (2004); *Shaw v. Interthinx, Inc.*, 2015 WL 1867861, at *6 (D. Colo. Apr. 22, 2015) (citations omitted). "[C]ourts have similarly recognized that '[t]he percentages awarded in common fund cases typically range from 20 to 50 percent of the common fund created[,] . . . and that fees within this range are 'presumptively reasonable.'" *Shaw*, 2015 WL 1867861, at *6. Courts in this Circuit and this District have frequently awarded attorney fees of 33⅓–36 percent of a common fund.⁴ "[I]ndeed that figure is often higher for complex cases or

⁴ See, e.g., *In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002) (36% fee award reasonable); *Wiles v. Sw. Bill Tel. Co.*, 2011 WL 2416291, at *5 (W.D. Mo. June 9, 2011) (awarding attorneys one-third of \$900,000 common fund); *Vogt*, 2021 WL 247958, at *2 (noting that "'courts in this Circuit and this District have frequently awarded attorney fees of 33⅓ - 36% of a common fund'" and awarding one-third of the fund in that case) (quoting *Tussey*, 2019 WL 3859763, at *4); *Rogowski*, 2023 WL 5125113, at *5 (approving an attorneys' fee award of one-third of a \$325,000,000 settlement fund); *Niewinski*, 2024 WL 4902375, at *5 (approving fee award of one-third of \$65 million settlement fund); *Barfield*, 2015 WL 3460346, at *4 (one-third fee and expense award from \$6,500,000 fund is reasonable); *Yarrington*, 697 F. Supp. at 1061-62, 1067 (awarding one-third of \$16 million settlement fund, plus separate reimbursement from the fund of \$245,000 in expenses); *Carlson v. C.H. Robinson Worldwide, Inc.*, 2006 WL 2671105, at *8 (D. Minn. Sept. 18, 2006) (35.5% fee award reasonable); *In re E.W. Blanch Holdings, Inc. Sec. Litig.*, 2003 WL 23335319, at *3 (D. Minn. June 16, 2003) (awarding 33.3% of a \$20 million settlement); *KK Motors v. Brunswick Corp.*, No. 98-2307, Doc. 67, pp. 2-3 (D. Minn. Mar. 6, 2000) (awarding one-third of a \$30 million settlement); *In re Airline Ticket Comm'n Antitrust Litig.*, 953 F. Supp. 280, 285-86 (D. Minn. 1997) (awarding 33.3% of \$86.9 million fund); *In re Iowa Ready-Mix Concrete Antitrust Litig.*, 2011 WL 5547159, at *3-4 (N.D. Iowa Nov. 9, 2011) (awarding attorneys 36.04% of \$18.5 million common fund in fees, plus separate reimbursement from settlement fund of over \$900,000 in expenses); *West v. PSS World Med., Inc.*, 2014 WL 1648741 (E.D. Mo. Apr. 24, 2014) (33%); *Ray v. Lundstrom*, 2012 WL 5458425, at *4-5 (D. Neb. Nov. 8, 2012) (awarding one-third of \$3.1 million fund in fees, plus separate reimbursement from the settlement fund of \$77,900 in expenses); *Brehm v. Engle*, 2011 U.S. Dist. LEXIS 35127, at *6 (D. Neb. Mar. 30, 2011) (awarding one-third of \$340,000 settlement fund in fees, plus separate reimbursement from the fund of \$45,000 in expenses); *Kelly v. Phiten USA, Inc.*, 277 F.R.D. 564, 571 (S.D. Iowa 2011) (awarding 33% of the settlement award in fees); see also *Xcel Energy*, 364 F. Supp. 2d at 996 (listing

cases that proceed to trial[.]” *In re: Urethane Antitrust Litig.*, 2016 WL 4060156, at *5 (D. Kan. July 29, 2016).⁵ Unquestionably, with high-risk and high-cost cases such as this, contingency fee arrangements are the “key to the courthouse” for individuals taking on a large corporation. Therefore, Class Counsel’s request for one-third of the Common Fund as a fee is directly proportional to the amount recovered for the Class and is a percentage routinely deemed reasonable and awarded in common fund cases; the percentage is particularly appropriate given the case proceeded to a jury trial and through appeal.

* * *

In sum, the relevant factors support Class Counsel’s requested fee. One-third of the recovery is typical, if not on the low-end, of class actions that go to trial. And here, Class Counsel

various settlements, including *In re Select Comfort Corp. Secs. Litig.*, 2003 U.S. Dist. LEXIS 26409 (D. Minn. Feb. 28, 2003) (awarding 33.3% of the \$5,750,000 settlement) and *In re Control Data Sec. Litig.*, No. 85-1341 (D. Minn. Sept. 23, 1994) (awarding 36.96% of \$8 million fund)); *Tussey*, 2019 WL 3859763, at *4 (awarding 1/3 of \$55 million fund).

⁵ Relatively few class actions are tried, let alone tried and then taken through appeal. *Hughes v. Kore of Ind. Enter., Inc.*, 731 F.3d 672, 676 (7th Cir. 2013) (noting that it is “the rare case in which a class action not dismissed pretrial goes to trial rather than being settled”); *Waters v. Int’l Precious Metals Corp.*, 190 F.3d 1291, 1299 (11th Cir. 1999) (“Rarely do class action litigations proceed to trial.”). Courts therefore give significant weight in reviewing attorneys’ fee requests to the fact that a contested trial occurred. *See In Re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*, 2016 WL 6215974, at *18 (E.D. La. Oct. 25, 2016) (noting that class counsel “did something that rarely happens in class actions: they actually went to trial” and concluding the massive effort undertaken weighed in favor of class counsel’s fee request); *Allapattah Services, Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 1193, 1203 (S.D. Fla. 2006) (emphasizing that the settlement was reached only after class counsel succeeded at trial, noting that “[c]lass counsel . . . faced a potential catastrophic risk in the event the case was lost at trial”); *Urethane*, 2016 WL 4060156, at *4 (emphasizing that “the case was not settled pretrial” but rather was litigated before a jury); *In re Syngenta AG Mir162 Corn Litig.*, 357 F. Supp. 3d 1094, 1115 (D. Kan. 2018) (noting that “litigation was extensive and exhaustive . . . and included a trial and a plaintiffs’ verdict”). Indeed, courts give substantial weight to a case even being close to going to trial in awarding fees. *See, e.g., Fleisher v. Phoenix Life Ins. Co.*, 2015 WL 10847814, at *12-13 (S.D.N.Y. Sept. 9, 2015) (noting, in awarding 33⅓ percent of cash settlement fund, that “the litigation was hard-fought” and a settlement was reached “on the eve of trial” and after an “all-day mock trial”); *In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 99, 104, 106 (E.D. Pa. 2013) (noting that class counsel “had completed significant preparation for trial” in awarding attorneys’ fees of 33⅓ percent); *Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 2012 WL 12540344, at *3 (N.D. Ga. Oct. 26, 2012) (emphasizing that “[t]he case settled only within 48 hours of trial” in awarding attorneys’ fees of 33⅓ percent).

not only tried the case but litigated it through appeal. Class Counsel undertook to represent the Class Members for injuries the latter had no knowledge they had sustained until Class Counsel uncovered the unauthorized deductions being taken by KCL. After being approached by Mr. Meek, Class Counsel filed and litigated the case vigorously, overcoming numerous challenges on every front by KCL. At risk of a full defense verdict, Class Counsel invested substantial sums of their labor and their capital to bring this case to trial and came away with full damages for KCL's breach of the policies during the class period by deducting excessive COI charges calculated with COI rates priced with undisclosed non-mortality factors, and defended the judgment on appeal. Class Counsel respectfully request that the Court award them one-third of the Common Fund.

C. Class Counsel Should Have a Portion of Their Reasonably Incurred Litigation Expenses Reimbursed.

It is commonly recognized that class counsel should have the expenses they incurred to litigate a case reimbursed from the common fund they created. As a leading treatise states:

An attorney who creates or preserves a common fund by judgment or settlement for the benefit of a class is entitled to receive reimbursement of reasonable fees and expenses involved. The equitable principle that all reasonable expenses incurred in the creation of a fund for the benefit of a class are reimbursable proportionately by those who accept benefits from the fund authorizes reimbursement of full reasonable litigation expenses as costs of the suit in contrast to the more narrowly defined rules of taxable costs of suit under Fed. R Civ. P. 54(d) The prevailing view is that expenses are awarded in addition to the fee percentage.

Alba Conte, 1 Attorney Fee Awards § 2:19 (3d ed.); *see also Sprague v. Ticonic*, 307 U.S. 161, 166-67 (1939) (recognizing a federal court's equity power to award costs from a common fund). "Reimbursable expenses include many litigation expenses beyond those narrowly defined 'costs' recoverable from an opposing party under Rule 54(d), including: expert fees; travel; long-distance and conference telephone; postage; delivery services; and computerized legal research." *Tussey*, 2019 WL 3859763, at *5 (citing Alba Conte, 1 Attorney Fee Awards § 2:19 (3d ed.)); *In re BankAmerica Corp. Sec. Litig.*, 228 F. Supp. 2d 1061, 1066 (E.D. Mo. 2002) (approving

reimbursement to class counsel of: “expert witnesses; computerized research; court reporting services; travel expenses; copy, telephone and facsimile expenses; mediation; and class notification”); *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 468 (S.D.N.Y. 2004) (“The expenses incurred—which include investigative and expert witnesses, filing fees, service of process, travel, legal research and document production and review are the type for which the paying, arms’ length market reimburses attorneys. For this reason, they are properly chargeable to the Settlement fund.”); *Anwar v. Fairfield Greenwich Ltd.*, 2012 WL 1981505, at *3 (S.D.N.Y. June 1, 2012) (“Plaintiffs’ Counsel seek reimbursement for expenses such as mediation fees, expert witness fees, electronic legal research, photocopying, postage, and travel expenses, each of which is the type ‘the paying, arms’ length market’ reimburses attorneys.”).

As detailed in the attached declarations, Class Counsel have incurred \$370,126.52 in nontaxable costs in the litigation of this matter. These expenses are the type that hourly fee-paying clients routinely cover. *See* Wilders Decl., ¶ 45; Schirger Decl., ¶ 17. And the fee agreement with Mr. Meek provided no provision stating that reimbursement for nontaxable costs depends on the size of the recovery or the number of claims on which Plaintiff ultimately prevailed. *See* Wilders Decl., ¶ 45. Nonetheless, Class Counsel recognize that a portion of the initially certified class was decertified, which leaves a judgment of approximately \$1 million. Although courts have awarded full expenses when only a partial recovery is made where they are “incurred in connection with prosecution of the action as a whole,” *In re Towers Fin. Corp. Noteholders Litig.*, 1996 WL 393213, at *2 (S.D.N.Y. Feb. 28, 1996) (awarding expenses incurred in partial settlement), in the exercise of their own judgment, Class Counsel are only seeking reimbursement of one half of their nontaxable costs and expenses. At least half of the costs and expenses were incurred for the prosecution of the action as a whole and none were directly or discernably incurred solely for the

larger class. *See* Wilders Decl., ¶ 45; Schirger Decl., ¶ 17. Class Counsel’s expense reimbursement request is reasonable, and Class Counsel requests that \$185,063.26 be reimbursed from the fund.⁶ *See, e.g., Tussey*, 2019 WL 3859763, at *5.

D. Mr. Meek Should Receive a Service Award.

Courts routinely approve service awards to compensate class representatives for the services they provide and the risks they incur on behalf of the class. The Eighth Circuit has expressly recognized the value of such awards, *Tussey v. ABB, Inc.*, 850 F.3d 951, 962 (8th Cir. 2017) (“Incentive awards compensate lead plaintiffs for their work and the benefit they have conveyed on the rest of the class.”), and has repeatedly affirmed service awards to class representatives. *See In re U.S. Bancorp Litig.*, 291 F.3d at 1038 (affirming \$2,000 award to five representatives); *Rogowski*, 2023 WL 5125113, at *6 (approving service awards of \$25,000 for each of eleven class representative); *Niewinski*, 2024 WL 4902375, at *5 (approving service of \$25,000 for each of five class representatives), *Tussey*, 850 F.3d at 961-62 (approving \$25,000 incentive awards); *Caligiuri v. Symantec Corp.*, 855 F.3d 860, 867 (8th Cir. 2017) (finding no error in service award of \$10,000).

It is notably unusual for a class representative to be required to take a class action to trial. When required, courts have awarded substantial service awards as a result. *See, e.g., In re Syngenta AG Mir162 Corn Litig.*, 2018 WL 7254709, at *40 (D. Kan. Nov. 21, 2018) (recommending \$100,000 to four class representatives in class action that required trial), *report and recommendation adopted in material parts*, 2018 WL 6839380 (D. Kan. Dec. 31, 2018); *In re: Urethane Antitrust Litig.*, Doc. 3251 at 12 (D. Kan. June 1, 2016) (granting requested service

⁶ The expenses itemized in the attached declarations exclude all expenses included on Plaintiff’s renewed bill of costs filed contemporaneously herewith. Wilders Decl., ¶ 45; Schirger Decl., ¶ 17. In the event the Clerk does not tax any portion of those costs against KCL, Class Counsel requests that they be reimbursed from the Common Fund.

awards of \$150,000-200,000 for representatives who went to trial, *In re: Urethane Antitrust Litig.*, 2016 WL 4060156, at *8); *see also Erica P. John Fund, Inc. v. Halliburton Company, et al.*, No. 3:02-cv-1152-M, Doc. 844 at 29 (N.D. Texas Apr. 25, 2018) (awarding \$100,000 to class representative); *Castro v. Sanofi Pasteur Inc.*, 2017 WL 4776626, at *10 (D.N.J. Oct. 23, 2017) (awarding \$100,000 to each of three class representatives); *In re High-Tech Employee Antitrust Litig.*, 2015 WL 5158730, at *17-18 (N.D. Cal. Sept. 2, 2015) (awarding \$100,000-\$140,000 to each of five class representatives); *Marchbanks Truck Serv. v. Comdata Network, Inc.*, No. 07-CV-1078, Doc. 713 at 2, 8 (E.D. Pa. July 14, 2014) (awarding \$150,000 to one class representative and \$75,000 to two other class representatives); *In re Neurontin Antitrust Litig.*, No. Civ. A. No. 02-1830, Doc. 114 at ¶ 31 (D.N.J. Aug. 6, 2014) (awarding \$100,000 to each class representative); *In re Titanium Dioxide Antitrust Litig.*, 2013 WL 6577029, at *1 (D. Md. Dec. 13, 2013) (awarding \$125,000 to one class representative and \$25,000 to each of two class representatives); *Been v. O.K. Indus., Inc.*, 2011 WL 4478766, at *13 (E.D. Okla. Aug. 16, 2011), *report and recommendation adopted*, 2011 WL 4475291 (E.D. Okla. Sept. 26, 2011) (awarding \$100,000 to each of 5 class representatives); *Velez v. Novartis Pharm. Corp.*, 2010 WL 4877852, at *4, *8, *28 (S.D.N.Y. Nov. 30, 2010) (awarding \$125,000 to named plaintiffs); *Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 2008 WL 11319972, at *3 (N.D. Ga. Mar. 4, 2008) (awarding \$100,000 to each class representative); *Ivax Corp. v. Aztec Peroxides, LLC*, No. 1:02CV00593, Doc. 78 at 2 (D.D.C. Aug. 24, 2005) (awarding \$100,000 to each of two class representatives).

Mr. Meek came forward—alone—on behalf of the Class, subjecting himself to written discovery, deposition, and attending the entire trial. Wilders Decl., ¶ 47. At all times he put the interests of the Class ahead of his own. *Id.* He overcame repeated arguments raised by KCL regarding his adequacy, and he testified and was present during the entire course of the trial. His

desire and drive to obtain a recovery, not only for himself, but for Kansas policyholders like him never wavered. Every single Class Member benefited from his efforts, and those efforts should be recognized and compensated because without them the Class would have obtained nothing. *Id.*

Class Counsel seek a service award of \$1,000 for Mr. Meek. This requested service award amounts to a tiny fraction of the total Common Fund (approximately .1%). Class Members will be required to do nothing (not even submit a claim to obtain their recovery). Any rational person would readily accept such a *de minimis* cost to avoid the time and stress of actively participating in litigation and trial. *See, e.g., Niewinski*, 2024 WL 4902375, at *5 (approving service awards of \$25,000 in part because “the requested awards [we]re *de minimis* to the amount attributable to each Settlement Class Member”). Class Counsel respectfully request that the Court award Mr. Meek \$1,000 from the fund as a service award.

CONCLUSION

For the foregoing reasons, Class Counsel request that they be awarded one-third of the Common Fund for attorneys’ fees, reimbursement of a portion of their litigation expenses in the amount of \$185,063.26 and a \$1,000 service award for Mr. Meek.

Dated: February 21, 2025

Respectfully submitted,

STUEVE SIEGEL HANSON LLP

/s/ Bradley T. Wilders

Patrick J. Stueve MO Bar # 37682
Bradley T. Wilders, MO Bar # 60444
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: wilders@stuevesiegel.com
Email: perkins@stuevesiegel.com

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

- And -

John J. Schirger MO Bar # 60583
Joseph M. Feierabend MO Bar # 62563
SCHIRGER FEIERABEND LLC
4520 Main Street, Suite 1570
Kansas City, Missouri 64111
Telephone: 816-561-6500
Facsimile: 816-561-6501
Email: Schirger@SFlawyers.com
Email: Feierabend@SFlawyers.com

Attorneys for Plaintiff and the Class

CERTIFICATE OF SERVICE

I hereby certify that on February 21, 2025, a true and accurate copy of the foregoing was filed via the CM/ECF system and served by electronic mail on all counsel of record.

/s/ Bradley T. Wilders

Counsel for Plaintiff and the Class

EXHIBIT A

**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-BP
)	
vs.)	
)	
KANSAS CITY LIFE INSURANCE COMPANY,)	
)	
Defendant.)	

**DECLARATION OF BRADLEY T. WILDERS IN SUPPORT OF
CLASS COUNSEL’S RENEWED MOTION FOR ATTORNEYS’ FEES, EXPENSES,
AND SERVICE AWARD**

I, Bradley T. Wilders, hereby declare as follows:

1. I am a partner at the law firm of Stueve Siegel Hanson LLP and served as lead trial counsel in this case against Kansas City Life Insurance Company. I make this declaration based on my personal knowledge and if called to testify to the contents hereof, I could and would competently do so.

2. I respectfully submit this declaration in support of Class Counsel’s Renewed Motion for Attorneys’ Fees, Expenses, and Service Award.

3. Pursuant to Rule 23(h), which requires notice of a motion for attorneys’ fees to be “directed to the class in a reasonable manner,” Class Counsel will immediately post their motion and supporting materials on the Class Website, which has been active since notice issued of the Court’s February 2022 class certification order and has been updated as new case events require. The Class Notice advised Class Members that any motion seeking fees and expenses will be available at the website. See Class Website at Court Authorized Notice link

(<https://meekcellitigation.com/>). Consistent with the Court's order requiring direct notice to the Class Members (Doc. 380 at 3-5), Class Counsel propose sending a postcard by US mail in the form at Exhibit 1 hereto, directing Class Members to the Class Website where Class Counsel's fee motion will be posted for review and advising them of their right to object to Class Counsel's motion and how to do so.

4. I received my J.D. cum laude from the University of Missouri Columbia School of Law in 2007 and was inducted into the Order of the Coif. During law school, I was the Lead Articles Editor for the Missouri Law Review. I received a B.S. in computer science from the University of Missouri in 2001. Following law school, I clerked for the Honorable John R. Gibson of the United States Court of Appeals for the Eighth Circuit. Prior to joining Stueve Siegel, I practiced patent infringement litigation in Chicago, Illinois for an Am Law 100 international firm. I joined Stueve Siegel Hanson in 2009 and was promoted to equity partner in 2015. Since then, I have primarily prosecuted complex litigation in the Kansas City area and across the country, which has resulted in significant monetary recoveries for consumers and other injured plaintiffs. *See, e.g., Perrin v. Papa Johns, Inc.*, No. 09-01335-AGF (E.D. Mo.) (\$12.4 million settlement reached shortly before trial for pizza delivery drivers); *Wass v. NPC Int'l, Inc.*, No. 09-CV-2254 JWL/KGS (settlement amount confidential); *Smith v. Pizza Hut, Inc.*, No. 09-CV-01632-CMA-BNB (settlement amount confidential); *Bezich v. Lincon Nat'l Life Ins. Co.*, No. 02C01-0906-PL-73 (Allen Co., Ind.) (settlement discussed below); *Berry v. Volkswagen Grp. of Am., Inc.*, 397 S.W.3d 425, 428 (Mo. 2013); *Downing v. Riceland Foods, Inc.*, 810 F.3d 580, 583 (8th Cir. 2016) (affirming \$9.2 million judgment); *In re Genetically Modified Rice Litig.*, 835 F.3d 822, 826 (8th Cir. 2016); *Associated Wholesale Grocers Inc., et al. v. United Egg Producers et al.*, No. 10CV2171 (confidential settlement reached with multiple defendants); *Seaboard Corp. v. Marsh*

Inc., 284 P.3d 314, 316 (Kan. 2012) (obtaining favorable precedent adopting class action tolling under Kansas law and confidential settlement subsequently reached); *In Re Syngenta AG MIR162 Corn Litig.*, No. 2:14-md-02591-JWL-JPO, MDL No. 2591, Docs. 3587, 3849, 4128 (D. Kan.) (\$1.5 billion settlement reached following \$218 million jury verdict for Kansas class); *Kruger v. Lely N. Am., Inc.*, No. 020CV00629KMM DTS, 2023 WL 5665215, at *1 (D. Minn. Sept. 1, 2023) (settlement reached with \$122 million value); *Terry Bishop, DVM v. Delaval Inc.*, No. 5:19-CV-06129-SRB, 2022 WL 18542465, at *2 (W.D. Mo. June 7, 2022) (\$55 million settlement in novel robotic milker settlement); *Rogowski v. State Farm Life Ins. Co.*, *supra* (discussed below). In 2016, the Hon. Nannette Laughery asked me to serve as a special master, overseeing discovery disputes and settlement matters in a complex class-action case in the United States District Court for the Western District of Missouri. For several years, I have been a board member of the Kansas City Metropolitan Bar Association, Federal Advocates Committee, including President, in which I coordinate local CLE opportunities between the bench and bar. I have presented at the UMKC complex litigation class. On a contested application, I was appointed Co-Lead Counsel by the Hon. Brian Wimes in the *In re Arch Insurance Co. Litigation*, a multi-district litigation centralized in the Western District of Missouri. And, most recently, I completed a four-year term on the United States District Court for the District of Kansas Bench-Bar Committee.

5. Stueve Siegel Hanson is an AV rated law firm with 31 lawyers in Kansas City, Missouri. Stueve Siegel Hanson handles large-scale and high-stakes litigation. Most of the firm's attorneys practiced at large law firms across the country prior to joining Stueve Siegel Hanson. We employ several former government lawyers and former law clerks for the United States Circuit Courts of Appeals and United States District Courts. The firm has a nationwide practice that focuses on complex commercial and class litigation and trials involving a wide range of contract,

business torts, antitrust, consumer fraud, environmental contamination, ERISA, and securities violations.

The History of the Litigation

6. Class Counsel, on behalf of Christopher Y. Meek and other similarly situated KCL universal life insurance policyholders, filed this action on June 18, 2019, asserting claims for breach of contract, conversion, and for declaratory and injunctive relief. Doc. 1. Plaintiff alleged that KCL breached its insurance policies and converted policyholders' money by deducting more from policyholders' policy accounts for the cost of insurance ("COI") and for expenses than his and similar policies permitted, by including amounts for undisclosed non-mortality factors in the COI rates and failing to lower the COI rates when KCL's mortality expectations improved. *Id.*

7. The action involved extensive discovery, much of which was undertaken during the worst part of the covid-19 pandemic. On January 8, 2020, Class Counsel served Plaintiff's First Set of Requests for Production of Documents. On February 20, 2020, KCL served its Objections and Responses to the Requests. The next day, the parties exchanged Rule 26(a)(1) initial disclosures, which KCL later amended on June 24, 2021. On March 3, 2020, Class Counsel served Plaintiff's First Requests for Admission and First Interrogatories. KCL served its Objections and Responses to the Interrogatories on April 30, 2020, and to the Requests for Admission on May 15, 2020. On November 20, 2020, KCL served its Supplemental Objections and Responses to Plaintiff's First Interrogatories. On February 19, 2021, KCL served its Second Supplemental Objections and Responses to Plaintiff's First Interrogatories. On June 24, 2021, KCL served its Third Supplemental Objections and Responses to Plaintiff's First Interrogatories. On October 29, 2021, Class Counsel served Plaintiff's Second Requests for Admission. On November 22, 2021, KCL responded to the Requests for Admission.

8. Beginning in early February 2020, the parties participated in numerous meet-and-confer calls on a near weekly basis regarding KCL's discovery responses. The culmination of these conferences led to 35 document productions spanning more than 63,000 pages, a stipulation regarding the authentication and foundation of KCL's documents, and the refinement of KCL's interrogatory responses.

9. From July 20, 2021, to July 30, 2021, Class Counsel took depositions of several current and former employees of KCL, including depositions of Matthew Dolliver, Don Krebs, Marc Bensing, Lendy Kesler, Jill Daniel, Karen Dierker, Stephen Bader, Dave Metzler, and Mark Milton. On October 4, 2022, Class Counsel deposed Mark Milton in his capacity as a disclosed expert witness. On October 7, 2022, Class Counsel deposed KCL's expert, Timothy Pfeifer. On May 21, 2023, Class Counsel again deposed Mark Milton, due to his disclosure of damages calculations performed after his last deposition.

10. Likewise, KCL sought discovery from Plaintiff. On September 21, 2020, KCL served its First Set of Interrogatories and Requests for Production on Plaintiff. Thirty days later, Class Counsel served Plaintiff's Objections and Responses to KCL's discovery requests. Following a meet and confer, on January 13, 2021, Class Counsel served Plaintiff's Amended Objections and Responses to KCL's First Set of Interrogatories. On December 1, 2021, KCL served its First Set of Requests for Admission and Second Set of Interrogatories and Requests for Production on Plaintiff. On December 31, 2021, Class Counsel served Plaintiff's Objections and Responses to the discovery requests.

11. On January 14, 2021, Class Counsel produced Plaintiff for deposition.

12. On August 9, 2021, Class Counsel served responses and objections regarding a subpoena of Plaintiff's expert, Scott Witt, who Class Counsel produced for deposition on August

16, 2021. Then on August 12, 2022, Class Counsel served responses and objections regarding another subpoena of Mr. Witt and produced him for a second deposition on August 17, 2022.

13. On July 1, 2021, Class Counsel filed Plaintiff's motion for class certification supported by a declaration and report of Plaintiff's expert, Scott Witt, regarding his methodology for calculating class-wide damages. Docs. 64, 67-69. KCL opposed, contending that no class was certifiable, challenging commonality, typicality, adequacy, predominance, and superiority, and moved to exclude Mr. Witt's declaration. Docs. 80-81, 85-92. The parties fully briefed these motions over the next five months.

14. On January 7, 2022, both parties filed motions for summary judgment, and on January 28, 2022, they each filed oppositions. Docs. 118-19, 121, 123, 134-135, 137, 150-52.

15. On February 7, 2022, the Court certified a class of current or former owners of certain Kansas-issued KCL universal life insurance products¹ that were active on or after January 1, 2002, and denied KCL's motion to exclude Mr. Witt's class certification declaration. Doc. 136.

16. The Court ruled that the law of the place of policy issuance applied to policyholders' claims, not Missouri law where KCL is headquartered and performed the policies, and therefore declined to certify a nationwide class. However, the Court concluded that its choice of law analysis presented a controlling question of law on which there was substantial ground for difference of opinion, and therefore certified its order for an immediate interlocutory appeal under 28 U.S.C. § 1292(b). *Id.* at 25-26. The Eighth Circuit declined review on Plaintiff's requested interlocutory appeal. Doc. 148.

¹ These included the 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, LowerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96).

17. The Court thereafter denied without prejudice the parties' motions for summary judgment, recognizing that the Court's choice of law rulings in its class certification order had obviated the parties' summary judgment analysis. Doc. 155.

18. On October 20, 2022, the parties filed their second motions for summary judgment as well as *Daubert* motions. Docs. 183-186, 188-191, 215-216, 220-221, 227-228, 233-234. On November 10, 2022, the parties filed their respective oppositions thereto, Docs. 195-196, 198-199, 217-218, 222-223, 229-230, 235-236, and on December 1, 2022, they filed their respective replies, Docs. 203-204, 206-207, 219, 224-225, 231-232, 237-238.

19. On March 27, 2023, the Court issued its orders on the parties' summary judgment and *Daubert* motions. Docs. 243-44. In its summary judgment order, the Court ruled that under Kansas law, each monthly overcharge resulted in the accrual of a new breach of contract claim and therefore found that all breaches occurring within five years of the suit's filing (June 18, 2019) were timely. Doc. 243 at 6-9. For the breaches occurring before that date, the Court observed that while Kansas law will equitably estop a defendant from asserting a statute of limitations defense, a ruling could not be made on whether KCL could be equitably estopped from asserting its defense on the presented summary judgment arguments and record. *Id.* at 9-11.

20. In construing the insurance policies, the Court ruled that KCL was limited to using the disclosed mortality factors and KCL's expectations as to future mortality experience when setting the COI rates, and that there was no dispute of fact that KCL had included amounts for unauthorized expense and profit factors in the COI rates in breach of the policies' COI rates (Count I) and expense charge (Count II) provisions. *Id.* at 12-16. On Plaintiff's claim at Count III for KCL's failure to lower the COI rates in the face of improving mortality expectations, the Court ruled the policies required KCL to use its then-current expectations as to future mortality

experience when setting the COI rates but found a fact dispute as to whether it had failed to do so. *Id.* at 16-17. The Court found Kansas law does not recognize a conversion claim on the facts of this case and entered summary judgment in KCL's favor on that claim. *Id.* at 18-19.

21. The Court denied KCL's *Daubert* motion as to Plaintiff's expert, Mr. Witt, and granted in part Plaintiff's *Daubert* motion as to certain testimony of KCL's experts. Doc. 244.

22. Thereafter, the parties engaged in additional briefing on the applicability of equitable estoppel, which the parties agreed should be resolved by the Court rather than a jury. Docs. 253- 256. The Court concluded it would hear evidence on equitable estoppel during the jury trial setting outside the presence of the jury. Doc. 292. The parties agreed the jury should make damages findings for the breaches within the statute of limitations, and for all breaches over the decades the policies were in force (since 1982), to accommodate the Court's ultimate ruling on the applicability of equitable estoppel. *Id.*

23. Around this same time, the parties also submitted various pre-trial filings, including motions in limine and briefing thereon (Docs. 261-262, 279, 284), deposition designations and objections thereto (Docs. 264-265, 286-289, 291), proposed exhibit and witness lists (Docs. 266-267, 272-273, 293), proposed jury instructions and objections thereto (Docs. 277, 280, 282-283, 302), proposed voir dire (Docs. 269, 271), and stipulated facts (Doc. 281).

24. The parties appeared before the Court for three pretrial conferences and telephonic hearings to address trial-related matters. Docs. 263, 290, 298.

25. On May 19, 2023, KCL moved to partially decertify the class to remove policyholders who did not have an active policy within five years of the filing of the lawsuit, arguing the applicability of equitable estoppel was a predominating individualized issue. Docs. 299-300.

26. A jury trial was held May 22 – 25, 2023. Docs. 304, 306-308. The jury returned a verdict in favor of the class on their claim for KCL's breach of the COI rates provision by including amounts for undisclosed, non-mortality factors in the COI rates, finding damages of \$908,075.00 for the period June 18, 2014, to February 28, 2021 (the date through which Mr. Witt had calculated damages) and \$5,059,275.00 for the period May 1, 1982, to February 28, 2021. Doc. 311. The jury did not find KCL failed to apply its then-current mortality rates in setting the COI, or damages for KCL's breach of the expense charge provision. *Id.* The amount of damages found by the jury fully compensates the Class Members for their damages resulting from KCL's COI deductions between June 18, 2014 and February 28, 2021, calculated using COI rates priced with amounts for undisclosed non-mortality factors in breach of the policies. *See* Pl. Trial Ex. 154; Trial Tr. 180.

27. On May 30, 2023, Plaintiff filed his opposition to KCL's motion for partial decertification (Doc. 313), and on June 13, 2023, KCL filed its reply (Doc. 322). On June 20, 2023, the Court granted KCL's motion and removed from the class policyholders who did not incur COI or expense charges between June 18, 2014, and February 28, 2021, and dismissed without prejudice all claims for breach occurring prior to June 18, 2014. Doc. 329. The Class as re-defined includes the owners 2,358 policies.² The Court then entered judgment in favor of the Class as re-defined and against KCL for \$908,075.00 for KCL's use of undisclosed, non-mortality factors to determine the COI rates (Count I).

28. The Court's judgment was in favor of the Class and against KCL for zero dollars for KCL's use of non-mortality expenses in the COI rates (Count II); in favor of KCL and against the Class for KCL's failure to incorporate improving mortality expectations into the COI rates

² In total, there were owners of 2,371 policies in the originally certified class that also fit the definition of the currently defined Class. Of those, the owners of 13 policies (.55 percent of policyholders with an active policy after June 18, 2014) timely excluded themselves from the class.

(Count III); and in favor of KCL and against the Class for conversion (Count IV). The Court also dismissed Plaintiff's request for declaratory and injunctive relief without prejudice (Count V). Doc. 330.

29. On July 18, 2023, Plaintiff filed a motion for reconsideration of the Court's partial decertification order, a motion for a new trial, and an alternative motion to alter or amend the judgment to include an award of post-judgment interest. Docs. 331, 333, 335. The same day, KCL filed motions to fully decertify the Class (which KCL had also moved for twice during trial) and for judgment as a matter of law on Count I. Docs. 335, 336. The parties briefed these motions over the next few weeks. Docs. 341-350.

30. On September 14, 2023, the Court granted Plaintiff's motion for reconsideration of the Court's partial decertification order but adhered to its prior order. Doc. 351. On September 27, 2023, the Court entered its order on the other pending motions, denying Plaintiff's motion for a new trial; granting Plaintiff's motion to alter or amend the judgment to include an award of post-judgment interest; denying KCL's motion to fully decertify the Class; and denying KCL's motion for judgment as a matter of law on Count I. Doc. 352. The Court entered judgment accordingly. Doc. 353.

31. On October 18, 2023, KCL filed its notice of appeal, and on October 23, 2023, Plaintiff filed his notice of cross-appeal. Docs. 360, 365.

32. On November 1, 2023, Class Counsel timely moved for an award of attorneys' fees, expense reimbursement, and a service award for Mr. Meek, from the Common Fund, *see* Doc. 356, however, given both parties had filed notices of appeal, the Court determined the fee motion should be adjudicated after the appeals were complete and ordered that any renewed requests for fees,

expenses, and a service award, and for taxable costs, be filed within 21 days after the Court of Appeals issued its mandate. Doc. 380 at 5.

33. On December 21, 2023, KCL filed its opening brief on appeal in the Eighth Circuit, challenging the Court's interpretation of the policies on summary judgment, class certification, and the Court's order denying KCL's motion for judgment as a matter of law. KCL also challenged class members' Article III standing and whether a class member who had received an Option A death benefit was entitled to damages. *See* Brief of Appellant/Cross-Appellee Kansas City Life Insurance Co., Case No. 23-3334 (8th Cir. accepted on Dec. 27, 2023). On March 11, 2024, Plaintiff filed his opening brief on appeal, cross-appealing on the Court's choice of law rulings and its order denying Plaintiff's motion for new trial, and responding to KCL's appeal. *See* Plaintiffs-Appellees' Principal Brief on Cross-Appeal and Response to Appellant's Brief, Case No. 23-3334 (8th Cir. accepted on March 12, 2024). On April 25, 2024, KCL filed its brief responding to Plaintiff's cross-appeal and replying as to its appeal. *See* Consolidated Reply/Opposition Brief of Appellant/Cross-Appellee Kansas City Life Insurance Company, Case No. 23-334 (8th Cir. accepted on Apr. 29, 2024). On June 3, 2024, Plaintiff filed his reply brief on his cross-appeal. *See* Plaintiffs-Appellees' Reply Brief on Cross Appeal (8th Circ. accepted on June 4, 2024).

34. On September 24, 2024, the parties appeared for oral argument in St. Louis before Judges Smith, Erickson, and Stras.

35. On January 10, 2025, the Eighth Circuit panel issued its opinion affirming the Court's judgment. *Meek v. Kansas City Life Ins. Co.*, 126 F.4th 577 (8th Cir. 2025). The Eighth Circuit issued its mandate on January 31, 2025.

The Percentage of the Fund Requested Is Reasonable and Typical

36. Class Counsel request an attorneys' fee of one-third (or 33⅓ percent) of the Common Fund generated for the Class. Courts across the country have approved attorneys' fees for my firm using similar percentages of the fund as requested in this case. For example, in 2023, the Honorable Roseanne Ketchmark in this District approved an attorneys' fee award of one-third of a \$325,000,000 settlement fund. *See Rogowski v. State Farm Life Ins. Co.*, 4:22-CV-00203-RK, 2023 WL 5125113 (W.D. Mo. Apr. 18, 2023). In 2024, this Court approved an attorneys' fee award of one-third of a \$65,000,000 settlement fund. *See Niewinski v. State Farm Life Ins. Co.*, No. 23-04159-CV-C-BP, 2024 WL 4902375, at *5 (W.D. Mo. Apr. 1, 2024). In 2023, in another case against Kansas City Life brought on behalf of Missouri owners of the same policy forms in this case, the Circuit Court of Jackson County, Missouri approved an attorneys' fee award of one-third of a common fund of over \$48 million, including the jury's damages award of \$28.36 million with pre- and post-judgment interest. *Karr v. Kansas City Life Ins. Co.*, No. 1916-CV26645 (Mo. Cir. Ct. Aug. 24, 2023); *see also id.* at Amended Judgment (Feb. 10, 2025). In 2024, in another case against Kansas City Life brought on behalf of Missouri owners of a Kansas City Life variable universal life insurance policy, the Circuit Court of Jackson County, Missouri approved an attorneys' fee award of one third of a common fund, including the jury's damages award of \$4.1 million with prejudgment interest of over \$2 million and post-judgment interest. *See Sheldon v. Kansas City Life Ins. Co.*, No. 1916-CV26689 (Mo. Cir. Ct. Feb. 13, 2024); *see also id.* at Amended Judgment (Jan. 16, 2025). In 2021, the Honorable Nanette K. Laughrey in this District also approved an attorneys' fee award of one-third of a common fund, including the jury's damages award of \$34.3 million with interest. *Vogt v. State Farm Life Ins. Co.*, No. 2:16-CV-04170-NKL, 2021 WL 247958, at *1 (W.D. Mo. Jan. 25, 2021) (finding that "one-third of the common fund is

a reasonable fee for Class Counsel”). Also in 2021, the Western District of Texas approved fees of 30% of the \$90 million settlement fund. *Spegele v. USAA Life Ins. Co.*, No. 5:17-CV-967-OLG, Doc. 117 (W.D. Tex. Aug. 26, 2021) (approving attorneys’ fees of 30% of the \$90 million settlement fund as “a reasonable percentage” that “fits comfortably within the range of typical percentage of common funds awarded as reasonable fees” and “is comparable to awards in similar cases.”). In December 2018, the U.S. District Court for the District of Kansas approved a fee award of 33% of a \$1.51 billion class action settlement fund. *See In Re Syngenta AG MIR162 Corn Litig.*, No. 2:14-md-02591-JWL-JPO, MDL No. 2591, Docs. 3587, 3849, 4128 (D. Kan.). In May 2018, the Superior Court of Alameda County, California approved a fee award of 30% of a \$59.75 million class action settlement fund. *See Larson v. John Hancock Life Ins. Co. (U.S.A.)*, No. RG16813803 (Sup. Ct. Alameda Cty. Cal. May 8, 2018).

37. In non-class action cases, a typical contingent fee arrangement provides that the attorney representing the plaintiff receives 25 to 50 percent of the plaintiffs’ recovery, exclusive of expenses, which are billed separately. Typically, in my experience, when cases are tried, the contingency percentage is 45 percent or greater. Moreover, Class Counsel often represents sophisticated businesses in complex commercial litigation on a contingency basis, where these business clients commonly agree to pay fees amounting to 30 to 50 percent of any recovery.

Class Counsel Invested Significant Time and Labor in the Case

38. From the inception of the case, Class Counsel utilized their firms’ standard billing practices to track and maintain their work for all timekeepers in 6-minute increments, including tracking work separately for the separate lawsuits we were and are prosecuting against KCL. As would be expected of a class action that went to trial and through appeal, Class Counsel invested significant time (thousands of hours) prosecuting this case, including seeking substantial discovery

from KCL, repeatedly overcoming KCL's requests for full decertification of the Class, obtaining summary judgment related to policy interpretation, and obtaining full damages for the Class at trial for the certified claims for KCL's use of undisclosed non-mortality factors in determining the COI rates at pricing, and defending the judgment on appeal.

39. All of this work is of the kind and character that we would normally bill to paying clients and was necessary to address the complex and sometimes novel issues presented by this litigation and KCL's vigorous defenses. Class Counsel's lodestar substantially exceeds their requested attorneys' fee. If requested by the Court, Class Counsel will provide their lodestar cross-check calculation, as well as their time records for the Court's *in camera* review.

Class Counsel's Unique Skills and Experience Support the Requested Fee

40. Stueve Siegel Hanson practices predominantly in the area of complex litigation in state and federal courts across the country and primarily represents plaintiffs on a contingency basis. The firm is unique in that it is capable of handling large scale and high stakes litigation on a fully contingent basis. We are in a position to advance substantial litigation costs, including expert fees, and to prosecute complex and lengthy litigation that includes many thousands of clients. We do this with the hope that we will ultimately recover as much as, or more than, we would in a traditional hourly billable practice. Like this case, many of our cases are taken on a contingency basis such that the firm advances all expenses and time with no guarantee of recovery absent a judgment or settlement.

41. As evidence of the firm's unique position in the legal market, Stueve Siegel Hanson is one of the few firms in the country that has prosecuted multiple class and collective action cases through trial and appeal. Beyond this case, in which we secured a class action jury verdict in favor of the Class and defended the judgment on appeal, in December 2022, we, along with co-counsel

Schirger Feierabend, secured a class action jury verdict in favor of approximately 8,000 Missouri owners of the same policy forms at issue in this case in Jackson County, Missouri Circuit Court for \$28.36 million (*Karr v. Kansas City Life Ins. Co.*, No. 1916-CV26645). In September 2024, the Missouri Court of Appeals, Western District, affirmed that judgment and remanded for an award of prejudgment interest on the class's cross-appeal. *Karr v. Kansas City Life Ins. Co.*, 702 S.W.3d 1 (Mo. Ct. App. 2024), *reh'g and/or transfer denied* (Oct. 29, 2024), *transfer denied* (Dec. 23, 2024). In September 2023, we, along with Schirger Feierabend, secured a class action jury verdict in favor of approximately 535 Missouri owners of KCL variable universal life insurance policies in Jackson County, Missouri Circuit Court for \$4.1 million (*Sheldon v. Kansas City Life Ins. Co.*, No. 1916-CV26689). In 2018, we, with Schirger Feierabend, tried a case against State Farm Life Insurance Company in the U.S. District Court for the Western District of Missouri resulting in a jury verdict of over \$34 million on behalf of a class of approximately 24,000 policyholders, which was affirmed on appeal by the Eighth Circuit Court of Appeals. *See Vogt v. State Farm Life Ins. Co.*, No. 2:16-CV-04170-NKL Docs. 358 & 360 (W.D. Mo. June 6, 2018), *aff'd*, 963 F.3d 753 (8th Cir. 2020). The Supreme Court subsequently denied State Farm's petition for certiorari. 141 S. Ct. 2551 (Apr. 19, 2021). In June 2017, Stueve Siegel Hanson tried a class action in *In re: Syngenta AG MIR162 Corn litigation*, Case No. 14-MD-2591-JWL (D. Kan.) and secured a class action jury verdict of \$217.7 million for Kansas corn farmers. And, in 2011, Stueve Siegel Hanson tried a class and collective action in *Garcia v. Tyson Foods, Inc.*, No. 06-2198-JTM (D. Kan.), and secured a total class and collective action jury verdict and judgment of over \$785,000 for hourly employees at a meat processing plant who were not paid all wages owed. Stueve Siegel Hanson has prosecuted all manner of class action and complex commercial litigation matters.

42. Class Counsel have also obtained significant class action settlements in cases of this type, including securing settlements of: \$325 million for a nationwide class of 760,000 State Farm policyholders (*Rogowski v. State Farm Life Ins. Co.*, No. 4:22-cv-00203-RK (W.D. Mo.)); \$65 million for a nationwide class of approximately 450,000 State Farm policyholders (*Niewinski v. State Farm Life Ins. Co.*, No. 23-04159-CV-C-BP (W.D. Mo.)); \$90 million for approximately 110,000 USAA Life Insurance Company policyholders (*Spegele v. USAA Life Ins. Co.*, No. 5:17-cv-967-OLG (W.D. Tex.)); nearly \$60 million for approximately 90,000 John Hancock Life Insurance Company policyholders (*Larson v. John Hancock Life Ins. Co.*, No. RG16813803 (Alameda Co., Cal.)); and additional death benefits valued at \$2.25 billion, with a market value of approximately \$171.8 million, for approximately 77,000 Lincoln National Life Insurance Company policyholders (*see Bezich v. The Lincoln Nat. Life Ins. Co.*, No. 02C01-0906-PL-73 (Allen Co., Ind.)). A few weeks ago, a court preliminarily approved a \$32.5 million settlement secured by Class Counsel on behalf of approximately 43,000 Symetra Life Insurance Company policyholders. *See Davis v. Symetra Life Ins. Co.*, No. 2:21-cv-00533-KKE (W.D. Wash. Feb. 4, 2025), Doc. 139. Stueve Siegel Hanson (together with Schirger Feierabend) is also presently simultaneously prosecuting similar cases against Lincoln National Life Insurance Company, Connecticut General Life Insurance Company, Columbus Life Insurance Company, and additional cases against Kansas City Life Insurance Company.

43. As the representative cases contained in Stueve Siegel Hanson's attached firm resume demonstrate, I and my firm have an extensive history of achieving significant monetary relief for class members. *See* Exhibit 2 hereto.

44. Several judges in state and federal court have commented positively on the professionalism of the attorneys at Stueve Siegel Hanson:

- In *Nobles v. State Farm Mutual Automobile Insurance Co.*, the Honorable Nanette K. Laughrey stated the following in regards to Stueve Siegel Hanson's work in that case:

"I've always been impressed with the professionalism and the quality of work that has been done in this case by both the plaintiffs and the defendants. On more than one occasion, it has made it difficult for the Court because the work has been so good."

- Recently, the Honorable Andrew J. Guilford in certifying a contested class action in the Central District of California remarked:

"The most compelling evidence of the qualifications and dedication of proposed class counsel is their work in this case. Considering how far this action has come despite a grant of summary judgment in Defendant's favor and a reversal on appeal, proposed class counsel have made a strong showing of their commitment to helping the class vigorously prosecute this case."

- The Honorable John W. Lungstrum on the United States District Court for the District of Kansas stated the following about Stueve Siegel Hanson attorneys in the *In Re: Syngenta AG MIR 162 Corn Litigation*:

"The complex and difficult nature of this litigation, which spanned across multiple jurisdictions and which involved multiple types of plaintiffs and claims, required a great deal of skill from plaintiffs' counsel, including because they were opposed by excellent attorneys retained by Syngenta. That high standard was met in this case, as the Court finds that the most prominent and productive plaintiffs' counsel in this litigation were very experienced had very good reputations, were excellent attorneys, and performed excellent work. In appointing lead counsel, the various courts made sure that plaintiffs would have the very best representation...

In this Court's view, the work performed by plaintiffs' counsel was consistently excellent, as evidenced at least in part by plaintiffs' significant victories with respect to dispositive motion practice, class certification, and trial."

- The Honorable Audrey G. Fleissig on the United States District Court for the Eastern District of Missouri, in *Perrin v. Papa John's International, Inc.*, which

Stueve Siegel Hanson prosecuted, stated:

“I believe this was an extremely difficult case. I also believe that it was an extremely hard fought case, but I don’t mean hard fought in any negative sense. I think that counsel for both sides of the case did an excellent job...I congratulate the plaintiffs and I also congratulate the defense lawyers on the very, very fine job that both sides did in a case that did indeed pose novel and difficult issues.”

- The Honorable Michael Manners of this court, who presided over the case, *Berry v. Volkswagen Group of America, Inc.*, which Stueve Siegel Hanson

prosecuted, stated:

“The experience, reputation and ability of class counsel is outstanding.”

Class Counsel Seeks Partial Reimbursement for Their Reasonable Out-of-Pocket Expenses

45. In addition, all of the expenses itemized in the charts below totaling \$370,126.52 are reasonable out-of-pocket expenses that are normally passed on to the client and are not absorbed as part of overhead. These expenses were reasonably necessary in order to successfully prosecute the case. Had we not been successful on behalf of the class, Class Counsel would have been required to absorb all of these expenses at a considerable loss. The fee agreement with Mr. Meek provided no provision stating that reimbursement for nontaxable costs depends on the size of the recovery or the number of claims on which Plaintiff ultimately prevailed. The expenses itemized below exclude all expenses included on Plaintiff’s contemporaneously filed renewed bill of costs. Even though Class Counsel incurred \$370,126.52, Class Counsel seek reimbursement for only half of these otherwise recoverable expenses in recognition that certain of the expenses were incurred to litigate claims of the larger, previously certified class. At least half of these expenses

were incurred for the prosecution of the action as a whole and none were directly or discernably incurred solely for the portion of the class that the Court ultimately decertified.

Stueve Siegel Hanson Non-Taxable Expenses through February 19, 2025

Expense Category	Amount
Outside Print & Copy	\$2,497.80
Internal Print & Copy	\$2,852.40
Court Fees	\$505.00
Postage/Fed Ex/Delivery	\$815.79
Travel/Lodging/Meals	\$9,827.04
Transcript/Video	\$2,517.64
Experts/Consultants	\$75,781.85
Process Servers	\$283.00
Arbitrators/mediators	\$3,936.00
Online Legal Research	\$139,072.59
Hosting/Data Storage	\$5,387.70
Class Notice/Class Communication	\$14,027.86
Ground Transportation	\$758.04
TOTAL:	\$258,262.71

Schirger Feierabend Non-Taxable Expenses through February 19, 2025

Expense Category	Amount
Expert Fees	\$79,329.11
Online Legal Research	\$8,969.10
Photocopy Charges	\$403.20
Transcription Fees	\$2,225.26
Travel Expenses	\$9,594.02
Hosting/Data Storage	\$11,343.12
TOTAL:	\$ 111,863.81

The Requested Service Award Is Reasonable

46. Class Counsel respectfully request this Court award a service fee to the named class representative, Christopher Meek, in an amount of \$1,000.

47. Mr. Meek came forward—alone—on behalf of the Class, subjecting himself to written discovery, deposition, and attending the entire trial. At all times he put the interests of the Class ahead of his own. He overcame repeated arguments raised by KCL regarding his adequacy, and he testified and was present during the entire course of the trial. His desire and drive to obtain a recovery, not only for himself, but for the entire Class never wavered. Every single Class Member benefited from his efforts, and those efforts should be recognized and compensated because without them the Class would have obtained nothing.

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

Executed on this 21st day of February 2025, in Kansas City, Missouri.

/s/ Bradley T. Wilders
Bradley T. Wilders
Counsel for Plaintiff and the Class

EXHIBIT 1

**Meek v. Kansas City Life
Ins. Co.**

c/o Analytics Consulting, LLC

PO Box 2004

Chanhasen, MN 55317-2004

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

NOTICE OF ATTORNEY FEE
MOTION IN CLASS ACTION

You are a class member in Meek v.
Kansas City Life Insurance Company
and are entitled to notice of appointed
Class Counsel's Motion for Attorneys'
Fees, Expenses, and Service Award

<https://meekkcllitigation.com/>

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

WHY AM I GETTING THIS NOTICE?

You have been sent this notice because you have been identified as a class member in the class action lawsuit *Meek v. Kansas City Life Insurance Co.*, pending in the United States District Court for the Western District of Missouri, Case No. 4:19-cv-472-BP (W.D. Mo.). and appointed Class Counsel have filed a Motion for Attorneys' Fees, Expenses, and Service Award.

The Class includes the current and former owners of certain universal life insurance policies issued by Kansas City Life Insurance Company in Kansas related to policy charges deducted between June 18, 2014 and February 28, 2021. For a more detailed description of the Class, visit <https://meekkcllitigation.com>.

WHAT DOES CLASS COUNSEL SEEK?

On February 21, 2025, Class Counsel filed their motion requesting attorneys' fees, expense reimbursement, and a service award for the Plaintiff Christopher Y. Meek. Class Counsel seek a fee equal to 33½ percent of the judgment of \$908,075.00 together with post-judgment interest and accrued interest at the time of distribution ("Common Fund"). Class Counsel also seek reimbursement of a portion of their incurred litigation expenses of up to \$221,652.94, and a service award of \$1,000 for Plaintiff Meek. Class Counsel request that these amounts be paid from the Common Fund. You do not have to pay these amounts. Class Counsel's motion and the suggestions in support are available for your review under "Court Documents" on the Class Website at: <https://meekkcllitigation.com>.

WHAT ARE MY RIGHTS?

Be advised that you may object to Class Counsel's request if you do not like all or some part of it, and the Court will consider your

views.

To object to Class Counsel's request, you must mail your written objection to the class administrator postmarked no later than ***insert date 30 days following the mailing of this notice*** to the following address:

Meek v. KCL Litigation
PO Box 2004
Chanhassen, MN 55317-2004

So that your objection may be fully considered, include the following information with your notice of written objection:

- The name of this case, which is Meek v. Kansas City Life Ins. Co., No. 4:19-cv-472-BP;
- Your name (and the name of the entity that owns the policy, if different), current address, telephone number, and email address;
- Your policy number(s);
- A written statement of the reason for your objection (accompanied by any legal support for the objection);
- Copies of any materials supporting your objection;
- The identity of any attorney representing you (if any);
- Your signature or the signature of your attorney (if applicable); and
- The date signed.

Where can I obtain a copy of Class Counsel's Motion and learn more about the case? <https://meekkcllitigation.com>

Case 4:19-cv-00472-BP Document 384-1 Filed 02/21/25 Page 24 of 44

This Notice is a summary of the Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Award.

EXHIBIT 2





WHO WE ARE

Stueve Siegel Hanson was launched in 2001 on a foundational business model where our payment for legal services would depend on the results delivered and the value provided rather than the hours spent on a case. Since then this business model has been a hallmark of our success, which has included the recovery of billions of dollars in damages and relief for consumers, entrepreneurs, employees, small and large businesses, and a variety of economic underdogs. The cases we handle frequently arise in some of the most complex areas of the law, including antitrust, intellectual property, FLSA collective actions, consumer and securities class actions, data breach, franchise disputes and other complex business litigation.

Our team of lawyers includes some of the best trained and most experienced trial lawyers in the country. Stueve Siegel Hanson's founding partners were partners at some of the country's largest law firms. The firm has also been fortunate in its ability to attract, retain and promote lawyers educated at top law schools and groomed at nationally prominent law firms, many of whom also have had valuable experiences as judicial law clerks at both the trial court and appellate levels.

Stueve Siegel Hanson is a national litigation firm based in Kansas City, Missouri, with offices in the heart of The Country Club Plaza.



OUR MISSION

Stueve Siegel Hanson provides aggressive, cutting-edge representation in litigation. Our law firm serves companies in business disputes as well as individuals harmed by dangerous products, unfair employers or unsavory business practices.

Because we work on a contingency model, our fees are based on the results we achieve. This means our trial lawyers have the same interests you do: Succeed for you and we succeed ourselves, fail you and we fail ourselves.

We believe the pursuit of justice should not be subject to the dysfunction of the billable hour, which rewards attorneys more for time than the results achieved. We take pride in winning efficiently and effectively as our clients' partner in the courtroom.

We invest in our firm, our profession and our community. We recruit the brightest attorneys from the nation's top law firms, and together we maintain a culture of camaraderie and respect. We apply new technology to further our efficiency, communication and creativity. We give our time and talents to pro bono projects, community service and bar organizations. While we take considerable pride in earning awards and recognition, we are most fulfilled by results, referrals and repeat business.

UNIVERSAL LIFE INSURANCE OVERCHARGE LITIGATION

Stueve Siegel Hanson has been litigating cases involving universal life insurance for more than 10 years. These policies are often sold as a combination solution for death benefit protection and investment growth. Some life insurance companies have been overcharging policy owners for the cost of insurance and expenses. As a result, money that should be building up for the policy owner's benefit is going instead to the insurance company's coffers. Worse, for many policy owners, overcharges or rate increases have made policies simply unaffordable – exactly when they are needed the most.

This puts policy owners in a tough spot:

- Do they continue to pay overcharges and premiums just to maintain their life insurance?
- Do they give up their policies after they've paid so much into them?
- Can they still get life insurance?

Stueve Siegel Hanson advocates for policy owners nationwide. We have recovered more than \$2 billion in cash and death benefits for policy owners. Recent experience includes obtaining:

- An appellate victory against Kansas City Life maintaining the full amount of damages awarded by the jury for overcharges to the cash values of the class of Missouri policyholders' universal life insurance policies and obtaining an additional award of prejudgment to bring the total judgment to over \$48 million.
- Three class action jury trials resulting in jury verdicts of over \$33 million against Kansas City Life on behalf of Missouri and Kansas policy owners.
- Two nationwide class action settlements with State Farm for \$325 million and \$65 million on behalf of policy owners alleging the insurer improperly included non-mortality factors in calculating the cost of insurance charge under the insurance contract.
- A \$34 million jury verdict against State Farm on behalf of Missouri policy owners alleging the insurer improperly included non-mortality factors in calculating the cost of insurance charge under the insurance contract. The jury verdict was affirmed by the Eighth Circuit on appeal and the appellate court awarded an additional \$5 million in prejudgment interest bringing the total recovery to nearly \$40 million.
- A \$59 million settlement with John Hancock on behalf of policy owners in a nationwide class action alleging that John Hancock overcharged policy owners by including expenses in its cost of insurance charge in violation of the insurance contract.
- A settlement for \$2.25 billion in potential death benefits with Lincoln National Life on behalf of policy owners who purchased a variable universal life insurance policy and alleged the insurer overcharged them for the cost of insurance in violation of the policy.
- A \$90 million settlement with USAA Life Insurance Company on behalf of a nationwide class alleging the insurer overcharged them by including unauthorized expenses in its cost of insurance charge in violation of the contract.

CLASS AND COLLECTIVE ACTIONS

Since opening its doors in 2001, Stueve Siegel Hanson has obtained substantial results in a wide range of complex commercial, class, and collective actions while serving as lead or co-lead counsel.

Over the past decade, verdicts and settlements include:

Antitrust

- Obtaining \$53 million in settlements between a class of direct purchasers of automotive lighting products and several manufacturers accused of participating in a price fixing scheme.
- Obtaining a \$25 million settlement in a nationwide antitrust class action regarding price fixing of aftermarket automotive sheet metal parts.
- Obtaining a \$7.25 billion settlement in a massive price-fixing case brought by a class of U.S. merchants against Visa, Mastercard and their member banks.
- Obtaining \$33 million in nationwide class action alleging price fixing for certain polyurethanes in Urethanes antitrust case.
- Obtaining a \$25 million settlement in a class action lawsuit that alleged Blue Rhino and certain competitors conspired to reduce the amount of propane gas in cylinders sold to customers. The firm obtained a \$10 million settlement in a related suit against AmeriGas.

Data Privacy

- Obtaining a historic \$1.5 billion settlement in a nationwide class action stemming from credit reporting firm Equifax's massive 2017 data breach.
- Obtaining \$500 million, plus additional benefits, for victims of the 2021 T-Mobile data breach.
- Obtaining a \$190 million settlement in a class action following a Capital One data breach that compromised the confidential information of nearly 100 million credit applicants.
- Obtaining a \$115 million settlement resulting from a 2015 data breach affecting Anthem, Inc., one of the nation's largest for-profit managed health care companies.
- Obtaining a \$10 million settlement in a class action resulting from a data breach at Target Corp.
- Obtaining a \$3.25 million settlement in data privacy litigation on behalf of more than 61,000 optometrists whose personal information was compromised by the national optometry board.
- Obtaining a \$2.3 million settlement in a class action stemming from a data breach at global technology company Citrix's internal network.

Catastrophic Injury

- Obtaining \$39.5 million in settlements from three refiners on behalf of adjacent homeowners living above a large plume of gasoline leaked from the refineries and connecting pipelines.

Commercial Litigation

- Obtaining a \$1.51 billion settlement for U.S. corn growers, grain handling facilities and ethanol production plants that purchased corn seeds prematurely sold by Syngenta.
- Obtaining a \$218 million jury verdict for a class of Kansas corn producers who purchased corn seeds prematurely sold by Syngenta.
- Obtaining a \$56 million settlement on behalf of a class of government entities against Trinity Industries and its manufacturing arm, Trinity Highway Products, to remove and replace the companies' 4-inch ET Plus guardrail end terminals on Missouri roads.
- Obtaining a \$55 million settlement for dairy farmers in the United States who purchased the Classic model of the voluntary milking system (VMS) manufactured and sold by DeLaval Inc.
- Obtaining a \$49.75 million settlement in the United States with Lely on behalf of dairy farmers who purchased its robotic milking system, the Lely Astronaut A4 ("A4").
- Obtaining more than \$44 million in restitution and \$7.9 million in cash for dentists against Align Technology, Inc. in a nationwide deceptive trade practices case.

Consumer Class Action

- Obtaining two settlements totaling \$29 million to resolve consumer class action claims against Experian arising out of the company's reporting of delinquent loan accounts.
- Obtaining up to \$220 million in damages for all Missouri residents who purchased the prescription pain reliever Vioxx before it was removed from the market.
- Obtaining more than \$75 million in relief for purchasers of Hyundai vehicles for Hyundai's overstatement of horsepower in vehicles.
- Obtaining \$29.5 million in settlements for overdraft fees charged to customers from UMB Bank, Bank of Oklahoma, and Intrust Bank.
- Obtaining \$19.4 million for purchasers of H&R Block's Express IRA product related to allegedly false representations made during the sales presentation.

Cost of Insurance

- Obtaining an appellate victory against Kansas City Life maintaining the full amount of damages awarded by the jury for overcharges to the cash values of the class of Missouri policyholders' universal life insurance policies and obtaining an additional award of prejudgment to bring the total judgment to over \$48 million.
- Obtaining three jury verdicts of over \$33 million in three class action jury trials against Kansas City Life on behalf of Missouri and Kansas policy owners.
- Obtaining a \$2.25 billion settlement in a class action lawsuit against The Lincoln National Life Insurance Company over alleged life insurance policy overcharges.
- Obtaining two nationwide class action settlements with State Farm for \$325 million and \$65 million on behalf of policy owners alleging the insurer improperly included non-mortality factors in calculating the cost of insurance charge under the insurance contract.

- Obtaining a \$59.75 million settlement in a nationwide class action lawsuit against John Hancock Life Insurance Company (U.S.A.) over alleged life insurance policy overcharges.
- Obtaining a \$34 million jury verdict in a class action trial against State Farm on behalf of Missouri policy owners alleging the insurer improperly included non-mortality factors in calculating the cost of insurance charge under the insurance contract. The jury verdict was affirmed by the Eighth Circuit on appeal and the appellate court awarded an additional \$5 million in prejudgment interest bringing the total recovery to nearly \$40 million.

Wage and Hour

- Obtaining a \$73 million settlement on behalf of current and former Bank of America retail banking and call center employees who alleged violations of the Fair Labor Standards Act.
- Obtaining approximately \$50 million in settlements on behalf of DirecTV satellite technicians who were denied overtime and minimum wages in a California state court class action, more than 50 federal mass actions, and a collective arbitration.
- Obtaining a \$27.5 million settlement for a class of loan originators who were misclassified as exempt and denied overtime.
- Obtaining a \$25 million settlement for a class of mortgage consultants for unpaid overtime as lead counsel in multidistrict litigation.
- Obtaining a \$24 million settlement to resolve a collective arbitration and more than 50 federal mass actions involving misclassified satellite technicians denied overtime and minimum wages.
- Obtaining a \$14.5 million settlement for a class of inventory associates for unpaid overtime.
- Obtaining a \$12.5 million settlement for multiple classes and collective of pizza delivery drivers alleging vehicle expenses reduced their wages below the minimum wage.
- Obtaining a \$12.5 million settlement for classes of workers at two MGM casinos for tip credit violations.
- Obtaining a \$10.5 million settlement for a class of bank employees for misclassification as being exempt from overtime.
- Obtaining a \$9.8 million settlement for collectives of workers at three Rush Street Gaming casinos for tip credit and wage deduction violations.
- Obtaining an \$8.5 million settlement for a collective of employees in the hospitality industry for unpaid minimum wages.
- Obtaining a \$7.7 million settlement for a class of loan account servicers misclassified as exempt and denied overtime.
- Obtaining a \$7.5 million settlement for class of loan processors in multidistrict litigation.
- Obtaining \$6 million settlement for a class of workers at Wind Creek Casino for tip credit and wage deduction violations.
- Obtaining a \$5.5 million settlement for a class of workers at Rivers Casino Schenectady for tip credit and overtime violations.
- Obtaining dozens of settlements between \$1 million and \$5 million for classes and collectives seeking unpaid overtime and minimum wages.

AWARDS AND RECOGNITION

We are proud to have been recognized by local, regional and national publications for our work and results. Among our earned rankings:

Law360

Titan of the Plaintiffs Bar:

- Norman Siegel, 2020

Practice Group of the Year:

- Cybersecurity & Privacy, 2019 and 2023
- Food & Beverage, 2018

MVP of the Year:

- Patrick Stueve, 2018 Food & Beverage
- Norman Siegel, 2019 Cybersecurity & Privacy and 2023 Class Action

Rising Star:

- Alexander Ricke, 2022 Employment
- Lindsay Todd Perkins, 2020 Cybersecurity & Privacy
- Austin Moore, 2019 Cybersecurity & Privacy

The National Law Journal

Elite Trial Lawyers:

- 2019 Business Torts, Employment Rights, Financial Products, and Privacy/Data Breach Finalists
- Austin Moore, 2023 Rising Star of the Plaintiffs Bar

Top 100 Jury Verdicts of 2017, No. 10 Verdict in the U.S.

Best Lawyers

Lawyers of the Year (Kansas City-Mo):

- Patrick Stueve 2016 and 2024 Antitrust Law; 2022 and 2024 Litigation- Antitrust; and 2017, 2019 and 2021 Bet-the-Company Litigation
- Steve Six, 2022 and 2024 Appellate
- George Hanson, 2022 Employment
- Norman Siegel, 2020 Mass Tort Litigation/Class Actions

Best Law Firms 2024 Edition:

- Recognized nationally for Mass Tort Litigation/Class Actions
- Tier 1 for Antitrust Law, Appellate Law, Appellate Practice, Bet-the-Company Litigation, Commercial Litigation, and Employment Law in Kansas City, Mo.

Chambers and Partners

USA Guide 2023: Litigation: Mainly Plaintiffs in Missouri

- Firm, Band 1
- Norman Siegel, Band 1
- Patrick Stueve, Band 1

Missouri Lawyers Media

The POWER List:

- Lindsay Todd Perkins, 2025 Appellate
- Bradley Wilders, 2025 Appellate
- Patrick Stueve, 2024 Power 100; and Commercial and Consumer
- Norman Siegel, 2024 Power 100; and Commercial and Consumer
- George Hanson, 2024 Employment

Top 20 Law Firms:

- Missouri's Top 20 Law Firms 2024 for Largest Out of State Settlements

JUDICIAL PRAISE

"I've always been impressed with the professionalism and the quality of work that has been done in this case by both the plaintiffs and the defendants. On more than one occasion, it has made it difficult for the Court because the work has been so good."

Hon. Nanette Laughrey, U.S. District Court for the Western District of Missouri
Nobles, et al., v. State Farm Mutual Automobile Insurance Co.

"The complex and difficult nature of this litigation, which spanned across multiple jurisdictions and which involved multiple types of plaintiffs and claims, required a great deal of skill from plaintiffs' counsel, including because they were opposed by excellent attorneys retained by Syngenta. That high standard was met in this case, as the Court finds that the most prominent and productive plaintiffs' counsel in this litigation were very experienced had very good reputations, were excellent attorneys, and performed excellent work. In appointing lead counsel, the various courts made sure that plaintiffs would have the very best representation... In this Court's view, the work performed by plaintiffs' counsel was consistently excellent, as evidenced at least in part by plaintiffs' significant victories with respect to dispositive motion practice, class certification, and trial."

Hon. John Lungstrum, U.S. District Court for the District of Kansas
In Re: Syngenta AG MIR 162 Corn Litigation

"The most compelling evidence of the qualifications and dedication of proposed class counsel is their work in this case. Considering how far this action has come despite a grant of summary judgment in Defendant's favor and a reversal on appeal, proposed class counsel have made a strong showing of their commitment to helping the class vigorously prosecute this case."

Hon. Andrew J. Guilford, U.S. District Court for the Central District of California
Reyes v. Experian

"I believe this was an extremely difficult case. I also believe that it was an extremely hard fought case, but I don't mean hard fought in any negative sense. I think that counsel for both sides of the case did an excellent job... I congratulate the plaintiffs and I also congratulate the defense lawyers on the very, very fine job that both sides did in a case that did indeed pose novel and difficult issues."

Hon. Audrey G. Fleissig, U.S. District Court for the Eastern District of Missouri
William Perrin, et al., v. Papa John's International, Inc.

"The experience, reputation and ability of class counsel is outstanding."

Hon. Michael Manners, Circuit Court of Jackson County, Missouri
Berry v. Volkswagen Grp. of Am., Inc.

"It appears that plaintiffs' counsel's experience in wage-hour class actions has unmatched depth."

Hon. J. Thomas Marten, U.S. District Court for the District of Kansas
Garcia v. Tyson Foods, Inc.

PATRICK J. STUEVE

PARTNER



T 816.714.7110
stueve@stuevesiegel.com


Recognized as a *National Law Journal* "Elite Boutique Trailblazer" for his extraordinary success in contingency fee business litigation, Patrick Stueve has prosecuted claims in federal and state courts nationwide against some of the largest companies in the world, including Syngenta, Merck, Formula 1 Racing, ITW, Citigroup, UnitedHealthcare and AIG.

He has secured more than \$3 billion in jury verdicts, arbitration awards and settlements – often in high-stakes cases. Patrick focuses his practice on three primary areas:

"Bet-the-Company" Commercial Litigation. Patrick represents entrepreneurs, privately held companies and publicly traded Fortune 500 corporations. Two recent examples show his ability to deliver hard-fought results for both large and small clients:

- Patrick successfully represented a group of Seaboard Corp. entities against Grindrod Limited, the largest logistics and shipping company in South Africa. Seaboard alleged that one of its former officers and directors attempted to raid it of key employees and force the transfer of its highly profitable overseas trading and shipping business for a below-market price; it sought more than \$100 million in actual and punitive damages. Six weeks before trial, Grindrod settled with Seaboard.
- In a series of trademark and licensing cases on behalf of the small, family-run software company Overlap, Inc., Patrick secured more than \$9 million in total recovery –including a \$7.2 million jury verdict – after its software was installed on firm networks and made available to thousands of brokers without permission or payment.

Antitrust. Patrick works for companies that have been subject to unfair or illegal business tactics. In one representative case, he settled a landmark Sherman Act I antitrust lawsuit brought against the largest managed care organizations and hospital systems in Kansas City. Patrick's client, Heartland Spine & Specialty Hospital, claimed the defendants conspired to prevent it from obtaining in-network provider contracts and tortuously interfered with its ability to obtain provider contracts. The case – which was featured on the cover of *Modern Healthcare* twice – ultimately settled after the court denied summary judgment and permitted Heartland to seek antitrust damages of more than \$140 million.



Food and Agriculture. Named one of Law360's "MVPs of the Year" for Food & Beverage, Patrick served as co-lead and class counsel for a landmark case against agribusiness giant Syngenta on behalf of corn growers, grain-handling facilities and ethanol plants nationwide. In the first of several scheduled statewide class cases Patrick as co-lead counsel secured a full damage \$217.7 million jury verdict for Kansas corn farmers that then resulted in a \$1.51 billion nationwide settlement. This settlement is believed to be the largest agricultural settlement in U.S. history – resolving thousands of cases nationwide against Syngenta related to its marketing and launch of genetically modified corn seed. Pat also has handled matters including corn and rice farming, commercial fishing, and various other commodities.

Patrick has been recognized by his peers as one of the top commercial trial lawyers in the nation. He is one of only a select few trial lawyers to become a Fellow of both the International Academy of Trial Lawyers and the American College of Trial Lawyers. The IATL is recognized as the most prestigious organization of trial lawyers in the world; membership is by invitation only and is strictly limited to 500 active trial lawyers in the United States. Fellowship in the ACTL is extended by invitation only to experienced trial lawyers who have mastered the art of advocacy and whose professional careers have been marked by the highest standards of ethical conduct, professionalism, civility, and collegiality.

He has been named a *Best Lawyers in America* "Lawyer of the Year" for antitrust and bet-the-company litigation several times. He is ranked Band 1 by *Chambers USA* for Litigation and has been listed among "The Most Powerful Business Leaders in Greater Kansas City" by *Ingram's*.

Patrick began his legal career as a federal district court clerk for Judge John W. Oliver in the U.S. District Court for the Western District of Missouri. He then joined the trial department of the former Stinson, Mag & Fizzell, where he became an equity partner four years later. He left to start Berkowitz, Feldmiller, Stanton, Brandt, Williams & Stueve, a firm he helped to grow to more than 30 lawyers before he departed to launch Stueve Siegel Hanson in 2001.

Born in Prairie Village, Kansas, Patrick was the sixth of nine children. He attended Bishop Miege High School and Benedictine College and served as captain of the football team at both institutions. A retired running back, he credits his experience in football with teaching him how to organize teams around individual strengths – a skill he applies as both a first-chair trial attorney and a founding partner of the firm.

BRADLEY T. WILDERS

PARTNER



T 816.714.7126
wilders@stuevesiegel.com


Bradley Wilders represents small and large clients in complex commercial litigation, including patent, copyright, antitrust and fraud cases.

Brad is not afraid to take a case to trial if that is what it takes to secure a fair resolution for his clients. In one recent engagement, Brad was a critical part of the team that achieved a \$217.7 million judgment on behalf of Kansas farmers against an international corn seed manufacturer. After the trial, the case settled for all U.S. farmers for \$1.51 billion, which is the largest agricultural settlement in U.S. history. The litigation stemmed from allegations that the seed manufacturer introduced genetically modified corn seed into the U.S. corn supply before it was approved for import into China; as a result, China stopped buying corn from U.S. farmers, causing lower corn prices and other economic losses. In approving the settlement, the federal district judge described the work undertaken by Brad and other lawyers on the team as "complex and difficult" and that the work they performed was "consistently excellent, as evidenced at least in part by plaintiffs' significant victories with respect to dispositive motion practice, class certification, and trial." Brad a significant role on all three of these issues. His arguments raised critical issues about the biotech industry and its duty to act reasonably when launching new products, resulting in favorable orders that will protect U.S. farmers in the future.

Brad especially enjoys representing small businesses and individuals; in his most personally rewarding case, he represented the long-time photographer for the Kansas Chiefs whose work was used without permission at Arrowhead Stadium. Brad negotiated a satisfactory resolution to all parties.

Prior to joining Stueve Siegel Hanson, Brad clerked for Judge John R. Gibson of the U.S. Court of Appeals for the Eighth Circuit, where he was given the rare opportunity to work on cases in five of the 11 federal appellate courts. He draws upon this experience in his current practice, where he has handled multiple successful appellate cases.

Brad then served as an associate at an Am Law 100 international firm in Chicago, where he defended one of the world's largest computer companies against multiple accusations of patent infringement.



Named among the Missouri/Kansas “Super Lawyers,” Brad has served as a special master in federal litigation, overseeing discovery disputes and settlement matters in a complex class-action case.

Brad is also active in the local bar. He was elected Treasurer/Secretary of the Federal Practice Committee of the Kansas City Metropolitan Bar Association, and he was appointed by the court to the District of Kansas’ Bench-Bar Committee for a three-year term beginning in 2020.

LINDSAY TODD PERKINS

PARTNER



T 816.714.7143
perkins@stuevesiegel.com


Lindsay Todd Perkins focuses her practice on legal writing and oral advocacy. Recognized as a 2020 “Rising Star” by *Law360*, an “Up and Coming” attorney by *Missouri Lawyers Media* and named a Missouri & Kansas “Super Lawyer” since 2022, Lindsay develops strategies and arguments for briefings to the court; interprets laws, rulings and regulations; drafts complaints, memoranda, and appellate briefs; and argues appeals before federal and state appellate courts and case dispositive motions before trial courts.

In one recent matter, Lindsay served on the trial team in *Karr v. Kansas City Life Insurance Co.*, a class-action lawsuit in the 16th Circuit Court of Jackson County, Missouri that alleged the insurance company overcharged its policyholders for the cost of insurance for decades. The case resulted in a \$28.36 million jury verdict after just two hours of jury deliberations. Lindsay prepared the post-trial and appellate briefing and argued the appeal before the Missouri Court of Appeals, which affirmed the jury verdict and awarded prejudgment interest, bringing the total judgment to over \$48 million for the class of approximately 8,000 policyholders.

Lindsay was also on the trial team in another recent matter in Missouri state court, *Sheldon v. Kansas City Life Insurance Co.*, where she represented over 500 policyholders to obtain a jury verdict for the full amount requested, over \$4 million, for Kansas City Life’s cost of insurance overcharges.

In another case, *Vogt v. State Farm Life Insurance Co.*, Lindsay represented a class of State Farm Life Insurance policyholders in the U.S. District Court for the Western District of Missouri alleging the insurance company overcharged its policyholders for the cost of insurance for over 20 years. The case resulted in a verdict of over \$34 million. Lindsay prepared the post-trial and appellate briefing, and the Eighth Circuit Court of Appeals affirmed the judgment and awarded prejudgment interest of over \$5 million.

Lindsay has also successfully briefed and argued motions for class certification and summary judgment, many times ultimately leading to substantial settlements in class actions alleging cost of insurance overcharges, including nationwide settlements in cases against State Farm Life Insurance Company, USAA Life Insurance Company, John Hancock Life Insurance Company, and The Lincoln National Life Insurance Company.



Lindsay also focuses a significant portion of her practice on data and privacy litigation, taking a lead role in preparing the pleadings and briefing in cases against Capital One, Marriott, and the National Board of Examiners in Optometry, among others. In the case against Capital One, Lindsay was the lead presenter at a multi-hour hearing on the parties' summary judgment motions. The case ultimately settled for \$190 million.

Lindsay honed her legal writing and analysis during two clerkships after law school; she served as a law clerk for Judge Duane Benton of the U.S. Court of Appeals for the Eighth Circuit and Judge Ortrie Smith of the U.S. District Court for the Western District of Missouri. She credits this experience with building her understanding of the inner-workings of the court and the most persuasive arguments.

Prior to joining Stueve Siegel Hanson, she practiced commercial and employment litigation at Spencer Fane LLP.

Lindsay is a former president of the Lawyers Association of Kansas City. When she isn't working, Lindsay is spending time with her husband and three children and coaching their soccer teams.

ETHAN M. LANGE

PARTNER



T 816.714.7174
lange@stuevesiegel.com

Ethan Lange represents individuals and businesses in a wide variety of high-stakes cases, including business disputes, nationwide class actions, multidistrict litigation, antitrust lawsuits, patent infringement matters, personal injury cases, civil rights cases and will contests. He has served clients from all walks of life, ranging from Fortune 500 companies to prisoners; regardless of the size of the case or the means of his clients, Ethan works tirelessly to secure the most favorable outcome possible.


Ethan's practice is concentrated in litigation, arbitration and other trial work that includes first-chair federal and state jury trial experience. In addition to his trial exposure, he has handled numerous hearings, depositions, mediations and motions.

In one recent matter, *Sheldon v. Kansas City Life Insurance Co.*, Ethan represented over 500 Missouri policyholders. The policyholders claimed that Kansas City Life Insurance Company overcharged them for their life insurance. The jury returned a verdict for the full amount requested, over \$4 million in favor of Ethan's clients.

In another recent matter, Ethan tried a case against Kansas City Life Insurance Company in the 16th Circuit Court of Jackson County, Missouri. The case, *Karr v. Kansas City Life Insurance Co.*, was a class-action where Ethan represented over 8,000 Missouri policyholders who overpaid for their life insurance. The jury returned a verdict of \$28.36 million in favor of Ethan's clients, which was the full amount requested. The Missouri Court of Appeals affirmed the jury verdict and awarded prejudgment interest bringing the total judgment to over \$48 million.

In another case, Ethan represented a class of State Farm Life Insurance policyholders. That case, *Vogt v. State Farm Life Insurance Co.*, was a class-action lawsuit in the U.S. District Court for the Western District of Missouri that alleged the insurance company overcharged its policyholders for 23 years. The case resulted in a verdict of over \$34 million after just two hours of jury deliberations. The verdict was affirmed on appeal, where the Eighth Circuit's award of prejudgment interest brought the total to nearly \$40 million.

Outside of jury trials, Ethan has successfully briefed numerous motions for summary judgment, motions to dismiss, and motions for class certification, which have often led to substantial settlements for clients.



Ethan earned his J.D., magna cum laude, from Baylor Law School graduating in the Top 5 in his class, where he was the Editor-in-Chief of the Baylor Law Review. He was the Number One Speaker in the Dawson & Sodd Moot Court Tournament and was selected for membership in the Order of the Barristers.

Ethan began his legal career in the Dallas office of a national trial boutique, Diamond McCarthy, where he was introduced to high-stakes complex litigation.

He then served as a law clerk for Judge Ed Kinkeade of the U.S. District Court for the Northern District of Texas. During his clerkship, Ethan was involved in hundreds of different lawsuits, including civil and criminal trials. He credits this trial exposure with affirming his desire to pursue justice for his clients in the courtroom.

Following his clerkship, Ethan practiced at the firm now known as Troutman Pepper Locke, one of the largest law firms in the country, where he represented clients in jury and bench trials in federal and state courts, as well as arbitration and mediation proceedings.

He joined Stueve Siegel Hanson in 2015. Ethan quickly became an integral part of the team and hasn't stopped racing across the country to depose witnesses, appear before courts, try cases, mediate disputes, and speak about his expertise.

Ethan is the former president and a current board member of the Federal Bar Association Chapter for the Districts of Kansas and Western Missouri. Ethan is serving a two-year term as a council member on the FBA's Sections and Divisions Council. Ethan is currently the president and board member of the Lawyers Association of Kansas City. Ethan participated in the Centurions leadership program sponsored by the Greater Kansas City Chamber of Commerce.

When he isn't practicing law, Ethan devotes his time to his family, coaching four of his children's basketball teams. Ethan and his wife also serve as foster parents. Ethan volunteers in the premarital and children's ministries at his local church. Ethan is also pursuing his passion for Kansas City's homeless population.

DAVID A. HICKEY

SENIOR COUNSEL



T 816.714.7187
hickey@stuevesiegel.com

An engineer by training, David Hickey advises individuals and companies in high-stakes litigation requiring in-depth technical and factual analysis. David leverages his knowledge of financial, scientific, and actuarial practices to develop winning legal strategies. He prides himself on learning every intricacy in each of his cases.

David has successfully litigated complex cases in both state and federal courts around the nation, advocating for clients in areas including:

Antitrust. David helps businesses that have suffered losses from price fixing, monopolization, conspiracy to restrain trade, and more. He represented one of the largest grocery wholesalers in an antitrust matter against the country's largest potato sellers, who were alleged to have fixed the price of fresh and processed potatoes nationwide; he previously represented the same client in an antitrust dispute surrounding a conspiracy to increase the price of eggs under the guise of animal welfare. Stueve Siegel Hanson achieved favorable settlements in both lawsuits.

Cost of Insurance. David works on behalf of consumers who are being improperly overcharged for life insurance policies; he is a part of the Stueve Siegel Hanson team that pursues class action litigation against life insurance companies for unauthorized hidden fees and rate increases. The team's recent accomplishments include a \$59.75 million settlement in a class action lawsuit against John Hancock and a \$34.3 million jury verdict in a class action lawsuit against State Farm.

Before joining Stueve Siegel Hanson in 2010, David worked as a summer clerk for Judge David Waxse at the U.S. District Court for the District of Kansas and practiced at another Kansas City law firm.

He volunteers with Legal Aid of Western Missouri's Volunteer Attorney Project, where he represents low-income individuals in civil matters. David is an avid Kansas City sports fan and runs in a wide variety of local road races.



STUEVE SIEGEL HANSON

460 Nichols Road, Suite 200
Kansas City, Missouri 64112
stuevesiegel.com
816.714.7100



EXHIBIT B

**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,

v.

KANSAS CITY LIFE INSURANCE
COMPANY,

Defendant.

Case No. 4:19-CV-472-BP

**DECLARATION OF JOHN J. SCHIRGER IN SUPPORT OF CLASS COUNSEL’S
RENEWED MOTION FOR ATTORNEYS’ FEES, EXPENSES, AND SERVICE AWARD**

I, John J. Schirger, hereby declare as follows:

1. This declaration is based on my personal knowledge and submitted in support of Class Counsel’s Motion for Attorneys’ Fees, Expenses, and Service Award.

2. I am an attorney licensed to practice law and in good standing in the states of Missouri and Nebraska (inactive) and am one of the founding partners in Schirger Feierabend LLC, located at 4520 Main Street, Suite 1570, Kansas City, Missouri 64111 (“Schirger Feierabend”), and currently serve as managing partner of the firm. Schirger Feierabend¹ is a civil litigation firm with substantial nationwide experience in complex business and commercial litigation, and multi-party actions, including class actions. A true and accurate copy of my firm’s resume is attached hereto as Exhibit 1.

¹ Class Counsel John Schirger and Joseph Feierabend previously practiced under the firm name Miller Schirger, LLC, and now practice as Schirger Feierabend LLC. Therefore, herein when I discuss our experience prior to 2024 on cases involving “cost of insurance” litigation, that experience was with Miller Schirger until its voluntary dissolution at year-end 2023.

3. Along with co-counsel Stueve Siegel Hanson LLP (“Stueve Siegel”), I have served as counsel for Plaintiff Christopher Y. Meek and the certified class since the inception of this case against defendant, Kansas City Life Insurance Company (“Kansas City Life”).

4. The services performed in this case by attorneys at Schirger Feierabend and Stueve Siegel and the procedural history of this case are accurately described in the Declaration of Brad Wilders submitted in support of the Motion, all of which I have reviewed and incorporate as though fully set forth herein by reference in the interest of brevity.

5. The Schirger Feierabend attorneys primarily responsible for rendering services in this case have more than 60 years of combined legal experience in complex business and commercial litigation, including multi-party and class action litigation, as more fully described below.

6. **John J. Schirger**

I obtained a B.A. from the University of Notre Dame in 1988, and a J.D. from Creighton University School of Law in 1992. I am currently admitted and licensed to practice in the states of Missouri and Nebraska (inactive), as well as before numerous federal district and appellate courts and the Supreme Court of the United States.

I began my legal career at McGrath, North, Mullin & Kratz, PC LLO, a large regional law firm located in Omaha, Nebraska, where I was elected partner after four years of practice. After 12 years of private practice, I spent approximately three years as in-house counsel in the insurance industry, including approximately two years as a senior legal officer for a Fortune 500 life and health insurance company. I returned to private practice in 2008, when I became a founding and named partner in Miller Schirger. I founded Schirger Feierabend LLC with co-counsel in this case, Joseph M. Feierabend, in 2024. I have been recognized by Best Lawyers – Commercial Litigation, Insurance Litigation, and Mass Torts/Class Actions, named a “Top 100 Missouri & Kansas Super

Lawyer” by Missouri and Kansas Super Lawyers, “Best of the Bar” by the Kansas City Business Journal, a member of the “Power 30 – Commercial and Consumer Litigation” by Missouri Lawyers Media, and have been “AV” rated by Martindale-Hubbell for over 27 years.

Throughout my career, I have represented clients ranging from individuals to Fortune 500 companies in various complex business and commercial matters, including class actions and other multi-party actions, in state and federal courts across the United States. In addition, my 33 years of experience includes representing clients, both individuals and insurers, in a wide variety of litigation and regulatory matters within the insurance area in both the life/health and property/casualty industries. My substantial insurance experience includes:

- Drafting and revising the following types of insurance policies: term life; whole life; universal life; variable universal life; disability; long-term-care; and Medicare supplement.
- Negotiating with state insurance regulators regarding issues related to, among others, policy approval, agency issues, and financial capital and reserve requirements.
- Representing and advising plaintiffs and defendants in a wide variety of litigation matters including class actions.
- Analyzing and advising clients on: cost of insurance charges; general policy charges; underwriting; policy guarantees; and policy pricing with respect to universal life and/or variable universal life policies.
- Analyzing and advising clients on various premium financing issues, and third-party owned life insurance arrangements.
- Representing plaintiffs in cost of insurance class actions brought in a number of state and federal courts throughout the United States.

7. Matthew W. Lytle.

Matt obtained a B.A. from Creighton University in 1996, and a J.D. from Creighton University School of Law (magna cum laude) in 2004. He is currently admitted and licensed to practice in the states of Missouri and Nebraska (inactive), as well as before numerous federal district and appellate courts.

Matt began his legal career at McGrath, North, Mullin & Kratz, PC LLO, a large regional law firm located in Omaha, Nebraska. Matt then spent approximately three years practicing at Shughart Thompson & Kilroy and Bryan Cave LLP, large national and international law firms in Kansas City, Missouri. In 2009, Matt left Bryan Cave LLP to join Miller Schirger, and was named a partner in the firm in 2013.²

Throughout his career, Matt has represented clients ranging from individuals to Fortune 500 companies in various complex business and commercial matters, including class actions and other multi-party actions, in state and federal courts across the United States. Matt has significant experience representing plaintiffs in class action lawsuits brought in a number of state and federal courts throughout the United States.

Matt has been named a “Super Lawyer” by Missouri and Kansas Super Lawyers and was also named to the 2012 BTI Client Service All-Stars, a select group of only 272 lawyers nationwide chosen solely on unprompted, unequivocal recommendations by corporate counsel for their understanding of business issues, innovative approaches to legal services, and commitment to client needs.

8. Joseph M. Feierabend

Joe obtained his B.B.A. from the University of Notre Dame in 2005, with a major in accounting, and his J.D. from the University of Missouri School of Law in 2008. He is currently

² Effective Oct. 13, 2023, Mr. Lytle moved his practice to another firm in Kansas City, Missouri.

admitted and licensed to practice in the State of Missouri, as well as before the United States District Courts for the Western District of Missouri, the District of Colorado, and the District of Kansas.

In 2010, Joe joined Miller Schirger as an associate and was named a partner in the firm in 2018. He co-founded Schirger Feierabend with co-counsel, John Schirger, in 2024. Joe focuses his practice in the areas of insurance, business, banking and securities litigation, and his experience includes complex business and commercial matters and disputes involving insurance coverage and bad faith claims. Joe has significant experience representing plaintiffs in cost of insurance class actions brought in state and federal courts throughout the United States. Joe has been selected as a “Rising Star” by Super Lawyers and was a recipient of the Up & Coming Award by Missouri Lawyers Media in 2023.

9. In the last 12 years, the Schirger Feierabend attorneys primarily responsible for rendering services in this case have devoted the majority of their time and practice to prosecuting and litigating class claims involving cost of insurance overcharges like those here. Together with Stueve Siegel Hanson, the attorneys at Schirger Feierabend have secured a settlement on behalf of more than 77,000 life insurance policyholders against The Lincoln National Life Insurance Company that provided additional death benefits to the class valued at \$2.25 billion, and a market value of approximately \$171.8 million (*Bezich v. The Lincoln National Life Insurance Co.*, Case No. 02C01-0906-PL-73 (Allen Co., IN)). Together with Stueve Siegel and Girard Sharp, the attorneys at Schirger Feierabend have also secured a cash settlement on behalf of approximately 90,000 life insurance policyholders against John Hancock Life Insurance Company in the amount of nearly \$60 million (*Larson v. John Hancock Life Insurance Co.*, Case No. RG16 813803 (Alameda Co., CA)).

In September 2020, counsel at Schirger Feierabend and Stueve Siegel, with other co-counsel, obtained certification of a nationwide class of life insurance policy owners asserting claims for COI overcharges on their policies in *Spegele v. USAA Life Ins. Co.*, No. 5:17-CV-967-OLD (W.D. Tex. Sept. 23, 2020). Thereafter, counsel at Schirger Feierabend, along with co-counsel, secured a \$90 million settlement on behalf of a settlement class of approximately 110,000 policyholders. *Id.* at Doc. 116 (Aug. 26, 2021) (Order and Final Judgment Granting Final Approval of Class Action Settlement). Counsel at Schirger Feierabend, along with co-counsel Stueve Siegel, also secured a \$325,000,000 settlement on behalf of a settlement class of approximately 760,000 owners of universal life insurance policies in *Rogowski v. State Farm Life Ins. Co.*, 4:22-cv-00203-RK, Doc. 66 (W.D. Mo. Apr. 21, 2023). Schirger Feierabend, along with co-counsel Stueve Siegel, also secured a \$65,000,000 settlement on behalf of a settlement class of approximately 450,000 owners of universal life insurance policies in *Niewinski v. State Farm Life Ins. Co.*, No. 23-04159-CV-C-BP, Doc. 36 (W.D. Mo. Apr. 1, 2024). A few weeks ago, a court preliminarily approved a \$32.5 million settlement secured by Schirger Feierabend, along with co-counsel Stueve Siegel, on behalf of approximately 43,000 Symetra Life Insurance Company policyholders in *Davis v. Symetra Life Ins. Co.*, No. 2:21-cv-00533-KKE (W.D. Wash. Feb. 4, 2025), Doc. 139.

In June 2018, counsel at Schirger Feierabend and Stueve Siegel successfully tried a class action case against State Farm Life Insurance Company (“State Farm Life”) involving cost of insurance overcharge claims like those asserted against Kansas City Life here. That trial resulted in a jury verdict of more than \$34 million for a certified class of more than 24,000 owners of Missouri life insurance policies issued by State Farm Life. *See Vogt v. State Farm Life Ins. Co.*, No. 2:16-CV-04170-NKL at Docs. 358 & 360 (W.D. Mo. June 6, 2018). The verdict was affirmed on appeal to the Eighth Circuit Court of Appeals (*see Vogt v. State Farm Life Ins. Co.*, 963 F.3d 753 (8th Cir. 2020)), after which State Farm Life’s petition for writ of certiorari seeking to

challenge class certification was denied by the United States Supreme Court. *See State Farm Life Insurance Co. v. Vogt*, cert. denied sub nom., No. 20-1008, 2021 WL 1521013 (U.S. Apr. 19, 2021).

In addition, beyond this case, in which we secured a class action jury verdict in favor of the Class and defended the judgment on appeal, in December 2022, we, along with co-counsel Stueve Siegel, secured a class action jury verdict in favor of approximately 8,000 Missouri owners of the same policy forms at issue in this case in Jackson County, Missouri Circuit Court for \$28.36 million (*Karr v. Kansas City Life Ins. Co.*, No. 1916-CV26645). In September 2024, the Missouri Court of Appeals, Western District, affirmed that judgment and remanded for an award of prejudgment interest on the class's cross-appeal. *Karr v. Kansas City Life Ins. Co.*, 702 S.W.3d 1 (Mo. Ct. App. 2024), *reh'g and/or transfer denied* (Oct. 29, 2024), *transfer denied* (Dec. 23, 2024). In September 2023, we, along with Stueve Siegel, secured a class action jury verdict in favor of approximately 535 Missouri owners of KCL variable universal life insurance policies in Jackson County, Missouri Circuit Court for \$4.1 million (*Sheldon v. Kansas City Life Ins. Co.*, No. 1916-CV26689).³

Counsel at Schirger Feierabend, along with co-counsel, was appointed class counsel in each of the cases identified above. Schirger Feierabend and Stueve Siegel are also currently prosecuting other, similar cases against Lincoln National Life Insurance Company, Connecticut General Life Insurance Company, Columbus Life Insurance Company, and additional cases against Kansas City Life.

10. Schirger Feierabend and Stueve Siegel's substantial experience prosecuting and litigating class actions involving alleged cost of insurance overcharges provided a significant

³ Class Counsel track our time spent on each Kansas City Life matter separately.

knowledge and experience base from which Class Counsel was able to evaluate the merits of the claims against Kansas City Life.

11. Counsel at Schirger Feierabend took this case on a contingency basis. Likewise, the Schirger Feierabend attorneys primarily responsible for rendering services in this case devote the vast majority of their practice to complex litigation, primarily representing plaintiffs in state and federal courts across the country on a contingency basis. Because it is in a position to advance substantial litigation costs, including expert witness fees, Schirger Feierabend is capable of taking on large scale and high stakes cases, and prosecuting complex and protracted class litigation on a fully contingent basis, such that we advance all expenses and time with no guarantee of recovery absent judgment or settlement. We do so with the hope that we will recover as much, or more, than we would in a traditional hourly billable practice.

12. I routinely consult with other lawyers as well as published data (including surveys and reported judicial decisions) to determine fee arrangements by attorneys of comparable experience and skill in Missouri and nationally. Based on this data and my own experience, I have knowledge of practices in Missouri and nationally regarding contingent and non-contingent fees in both class action and non-class action cases.

13. In non-class action cases, a typical contingent-fee contract provides that the attorney representing a plaintiff receives anywhere from 25–50% of the plaintiffs' recovery, exclusive of costs, depending upon a number of factors. In individual complex cases, my contractual fees have been up to 45% of the total recovery achieved for individual clients. The same general range has been utilized by courts in awarding attorney fees in class actions – attorneys typically are awarded anywhere from 25–40% of the amount of the common fund or value of the benefit created by the settlement or judgment.

14. Based on my personal involvement in prosecuting this case since its inception, and my review of the billing and expense records maintained by the firm, I have personal knowledge of the services rendered by counsel at Schirger Feierabend, the time spent in rendering those services, and the costs and expenses incurred during the course of this litigation. From this case's inception, counsel at Schirger Feierabend utilized its standard billing practices to track and maintain contemporaneous time records, in six-minute increments, for all timekeepers providing services during the course of this litigation. As would be expected of a class action that went to trial and through appeal, Schirger Feierabend has expended substantial time, effort, and expense litigating this case, all of which was necessary to address the novel and complex issues presented by this action and Kansas City Life's defense and is of the kind and character that Schirger Feierabend would normally bill to paying clients, as well as time that Schirger Feierabend would normally track and seek to be paid for at the conclusion of successful contingency litigation.

15. At various points throughout this litigation the services provided were intense and dominated the practice of counsel at Schirger Feierabend to the exclusion of other matters. This time commitment, together with the anticipated time and resources (including expenses, and attorney, staff, and expert time) to prosecute and litigate this case through trial and appeal, resulted in the need for counsel at Schirger Feierabend to decline other business during the pendency of this action.

16. Class Counsel has previously sought and been awarded 30 to 33% of the fund as fees in other common fund cost of insurance cases like the case against Kansas City Life here. For instance, in May 2018, the Superior Court of Alameda County, California, approved a fee award of 30% of a \$59.75 million class action settlement fund to counsel at Schirger Feierabend, Stueve Siegel, and Girard Sharp. *See Larson v. John Hancock Life Ins. Co. (U.S.A.)*, Case No. RG16813803 (Sup. Ct. Alameda Cty. Cal. May 8, 2018). Similarly, in *Vogt v. State Farm Life*

Insurance Company, the court awarded counsel at Schirger Feierabend and Stueve Siegel fees totaling 33% of the common fund they obtained as class counsel through a judgment following trial that was affirmed on appeal. *See Vogt v. State Farm Life Ins. Co.*, No. 2:16-CV-04170-NKL at Doc. 458 (W.D. Mo. Jan. 25, 2021). Likewise, in *Rogowski v. State Farm Life Insurance Co.*, the court awarded counsel at Schirger Feierabend and Stueve Siegel fees totaling 33% of the common fund they obtained as class counsel following a nationwide settlement. *See* 4:22-cv-00203-RK, Doc. 66 (W.D. Mo. Apr. 21, 2023). And in *Niewinski v. State Farm Life Insurance Co.*, this Court awarded Schirger Feierabend and Stueve Siegel fees totaling 33% of the common fund they obtained as class counsel following an additional nationwide settlement with State Farm Life. *See* No. 23-04159-CV-C-BP, Doc. 36 (W.D. Mo. Apr. 1, 2024).

In 2023, in another case against Kansas City Life brought on behalf of Missouri owners of the same policy forms in this case, the Circuit Court of Jackson County, Missouri approved an attorneys' fee award of one-third of a common fund of over \$48 million, including the jury's damages award of \$28.36 million with pre- and post-judgment interest. *Karr v. Kansas City Life Ins. Co.*, No. 1916-CV26645 (Mo. Cir. Ct. Aug. 24, 2023); *see also id.* at Amended Judgment (Feb. 10, 2025). In 2024, in another case against Kansas City Life brought on behalf of Missouri owners of a Kansas City Life variable universal life insurance policy, the Circuit Court of Jackson County, Missouri approved an attorneys' fee award of one third of a common fund, including the jury's damages award of \$4.1 million with pre- and post-judgment interest. *See Sheldon v. Kansas City Life Ins. Co.*, No. 1916-CV26689 (Mo. Cir. Ct. Feb. 13, 2024); *see also id.* at Amended Judgment (Jan. 16, 2025).

17. In addition, counsel at Schirger Feierabend incurred costs and expenses in the normal course of this litigation totaling \$111,863.81 through February 19, 2025. The costs and expenses Schirger Feierabend incurred are itemized and accurately reflected in the table below.

Expense Summary Through February 19, 2025	
Expense Category	Amount
Expert Fees	\$79,329.11
Online Legal Research	\$8,969.10
Photocopy Charges	\$403.20
Transcription Fees	\$2,225.26
Travel Expenses	\$9,594.02
Hosting/Data Storage	\$11,343.12
TOTAL:	\$ 111,863.81

All of the costs and expenses reflected in the above table were reasonable and necessary out-of-pocket expenses that are normally passed on to the client and not absorbed as overhead. These expenses were reasonably necessary in order to successfully prosecute and litigate this case, and were incurred by Schirger Feierabend on an at-risk, contingent basis, with no guarantee of recovery. The expenses itemized above exclude all expenses included on Plaintiff's contemporaneously filed renewed bill of costs. At least half of these expenses were incurred for the prosecution of the action as a whole and none were directly or discernably incurred solely for the larger class.

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

Executed this 21st day of February, 2025, in Kansas City, Missouri.

/s/ John J. Schirger
John J. Schirger

EXHIBIT 1

Schirger | Feierabend_{LLC}

Complex cases. Outstanding results.

4520 Main Street
Suite 1570
Kansas City, MO 64111
816.561.6500
www.SFlawyers.com

OVERVIEW

Schirger Feierabend is a Kansas City, Missouri-based law firm focused on resolving complex disputes on behalf of businesses and individuals nationwide. Information regarding the firm, the scope of its practice, and its honors is available at www.SFlawyers.com. Below is a partial listing of our experience in plaintiff-side class actions. We have also obtained significant results in a wide range of lawsuits representing individual plaintiffs and defendants.

CLASS ACTIONS

- Appointed as class counsel to a certified class of Arizona life insurance policy owners in a class action against State Farm asserting claims for, among other things, breach of contract resulting in alleged life insurance policy overcharges, including “cost of insurance” overcharges. *McClure v. State Farm Life Ins. Co.*, Case No. CV-20-01389, (USDC, Arizona).
- Appointed as class counsel to a certified class of Minnesota life insurance policy owners in a class action against State Farm asserting claims for, among other things, breach of contract resulting in alleged life insurance policy overcharges, including “cost of insurance” overcharges. *Jaunich v. State Farm Life Ins. Co.*, Case No. 20-1567 (USDC, Minnesota).
- Appointed and currently serving as class counsel to a certified class of Missouri life insurance policy owners in a class action against Kansas City Life Insurance Company asserting claims for breach of contract resulting in alleged policy overcharges. At the conclusion of trial in September 2023, the jury returned a verdict for full damages in the amount of approximately \$4.1 million on behalf of a class of owners of more than 500 policies. *Sheldon v. Kansas City Life Ins. Co.*, Case No. 1916-CV26689 (16th Jud. Cir., Jackson Cty., Mo.).
- Appointed and currently serving as class counsel to a certified class of Kansas life insurance policy owners in a class action against Kansas City Life Insurance Company asserting claims for breach of contract resulting in alleged policy overcharges. At the conclusion of a three-day trial in May 2023, a federal jury in Missouri returned a partial verdict for a class of approximately 6,000 Kansas owners of universal life insurance products issued by Kansas City Life Insurance Company. *Meek v. Kansas City Life Ins. Co.*, Case No. 4:19-CV-472 (W.D. Mo.).
- Appointed and currently serving as class counsel to a certified class of Missouri life insurance policy owners in a class action against Kansas City Life Insurance Company asserting claims for breach of contract resulting in alleged policy overcharges. At the conclusion of a four-day trial in December 2022, a unanimous Jackson County, Missouri, jury awarded \$28.4 million—the full amount of damages sought on all three counts of breach of contract alleging Kansas City Life systematically overcharged a class of more than 8,000 Missouri owners of universal life insurance products issued by Kansas City Life Insurance Company over the past 30 years. *Karr v. Kansas City Life Ins. Co.*, Case No. 1916-CV26645 (16th Jud. Cir., Jackson Cty., Mo.).
- Appointed as class counsel to a certified class of California life insurance policy owners in a class action against State Farm asserting claims for, among other things, breach of contract

resulting in alleged life insurance policy overcharges, including “cost of insurance” overcharges. *Bally v. State Farm Life Ins. Co.*, 335 F.R.D. 288 (N.D. Cal. 2020).

- Appointed as class counsel to a certified class of Washington life insurance policy owners in a class action against State Farm asserting claims for, among other things, breach of contract resulting in alleged life insurance policy overcharges, including “cost of insurance” overcharges. *Whitman v. State Farm Life Ins. Co.*, 2021 WL4264271 (W.D. Wash. Sept. 20, 2021).
- After two hours of deliberations, on June 6, 2018, a federal jury in Missouri awarded \$34.3 million to State Farm policyholders in a class action trial. The class action was brought on behalf of approximately 24,000 current and former owners of universal life insurance policies issued in Missouri. Universal life insurance is a type of life insurance that includes an interest-bearing savings account from which the insurer deducts money each month to cover the cost of the life insurance. The jury found that State Farm systematically overcharged its policyholders for 23 years. *Vogt v. State Farm Life Insurance Co.*, No. 2:16-cv-04170-NKL, (W.D. Mo.). The case was affirmed on appeal. *Vogt v. State Farm Life Insurance Co.*, 963 F.3d 753 (8th Cir. 2020), *cert. denied*, No. 20-1008, 2021 WL 1521013 (U.S. Apr. 19, 2021).
- Secured \$65 million settlement on behalf of a nationwide class action lawsuit on behalf of owners of more than 450,000 universal life insurance policies asserting policy overcharges against State Farm. State Farm denied the allegations. *Niewinski v. State Farm Life Ins. Co.*, No. 2:23-cv-4159 (W.D. Mo.).
- Secured from State Farm a \$325 million cash settlement on behalf of owners of more than 760,000 universal life insurance policies nationwide. The settlement resulted from significant effort on the part of Schirger Feierabend and co-counsel at Stueve Siegel Hanson in litigating eleven class action cases against State Farm for more than six years in federal district courts in Arizona, California, Florida, Georgia, Minnesota, Missouri, New York, Oregon, Texas, and Washington in which the plaintiffs alleged that State Farm systematically overcharged them for decades. State Farm denied the allegations. *Rogowski v. State Farm Life Ins. Co.*, No. 4:22-cv-00203-RK (W.D. Mo.).
- Represented plaintiff class of Missouri counties with populations of 10,000 or more that have or had ET-Plus guardrail end terminals with 4-inch-wide feeder chutes installed on roadways they own and maintain in a case that settled for \$56 million. The lawsuit alleged product liability (negligence) (strict liability), and negligently supplying dangerous instrumentality for supplier’s business purposes. Defendants Trinity Industries Inc. and Trinity Highway Products LLC denied any wrongdoing. *Jackson County, Missouri v. Trinity Industries, Inc. and Trinity Highway Products, LLC*, No. 1516-CV23684 (Circuit Court of Jackson County, MO)
- Settled a nationwide class action lawsuit asserting policy overcharges and claims for breach of contract against USAA Life Insurance Co. The settlement was approved by a Texas federal court in August 2021 for the amount of \$90 million (less fees and expenses) in cash compensation to over 120,000 policyholders. *Spegele v. USAA Life Insurance Co.*, No. 5:17-CV-00967-OLG (W.D. Tex.).

- Settled a nationwide class action lawsuit against John Hancock Life Insurance Company (U.S.A.) over alleged life insurance policy overcharges. The settlement was approved by the court in May 2018 and provided that John Hancock pay \$59.75 million (less fees and expenses) in cash compensation to approximately 103,000 policyholders who own or owned a Flex V-II variable whole life insurance policy sold and administered by John Hancock over the last several decades. *Larson v. John Hancock Life Ins. Co.*, Case No. RG16 813803 (Superior Court of California, County of Alameda).
- Represented plaintiff class of policyholders in nationwide class action against The Lincoln National Life Insurance Company alleging life insurance policy overcharges including “cost of insurance” overcharges. Lincoln National agreed to settle the case by, among other things, issuing term life insurance certificates to a settlement class consisting of approximately 77,000 policy owners across 30 states. The term life insurance certificates have a total face amount of death benefits estimated at \$2.25 billion, with a market value of approximately \$171.8 million. *Bezych v. The Lincoln Nat. Life Ins. Co.*, No. 02C01-0906-PL-73 (Allen Co, IN).
- Represented plaintiff in alleged class action involving cost of insurance overcharges in life insurance policies. Case of first impression holding Class Action Fairness Act’s (CAFA) securities exception allowed alleged class action involving variable life insurance policy to proceed forward in state court; case was not subject to removal to federal court. *Lincoln Nat’l. Life Ins. Co. v. Bezych*, 610 F.3d 448 (7th Cir. 2010).
- Represented plaintiff in alleged class action involving cost of insurance overcharges in life insurance policies. Securities Litigation Uniform Standards Act (SLUSA) did not preclude plaintiff’s claim for breach of contract even though such claim was related to the purchase or sale of a covered security under SLUSA. *Freeman Investments, L.P. v. Pac. Life Ins. Co.*, 704 F.3d 1110 (9th Cir. 2013).

PLAINTIFF RESULTS

- \$325 million nationwide settlement in life insurance class action
- \$65 million nationwide settlement in life insurance class action
- \$28.4 million verdict to Missouri life insurance policyholders
- \$90 million nationwide settlement in life insurance class action
- \$56 million settlement to Missouri counties in product liability class action
- \$59.75 million nationwide settlement in life insurance class action
- \$34.3 million verdict to Missouri life insurance policyholders
- \$2.25 billion nationwide class action settlement
- \$116 million verdict for general contractor in bad faith claim against surety

- Substantial recovery for institutional investor from mortgage-backed securities broker
- Groundbreaking class-action decision against Fortune 500 life insurance company
- \$4.3 million settlement of highway construction case
- \$4.9 million verdict in water utility case
- \$11.4 million case involving development rights resolved in client's favor during trial
- \$4 million professional malpractice claims settled in trustee's favor
- Antitrust claim settled on behalf of client
- Judgment for injunction relief and damages obtained in unfair competition and fraud case
- Wrongful death settlement in product liability case

DEFENSE RESULTS

- \$1.2 billion whistleblower claim dismissed on summary judgment
- \$100 million in claims successfully resolved for broker/dealer
- NY investment bank pays nothing in settlement of unfair competition claim
- Win for IBM in \$8.5 million alleged fraud case
- Multi-billion dollar product liability exposure resolved to client's satisfaction
- \$7 million claim against propane company defeated at trial
- Intellectual property claim resolved for manufacturer
- \$12 million workout for commercial borrower
- \$30 million environmental mass tort claims against Beatrice dismissed on summary judgment

TRIAL ATTORNEYS

EXPERIENCED

We have a proven track record of success representing plaintiffs and defendants in state and federal trial and appellate courts, before administrative and regulatory tribunals and in arbitration and other alternative dispute resolution proceedings nationwide.

PRACTICAL

From the beginning of an engagement, we seek to truly understand your business in order to provide strategic counsel and insightful guidance tailored to your objectives.

FOCUSED ON RESULTS

We measure success not by the hours billed, but by the results obtained for our clients. Although we are skilled trial lawyers who prepare each case as though it will go to trial, we never stop seeking the most efficient, cost-effective strategy for obtaining results.

Firm members who make up the trial team on plaintiff-side class actions are identified below.



John J. Schirger

For over 30 years John has represented businesses and individuals nationwide in disputes concerning breach of contract, fraud, business torts, consumer protection, insurance and reinsurance, securities and commodities, whistle-blower claims, and environmental matters. John has successfully handled cases in federal or state courts in over 20 states, has argued before federal and state appellate courts, and has represented parties in AAA and Financial Industry Regulatory Authority (FINRA) arbitrations.

John began his career at a large regional law firm where he was elected partner after four years of practice. After only five years of practice, he obtained an "AV" rating from law publisher Martindale-Hubbell, the highest rating a lawyer can receive for competence and ethics. Among other honors and awards, John has been recognized by *The Best Lawyers in America* for Commercial Litigation, ranked a Top 100 Missouri & Kansas Super Lawyer, named Best of the Bar by the Kansas City Business Journal and nominated to the Power 30 List for Commercial and Consumer Litigation by Missouri Lawyers Media.

John is currently representing clients in a wide variety of cases involving business and commercial disputes, securities litigation matters, and class actions. In these cases, his clients include business owners, individuals and family members, investors including community banks and hedge funds, and members of the Forbes 400. John is known for his disciplined and thorough approach in cases, but also for being practical and creative in resolving disputes. One client recently stated: "John has the ability to sort through complex information and decide what is most important. He'll develop a litigation plan, and execute on it, but looks for opportunities to creatively resolve a case."

AREAS OF PRACTICE

- Banking Litigation
- Commercial Litigation
- Class-Action Lawsuits
- Insurance Litigation
- Mass Torts Litigation
- Personal Injury & Wrongful Death Litigation
- Products Liability Litigation
- Real Estate Litigation
- Securities Litigation
- Antitrust, Unfair Competition and Deceptive Trade Practices Litigation
- Whistleblower Litigation

BAR ADMISSIONS

- Missouri
- Nebraska (inactive)
- U.S. District Court District of Nebraska
- U.S. District Court Northern District of Illinois
- U.S. District Court District of Colorado
- U.S. District Court District of Kansas
- U.S. District Court Western District of Missouri
- U.S. District Court Eastern District of Wisconsin
- U.S. Court of Appeals 1st Circuit
- U.S. Court of Appeals 3rd Circuit
- U.S. Court of Appeals 5th Circuit
- U.S. Court of Appeals 7th Circuit
- U.S. Court of Appeals 8th Circuit
- U.S. Court of Appeals 9th Circuit
- U.S. Court of Appeals 10th Circuit
- United States Supreme Court

EDUCATION

- **Creighton University School of Law**
 - Juris Doctor - 1992
- **University of Notre Dame**
 - Bachelor of Arts - 1988

HONORS & AWARDS

- *Best Lawyers in America* – Commercial Litigation, 2023
- Missouri Lawyers Awards – Top 5 Verdict in 2022
- Missouri Lawyers Awards – Top 5 Settlements in 2022 and 2023
- *The National Law Journal's* Top 100 Verdicts 2018
- Missouri Lawyers Awards – Top 5 Verdict in 2018
- Rated “AV” by Martindale Hubbell since 1997 (highest rating)
- SuperLawyers – SuperLawyer Magazine, 2011-2023
- Best of the Bar – Kansas City Business Journal
- Missouri Lawyers Media – *The Power 30 List for Commercial and Consumer Litigation* 2020-2023
- Multi-Million Dollar Advocates Forum – Top Trial Lawyers in America
- America's Top 100 Bet-the-Company Litigators
- America's Top 100 High Stakes Litigators
- Fellow – American Bar Foundation

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

- American Bar Association
 - Section on Tort Trial and Insurance Practice
 - Section on Litigation
- Missouri Bar Association
- Kansas City Metropolitan Bar Association
 - Civil Litigation Section
 - Business Litigation Committee (Former Chair)
- Missouri Association of Trial Attorneys
- Nebraska Bar Association
- American Association for Justice
 - Section on Business Torts
 - Section on Insurance Law
 - Section on Product Liability

REPRESENTATIVE CASES

Business Litigation — Represented plaintiff in action on a guaranty related to a securities purchase. Defeated defendant's attempt to force the case to arbitration; affirmed on appeal.

Business Litigation – Represented defendant in alleged internet fraud case where plaintiff claimed \$2.5 million in damages; favorable settlement reached for client shortly before trial.

Business Litigation – Represented defendant majority owner in minority shareholder dispute where plaintiff claimed \$1.5 million in damages; case dismissed in favor of defendant after full evidentiary hearing and plaintiff elected not to appeal.

Business Litigation – American Shizuki Corp. v. International Business Machines, Represented defendant IBM in alleged fraud case where plaintiff claimed \$8.5 million in damages; summary judgment granted in favor of defendant on all counts and affirmed by the Eighth Circuit. (8th Cir. 2001)

Mass Torts (Environmental) Litigation – Truck Components, Inc., et al. v. Beatrice Company, Inc. et al., Represented defendant Beatrice Company in complex environmental case where plaintiff claimed \$30 million in damages in connection with acquisition and divestiture of a foundry plant; summary judgment granted in favor of defendant on all counts and affirmed by Seventh Circuit. (7th Cir. 1998)

Construction Litigation – Represented defendant steel contractor in lawsuit involving the construction of a power plant; defeated 90% of plaintiff's claims and damages in week-long arbitration.

Construction Litigation – Represented plaintiff underground utility contractor in complex lien foreclosure lawsuit resulting in settlement the morning of trial where plaintiff received 100% of monies claimed.

Construction Litigation – Represented general contractor in dispute with surety concerning the construction of a food processing facility; favorable settlement reached for client without initiating lawsuit.

Class Action – Niewinski, et al. v. State Farm Life Insurance Company, Represented plaintiff class of policyholders in nationwide class action alleging cost of insurance overcharges in life insurance policies. State Farm agreed to settle the case for \$65 million that was distributed to approximately 450,000 policyholders (Western District of Missouri, 2024).

Class Action – Rogowski, et al. v. State Farm Life Insurance Company, Represented plaintiff class of policyholders in nationwide class action alleging cost of insurance overcharges in life insurance policies. State Farm agreed to settle the case for \$325 million that was distributed to approximately 760,000 policyholders (Western District of Missouri, 2023).

Class Action – Spegele v. USAA Life Insurance Company, Represented plaintiff class of policyholders in nationwide class action involving cost of insurance overcharges in life insurance policies. USAA agreed to settle the case for \$90 million that will be distributed to approximately 120,000 policyholders. (Western District of Texas, San Antonio Division 2017)

Class Action – Jackson County, Missouri v. Trinity Industries, Inc. and Trinity Highway Products, LLC, Represented plaintiff class of Missouri counties with populations of 10,000 or more that have or had ET-Plus guardrail end terminals with 4-inch-wide feeder chutes installed on roadways they own and maintain in a case that settled for \$56 million. The lawsuit alleged product liability (negligence) (strict liability), and negligently supplying dangerous instrumentality for supplier's business purposes. Defendants Trinity Industries Inc. and Trinity Highway Products LLC denied any wrongdoing. (Circuit Court of Jackson County, MO 2015)

Class Action – Vogt v. State Farm Life Insurance Company, Represented plaintiff Missouri class of policyholders in class action trial involving cost of insurance overcharges in life insurance policies. Jury awarded policyholder class \$34.3 million and determined that State Farm had systematically overcharged policyholder class (Western District of Missouri, Central Division 2018); affirmed on appeal. (8th Cir. 2020)

Class Action – Larson v. John Hancock Life Insurance Company (U.S.A.), Represented plaintiff class of policyholders in nationwide class action involving cost of insurance overcharges in life insurance policies. John Hancock agreed to settle the case for \$59.75 million that will be distributed to approximately 103,000 policyholders. (Superior Court of California, County of Alameda, Oakland, CA 2018)

Class Action – Bezich v. Lincoln Nat'l. Life Ins. Co., Represented plaintiff class of policyholders in nationwide class action against The Lincoln National Life Insurance Company alleging life insurance policy overcharges including "cost of insurance" overcharges. Lincoln National agreed

to settle the case by, among other things, issuing term life insurance certificates to a settlement class consisting of approximately 77,000 policy owners across 30 states. The term life insurance certificates have a total face amount of death benefits estimated at \$2.25 billion, with a market value of approximately \$171.8 million. (Allen County Circuit Court, Fort Wayne, IN 2016)

Class Action - Bezich v. Lincoln Nat'l. Life Ins. Co., Represented plaintiff in alleged class action involving cost of insurance overcharges in life insurance policies. Case of first impression holding Class Action Fairness Act's (CAFA) securities exception allowed alleged class action involving variable life insurance policy to proceed forward in state court; case was not subject to removal to federal court. (7th Cir. 2010)

Class Action – Freeman Investments, L.P. v. Pac. Life Ins. Co., Represented plaintiff in alleged class action involving cost of insurance overcharges in life insurance policies. Securities Litigation Uniform Standards Act (SLUSA) did not preclude plaintiff's claim for breach of contract even though such claim was related to the purchase or sale of a covered security under SLUSA (9th Cir. 2013)

Employment Law and Litigation – Represented defendant manufacturer in dispute with former employee. Summary judgment entered in favor of defendant on all counts. Plaintiff elected not to proceed with an appeal.

Insurance Litigation – Represented plaintiff property-owner in direct action against property-casualty insurer involving risk of loss provision in purchase and sale agreement. Case settled through mediation shortly before trial where plaintiff recovered 125% of specified damages.

Mass Torts Litigation – Represented defendants nationwide in lead paint products liability cases; cases resolved through successful summary judgment practice or mediation.

Personal Injury and Wrongful Death Litigation – Represented widower and young children in personal injury and wrongful death case; obtained maximum recovery for clients under various insurance policies without initiating a lawsuit.

Products Liability Litigation – Represented plaintiff widow and family members in wrongful death case of husband/father involving a defective consumer product. Confidential settlement reached after minimal discovery.

Real Estate Litigation – Represented defendant owner/landlord in complex dispute with tenant; favorable settlement reached for client after successful trial.

Securities Litigation – Represented plaintiff Colorado Bank in dispute with its broker-dealer involving the marketing and sale of mortgage-backed securities. Confidential settlement reached for client resulting in substantial recovery. Within two weeks of finalizing the settlement, regulatory officials substantially upgraded the Bank's rating.

Securities Litigation – Represented plaintiff Texas bank in dispute with its broker-dealer involving the marketing and sale of mortgage-backed securities. Confidential settlement reached for client resulting in substantial recovery.

Securities Litigation – Represented individual investor in alleged ponzi scheme. Seven-figure settlement reached with broker/advisor; all invested funds were recovered for client.

Securities Litigation – Represented defendant broker/dealer in complex securities and commodities' ponzi scheme cases where plaintiffs claimed damages in excess of \$100 million; after close of discovery, favorable settlements reached for client through mediation.

Unfair Competition and Deceptive Trade Practices Litigation – Represented defendant New York investment banking firm in commercial dispute involving alleged breach of nondisclosure agreement. Successful settlement reached for client after minimal discovery; client paid no money to Plaintiff.

Whistleblower Litigation - U.S. ex rel. Bahrani v. ConAgra, Inc., Represented defendant ConAgra Foods, Inc. in alleged civil false claims case where plaintiff claimed \$1.2 billion in damages; summary judgment granted in favor of defendant on all counts. (D. Colorado 2004



Joseph M. Feierabend

Joe focuses his practice primarily in the areas of complex business and commercial litigation. He represents businesses and individuals in state and federal courts and before arbitration panels nationwide in disputes involving breach of contract, business torts, and other commercial claims. His expertise extends to class actions, insurance coverage and bad faith claims, personal injury claims, claims asserting violations of constitutional rights, as well as counseling institutional investors in broker/dealer disputes involving complex, structured financial products and transactions. In addition, Joe has significant experience representing plaintiffs in cost-of-insurance class-action litigation in state and federal courts throughout the United States.

Joe obtained his B.B.A. degree from the University of Notre Dame where he majored in accounting and obtained his J.D. from the University of Missouri School of Law, where he focused his studies in the areas of finance and tax. Before beginning his legal career, Joe spent two years running the daily operations of a Kansas City company. His prior work experience and financial background provide a unique perspective in analyzing business disputes, and consistently prove to be a significant advantage in advising clients. Joe has been named as a “Rising Star” by Missouri and Kansas Super Lawyers and an “Up and Coming” award honoree by Missouri Lawyers Media. Martindale-Hubbell has also identified Joe as a “AV Preeminent Peer Rated Attorney” on the basis of achieving a peer rating signifying “High Ethical Standing” and the “Highest Level of Professional Excellence.”

AREAS OF PRACTICE

- Banking Litigation
- Commercial Litigation
- Class-Action Lawsuits
- Constitutional Law/Civil Rights Litigation
- Construction Law
- Construction Litigation
- Insurance Litigation
- Real Estate Litigation
- Securities Litigation
- Antitrust, Unfair Competition and Deceptive Trade Practices Litigation
- Whistleblower Litigation

BAR ADMISSIONS

- Missouri
- U.S. District Court District of Colorado
- U.S. District Court Western District of Missouri
- U.S. District Court District of Kansas
- U.S. Court of Appeals 8th Circuit
- U.S. Court of Appeals 9th Circuit
- U.S. Court of Appeals 10th Circuit

EDUCATION

- **University of Missouri School of Law**
 - Juris Doctor - 2008
- **University of Notre Dame**
 - Bachelor of Business Administration - 2005

HONORS & AWARDS

- Peer Rated “AV” for High Ethical Standing by Martindale-Hubbell
- Rising Star, Super Lawyers, 2019-present
- *The National Law Journal's* Top 100 Verdicts 2018
- Missouri Lawyers Awards – Top 5 Verdicts 2022
- Missouri Lawyers Awards – Top 5 Settlements 2022 and 2023
- Missouri Lawyers Awards – Top 5 Verdict in 2018
- Missouri Lawyers Media – 2023 Up & Coming Honoree

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

- American Association for Justice
- American Bar Association
- Missouri Bar Association
- Kansas City Metropolitan Bar Association
- Missouri Association of Trial Attorneys

REPRESENTATIVE CASES

Business Litigation – Represented individual and brought action to recover on claims arising from breach of settlement agreement and non-compliance with judgment of a Missouri circuit court. A favorable settlement was reached soon after initiating enforcement proceedings with the court.

Business Litigation – Represented business in contract dispute with multinational insurance brokerage. Negotiated and obtained a settlement in client's favor, without filing a lawsuit.

Civil Rights – Represented plaintiff in a tort/civil rights action which alleged 12 claims against police, hospital and the doctors who treated plaintiff in the emergency room, the municipality emergency services personnel and the municipality which employed the individual defendants.

The claims included Excessive Force, Unlawful Seizure, False Arrest, Unlawful Search, Interference With and Denial of Medical Care, Delay of Plaintiff's Release, Municipal Liability, Assault, Battery, Intentional Infliction of Emotional Distress, False Imprisonment, and Negligence, and sought relief for violation of civil rights secured by 42 § U.S.C. 1983. The defense settled with plaintiff for relief of \$11.4 million. (W.D. Missouri – Kansas City, 2018)

Class Action – Niewinski, et al. v. State Farm Life Insurance Company, Represented plaintiff class of policyholders in nationwide class action alleging cost of insurance overcharges in life insurance policies. State Farm agreed to settle the case for \$65 million that was distributed to approximately 450,000 policyholders (Western District of Missouri, 2024).

Class Action – Rogowski, et al. v. State Farm Life Insurance Company, Represented plaintiff class of policyholders in nationwide class action alleging cost of insurance overcharges in life insurance policies. State Farm agreed to settle the case for \$325 million that was distributed to approximately 760,000 policyholders (Western District of Missouri, 2023).

Class Action – Spegele v. USAA Life Insurance Company, Represented plaintiff class of policyholders in nationwide class action involving cost of insurance overcharges in life insurance policies. USAA agreed to settle the case for \$90 million that will be distributed to approximately 120,000 policyholders. (Western District of Texas, San Antonio Division 2017)

Class Action – Jackson County, Missouri v. Trinity Industries, Inc. and Trinity Highway Products, LLC, Represented plaintiff class of Missouri counties with populations of 10,000 or more that have or had ET-Plus guardrail end terminals with 4-inch-wide feeder chutes installed on roadways they own and maintain in a case that settled for \$56 million. The lawsuit alleged product liability (negligence) (strict liability), and negligently supplying dangerous instrumentality for supplier's business purposes. Defendants Trinity Industries Inc. and Trinity Highway Products LLC denied any wrongdoing. (Circuit Court of Jackson County, MO 2015)

Class Action – Vogt v. State Farm Life Insurance Company, Represented Missouri class of policyholders in class action trial involving cost of insurance overcharges in life insurance policies. Jury determined that State Farm had systematically overcharged policyholder class and awarded \$34.3 million (Western District of Missouri, Central Division 2018); affirmed on appeal. (8th Cir. 2020)

Class Action – Larson v. John Hancock Life Insurance Company (U.S.A.), Represented class of approximately 103,000 plaintiff policyholders in nationwide class action involving cost of insurance overcharges on life insurance policies. John Hancock agreed to settle the case for \$59.75 million. (Superior Court of California, County of Alameda, Oakland, CA 2018).

Class Action — Bezich v. Lincoln Nat'l. Life Ins. Co., Represented class of policyholders in nationwide class action against The Lincoln National Life Insurance Company alleging life insurance policy overcharges including “cost of insurance” overcharges. Lincoln National agreed

to settle the case by, among other things, issuing term life insurance certificates to a settlement class consisting of approximately 77,000 policy owners across 30 states. The term life insurance certificates had a total face amount of death benefits estimated at \$2.25 billion, with a market value of approximately \$171.8 million. (Allen County Circuit Court, Fort Wayne, IN 2016).

Insurance Litigation – Represented plaintiffs in various disputes regarding defendant insurance companies' failure to pay on property loss claims. Favorable outcomes have been reached for clients soon after initiating lawsuits.

Intellectual Property Litigation – Represented plaintiff in a trademark infringement case resulting in a positive outcome ensuring protection of client's intellectual property rights into the future.

Property Rights Litigation – Represented plaintiff in dispute involving rights to use of land and alleged adverse possession, among other claims; negotiated and obtained a favorable settlement for client.

Securities Litigation – Represented plaintiff bank in dispute with its broker-dealer. The dispute involved the marketing and sale of asset-backed securities. Confidential settlement was reached for client resulting in a substantial recovery.

EXHIBIT C

**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-BP
)	
vs.)	
)	
KANSAS CITY LIFE INSURANCE COMPANY,)	
)	
Defendant.)	

DECLARATION OF RICHARD W. SIMMONS ON NOTICE

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 3,000 matters.

3. This Declaration summarizes: my experience and qualifications, the implementation of the Court approved Class Notice Plan (the “Notice Plan”), the proposed Fee Notice Plan, and why the Fee Notice Plan will provide the best practicable notice in this matter.

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.

QUALIFICATIONS AND EXPERIENCE

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

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

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

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). In 2021, I assisted in the development of George Washington University Law School's Class Action Best Practices Checklist. In 2023, I acted as the primary author for the Rabiej Litigation Law Center's Class Action Best Practices.

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

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 REGARDING CLASS CERTIFICATION

Mailed Notice

11. In its Order Approving Notice Plan on July 5, 2022 (the “Order”), the Court approved the Plaintiff’s plan for disseminating the Class Notice (the “Notice Plan”). Consistent with that

Order, Class Counsel retained Analytics to implement the Notice Plan, including the mailing of the Notice to all known class members in the class as originally certified, the establishment of a toll-free hotline and dedicated email address to assist class members with questions regarding the litigation, and the establishment of a dedicated website to provide class members with information regarding the litigation, including access to relevant court filings.

12. Analytics received from Counsel a data file identifying 6,066 members of the class as originally certified, including their names and last known mailing address.

13. All addresses were updated using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”);² certified via the Coding Accuracy Support System (“CASS”);³ and verified through Delivery Point Validation (“DPV”).⁴ In the event that a class member was known to be deceased, the Settlement Notice and Claim Form was set to be mailed “To the Estate of [the deceased class member]” at the last the last known address. The address list was then reviewed to identify and consolidate duplicate entries.

14. These measures ensured that all appropriate steps were taken to send Class Notices to current and valid addresses and resulted in mailable address records for 6,065 members of the class as originally certified.

15. Analytics formatted the Class Notices and caused them to be printed, personalized with the name and address of each class member, posted for First-Class Mail, postage pre-paid, and delivered on July 27, 2022 to the USPS for mailing.

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 last known address.

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

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

16. Analytics requested that the USPS return (or otherwise notify Analytics) of Class Notices with undeliverable mailing addresses. Of the 6,065 notices mailed, 1,046 were returned undeliverable.

17. Analytics was able to locate updated addresses and re-mail 539 Class Notices that were returned as undelivered.

18. This research was performed using Experian's TrueTrace and Metronet Databases, research tools that draw upon Experian's credit reporting database as well as additional third-party sources.⁵

19. Notice was successfully delivered to 91.6% of the class members (5,558 out of 6,065).

20. Based on my experience, this is an exceptionally high rate of successfully delivered class notices.

Toll Free Phone and Email Support

21. Beginning on July 27, 2022, Analytics established and continues to maintain a toll-free telephone number for the litigation, 1-844-523-1976. This toll-free telephone line connects callers with an Interactive Voice Recording ("IVR"). By calling this number, class members are able to listen to pre-recorded answers to Frequently Asked Questions ("FAQs") or could request to have notice mailed to them. The toll-free telephone line and IVR have been available 24 hours a day, 7 days a week.

⁵ TrueTrace draws on Experian's consumer credit database of more than 200 million consumers and 140 million households, and through third party sources (Clarity's alternative payday information and Experian RentBureau property management database) provides access to 100 million thin-file and underbanked consumers. Experian's Metronet database provides data regarding 215 million consumers in 110 million living units across United States.

22. In addition, Monday through Friday from 8:30 a.m. to 5:00 p.m. Central Time (excluding official holidays), callers to the toll-free telephone line can speak to a live operator regarding the status of the litigation and/or obtain answers to questions they may have about the litigation. During other hours, callers may request a call back, which is automatically queued for the next business day.

23. Automated messages are available to class members 24 hours a day, 7 days a week, with live call center agents also available during standard business hours. Analytics' IVR system allows class members to request a return call if they call outside of business hours.

24. Class members could also email a dedicated email address, info@meekcellitigation.com, with questions regarding the litigation. This email was included in the notice of class certification.

Website Support

25. Beginning on July 27, 2022, Analytics established and continues to maintain a website hosted at www.meekcellitigation.com to provide updated information to class members regarding the litigation.

26. The Website was simplified and streamlined, so that specific prominent language and directed class members to specific content areas, including:

- A. Frequently Asked Questions;
- B. Court Documents; and,
- C. Counsel Information.

27. Recognizing the increasingly mobile nature of advertising and communications, the Website was mobile optimized, meaning it can be clearly read and used by class members visiting the Website via smart phone or tablet.

28. The design and implementation of the Website were compliant with ADA Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), to ensure accessibility to information regarding the litigation for all class members.

29. After the mailing of the Class Notice, Analytics updated the Website as instructed by Class Counsel. In addition to editing summary information as the matter proceeded, Analytics loaded the following documents for class members to access:

- A. Dkt 351: Order (1) Granting Plaintiff's Motion for Partial Reconsideration and (2) Adhering to Prior Decision
- B. Dkt: 352: Order on Posttrial Motions
- C. Dkt 353: Judgment in a Civil Case
- D. Dkt 360: Notice of Appeal
- E. Dkt 365: Notice of Cross Appeal to the U.S. Court of Appeals for the Eighth Circuit
- F. Eighth Circuit Court of Appeals Opinion Affirming the Court's Judgment.

Requests for Exclusion

30. Class members could opt out of the litigation by mailing or uploading a written statement requesting exclusion to Analytics by September 26, 2022. Of the individuals in the Class as currently defined, Analytics received thirteen (13) timely requests for exclusion from Class Members. The list of Class Members requesting exclusion has been provided to Class Counsel.

NOTICE REGARDING MOTION FOR FEES

31. After the issuance of the Class Notice, the matter has gone to trial and a Judgment entered with respect to the following Class:

All persons (1) 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 Defendant, or its predecessors in interest, (2) that was active on or after January 1, 2002, (2) purchased the life insurance policy while domiciled in Kansas, and (4) incurred charges for “Cost of Insurance” or “Expense Charges” between June 18, 2014 and February 28, 2021. 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.

32. For the purpose of this Declaration, I have assumed that the direct notice effort in this matter of Class Counsel’s pending application for attorneys’ fees and expenses (the “Fee Notice”) will consist of sending a postcard sized Fee Notice via US Mail. Additionally, the notice will be mailed upon request, and will all be available for download at the Litigation Website.

33. The Notice Program also includes the Litigation Website and toll-free telephone line (the same ones disseminated in the Class Notice) where individuals can access Class Counsel’s Fee Motion and learn more about the litigation.

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

Direct Mailed Notice

35. The Postcard Notice will be sent by first-class mail, postage prepaid, to the last-known address, of each Class Member.

36. As with the distribution of the Class Notice, mailing addresses will be updated using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”); certified via the Coding Accuracy Support System (“CASS”); and verified through Delivery Point Validation (“DPV”). This ensures that all appropriate steps have been taken

to send Fee Notices to current and valid addresses. This address updating process is standard for the industry and is required by the USPS for mailings of this size.

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

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

PERFORMANCE OF THE NOTICE PROGRAM

Reach

39. Because of the nature of the Class, and the fact that all Class Members are known, we expect to successfully deliver the Fee Notice to virtually all of the Class. Many courts have accepted and understood that a 75% or 80% reach is sufficient. In 2010, the FJC issued a “Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide” (the “FJC Guide”). This FJC Guide states that, “[t]he lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”⁶ Based upon our experience with the Class Notice in this matter, we expect to deliver notice at the high end of this range.

⁶ *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* at 3, FED. JUD. CTR. (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

PLAIN LANGUAGE NOTICE DESIGN

40. The proposed Notice form used in this matter is designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Class Members. The proposed Notice filed with Class Counsel’s Motion contains plain-language summaries of key information about Class Members’ rights and options. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

CONCLUSION

41. 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.

42. 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

43. The Class Notice is designed to be “noticed” and is written in carefully organized, plain language.

44. The Fee 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.


45. In my opinion, the Fee Notice Plan, if implemented, will provide the best notice

practicable under the circumstances of this litigation.

46. This Fee 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 20th day of February 2025.



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 33 years of experience developing and implementing class action communications and settlement programs.

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

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

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

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

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

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



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

APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

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

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

SPEAKER/EXPERT PANELIST/PRESENTER

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

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

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

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

Mr. Simmons' speaking engagements regarding class notice include:

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

Mr. Simmons' writings regarding class notice include:

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

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

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

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

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

* * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.



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



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



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



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Civil Rights	<i>F.T.C. v. USA Beverages, Inc.</i>	Case No. 05-cv-61682 (S.D. Fla.)
	<i>Garcia, et al. v. Allergan, Inc.</i>	11-CV-9811 (C.D. Cal.)
	<i>Gerald Young et al. v. HealthPort Technologies, LLC, et al.</i>	Case No. LACL130175 (Polk County, IA)
	<i>Goldberg et al. v. HealthPort Inc. et al.</i>	Case No L-1421-14 (Essex County, NJ)
	<i>In Re Google AdWords Litigation</i>	No. 5:08-cv-03369-EJD (N.D. Cal.)
	<i>In re Syngenta Ag Mir 162 Corn Litigation</i>	Case No 2:14-md-2591-JWL-JPO (D. Kan.)
	<i>Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC</i>	No. 16-2011-CA-010202 (Duval County, FL)
	<i>Melby et al. v. America's MHT, Inc., et al.</i>	Case No. 3:17-CV-155-M (N.D. Texas)
	<i>Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.</i>	Case No. 14-0064 (W.D. Mo.)
	<i>Physicians of Winter Haven LLC v. STERIS Corp.</i>	Case No. 1:10-cv-00264 (N.D. Ohio)
	<i>Richard P. Console, JR., P.C. v. Medical Records Online Inc.</i>	Docket No. CAM-L-2133-18 (Camden County, NJ)
	<i>Sue Ramirez et al. v. Smart Professional Photocopy Corporation</i>	No. 01-L-385 (Peoria County, IL)
	<i>Terry Bishop v DeLaval, Inc.</i>	Case No.: 5/19cv06129 (W.D. MO)
	<i>Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.</i>	Case No. 96-cv-59 (D.N.D.)
	<i>Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.</i>	Case No. 08-cv-01363 (E.D. La.)
	<i>Bentley v. Sheriff of Essex County</i>	Case No. 11-01907 (Essex County, MA)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>Garcia, et al v. Metro Gang Strike Force, et al.</i>	Case No. 09-cv-01996 (D. Minn.)
	<i>Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron</i>	3:07-cv-30049 (S.D. Mass.)
	<i>McCain, et al. v. Bloomberg, et al.</i>	Case No. 41023/83 (New York)
Consumer	<i>Minich, et al. v Spencer, et al.</i>	Civil Action No. 1584cv00278 (Suffolk Superior Court, Mass.)
	<i>Nancy Zamarron, et al. v. City of Siloam Springs, et al.</i>	Case No. 08-cv-5166 (W.D. Ark.)
	<i>Nathan Tyler, et al. v. Suffolk County, et al.</i>	Case No. 1:06-cv-11354 (S.D. Mass.)
	<i>Nilsen v. York County</i>	Case No. 02-cv-212 (D. Me.)
	<i>Richard S. Souza et al. v. Sheriff Thomas M. Hodgson</i>	2002-0870 BRCV (Superior Ct., Mass.)
	<i>Taha v. County of Bucks</i>	Case No. 12-6867 (E.D. Pa.)
	<i>Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.</i>	Case No. 02-cv-0450-C (W.D. Wisc.)
	<i>Tyrone Johnson et al. v CoreCivic et al.</i>	2:20-cv-01309 RFB-NJK (D. NV)
	<i>Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,</i>	Case No. 1:14-cv-01199-JBW-LB (S.D.N.Y.)
	<i>Alimi v Integrity Management Group, LLC et al.</i>	Case No.: 2021-CH-03274 (Cook County, IL)
	<i>Andrew J. Hudak, et al. v. United Companies Lending Corporation</i>	Case No. 334659 (Cuyahoga County, Ohio)
	<i>Angela Doss, et al. v. Glenn Daniels Corporation</i>	Case No. 02-cv-0787 (E.D. Ill.)
	<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)
	<i>Ann McCracken et al. v Verisma Systems, Inc.</i>	6:14-cv-06248 (W.D. N.Y.)
	<i>Anthony Talalai, et al. v. Cooper Tire & Rubber Company</i>	Case No. L-008830-00-MT (Middlesex County, NJ)
	<i>Ballard, et al. v. A A Check Cashiers, Inc., et al.</i>	Case No. 01-cv-351 (Washingotn County, Ark.)
	<i>Belinda Peterson, et al. v. H & R Block Tax Services, Inc.</i>	Case No. 95-CH-2389 (Cook County, Ill.)
	<i>Boland v. Consolidated Multiple Listing Service, Inc.</i>	Case No. 3:19-cv-01335-SB (D.S.C.)



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	<i>Braulio M. Cuesta, et al. v. Ford Motor Company, Inc., and Williams Controls, Inc.</i>	CIV-06-61-S (E.D. Okla.)
	<i>Caprarola, et al. v. Helxberg Diamond Shops, Inc.</i>	Case No. 13-06493 (N.D. Ill.)
	<i>Carideo et al. v. Dell, Inc.</i>	Case No. 06-cv-1772 (W.D. Wash.)
	<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)
	<i>Che Clark v. JPMorgan Chase Bank, N.A., et al.</i>	Case No. 0:17-cv-01069 (D. Minn.)
	<i>Christine Gambino et al. v CIOX Health, LLC</i>	2015-CA-006038-B (District of Columbia)
	<i>Clair Loewy v. Live Nation Worldwide Inc.</i>	Case No. 11-cv-04872 (N.D. Ill.)
	<i>Conradie v. Caliber Home Loans</i>	Case No. 4:14-cv-00430 (S.D. Iowa)
	<i>Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.</i>	Case No. 1:14-cv-07194 (N.D. Ill.)
	<i>Consumer Financial Protection Bureau v. Park View Law</i>	Case No. 2:17-cv-04721 (N.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.</i>	Case No. 2:17-cv-04720 (N.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	Case No. 2:16-cv-07111 (C.D. Cal.)
	<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	1:15-cv-23070-MGC (S.D. Fl)
	<i>Consumer Financial Protection Bureau v. Security National Automotive Acceptance</i>	Civil Action No. 1 :15-cv-401 (S.D. Ohio)
	<i>Covey, et al. v. American Safety Council, Inc.</i>	2010-CA-009781-0 (Orange County, FL)
	<i>Cummins, et al. v. H&R Block, et al.</i>	Case No. 03-C-134 (Kanawha County, W.V.)
	<i>David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC</i>	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)
	<i>Don C. Lundell, et al. v. Dell, Inc.</i>	Case No. 05-cv-03970 (N.D. Cal.)
	<i>Duffy v. Security Pacific Automotive Financial Services Corp., et al.</i>	Case No. 3:93-cv-00729 (S.D. Cal.)
	<i>Edward Hawley, et al. v. American Pioneer Title Insurance Company</i>	No. CA CE 03-016234 (Broward County, Fla.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. Cal.)
	<i>F.T.C. and The People of the State of New York v. UrbanQ</i>	Case No. 03-cv-33147 (E.D.N.Y.)
	<i>F.T.C. v A1 DocPrep Inc. et.al.</i>	Case No. 2:17-cv-07044 SJO-JC (C.D. CA)
	<i>F.T.C. v First Universal Lending, LLC et al.</i>	Case No. 9:09-cv-82322 ZLOCH (S.D. FL)
	<i>F.T.C. v Student Debt Doctor, LLC et al.</i>	Case No. 17-cv-61937 WPD (S.D. FL)
	<i>F.T.C. v. 1st Beneficial Credit Services LLC</i>	Case No. 02-cv-1591 (N.D. Ohio)
	<i>F.T.C. v. 9094-5114 Quebec, Inc.</i>	Case No. 03-cv-7486 (N.D. Ill.)
	<i>F.T.C. v. Ace Group, Inc.</i>	Case No. 08-cv-61686 (S.D. Fla.)
	<i>F.T.C. v. Affordable Media LLC</i>	Case No. 98-cv-669 (D. Nev.)
	<i>F.T.C. v. AmeraPress, Inc.</i>	Case No. 98-cv-0143 (N.D. Tex.)
	<i>F.T.C. v. American Bartending Institute, Inc., et al.</i>	Case No. 05-cv-5261 (C.D. Cal.)
	<i>F.T.C. v. American International Travel Services Inc.</i>	Case No. 99-cv-6943 (S.D. Fla.)
	<i>F.T.C. v. Asset & Capital Management Group</i>	Case No. 8:13-cv-1107 (C.D. Cal.)
	<i>F.T.C. v. Bigsmat.com, L.L.C., et al.</i>	Case No. 01-cv-466 (D. Ariz.)
	<i>F.T.C. v. Broadway Global Master Inc</i>	Case No. 2-cv-00855 (E.D. Cal.)
	<i>F.T.C. v. Call Center Express Corp.</i>	Case No. 04-cv-22289 (S.D. Fla.)
	<i>F.T.C. v. Capital Acquistions and Management Corp.</i>	Case No. 04-cv-50147 (N.D. Ill.)
	<i>F.T.C. v. Capital City Mortgage Corp.</i>	Case No. 98-cv-00237 (D.D.C.)



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



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

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



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



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



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



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



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



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



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



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



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



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



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ERISA	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>Keltner, et al., v. SunCokeEnergy, Inc., et al.</i>	Case No.: 2014-L-1540 (Madison County, IL)
	<i>Latta, et al. v. Hannibal Board of Public Works, et al.</i>	Case No. 16SL-CC01881 (St. Louis, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>Colon, et al. v. Johnson, et al.</i>	Case No. 8:22-cv-888-TPB-TGW (M.D. Fla.)
	<i>Cothran v. Adams, et al.</i>	Case No. 8:2023-cv-00518 (M.D. Fl.)
ERISA - 401k/403b Fee	<i>In Re: Broadwing Inc ERISA Litigation</i>	Case No. 02-cv-00857 (S.D. Ohio)
	<i>Leslie D. Nolan v The Detroit Edison Company</i>	Case No.: 2:18cv13359-DML-SDD (E.D. MI)
	<i>Michael Marzec v Reladyne, LLC</i>	Case No.: 2018CH14101 Circuit Court of Cook County, IL (Chancery Division)
	<i>Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)</i>	Case No. 02-cv-71045 (E.D. Mich.)
	<i>Anderson, et al. v. Coca-Cola Bottlers' Association, et al.</i>	Case No. 21-cv-02054 (D. Kan.)
	<i>André Clark, et al., v. Oasis Outsourcing Holdings, Inc., et al.</i>	Case No. 9:18-cv-81101- RLR (S.D. Fla.)
	<i>Anthony Abbott, et al. v. Lockheed Martin Corp., et al.</i>	Case No. 06-701 (S.D. Ill.)
	<i>Bacon, et al., v. Board of Pensions of the Evangelical Lutheran Church in America</i>	Case No. 27-CV-15-3425 (Hennepin County, MN)
	<i>Baker, et al. v. John Hancock Life Insurance Company (U.S.A.), et al.</i>	Civil Action 1:20-cv-10397-RGS (D. Minn.)
	<i>Beach, et al. v JPMorgan Chase Bank, N.A., et al.</i>	Case No. 17-00563-JMF (S.D.N.Y.)
	<i>Becker v. Wells Fargo & Co. et al</i>	Case No. 0:20-cv-02016 (D. Minn.)
	<i>Berry, et al. v. FirstGroup America, Inc., et al.</i>	Case No. 1:18-cv-00326-JPH (S.D. Ohio)
	<i>Bhatia, et al. v. McKinsey & Company, Inc., et al.</i>	Case No. 1:19-cv-01466-GHW-SN (S.D.N.Y.)
	<i>Bouvy v. Analog Devices, Inc., et al.</i>	Case No. 19-cv-881-DMS-BLM (S.D. Cal.)
	<i>Brian Loomis v Nextep, Inc.</i>	Case No.: 5:21cv00199-HE (W.D. OK)
	<i>Brotherston, et al. v. Putnam Investments, LLC, et al.</i>	Civil Action No. 15-13825-WGY (D. Mass.)
	<i>Brown et al. v. The MITRE Corporation, et al.</i>	Case No. 1:22-cv-10976-DJC (D. Mass.)
	<i>Brown-Davis et al v. Walgreen Co. et al</i>	Case No. 1:19-cv-05392 (N.D. Ill.)
	<i>Carrigan, et al. v. Xerox Corporation, et al.</i>	No. 3:21-cv- 01085 (D. Conn.)
	<i>Chechile et al v. Baystate Health, Inc. et al.</i>	No. 22-cv-30155-KAR (D. Mass.)
	<i>Clifton Marshall, et al. v. Northrop Grumman Corp., et al.</i>	Case No. 16-6794 (C.D. Cal.)
	<i>Conte v. WakeMed</i>	Case No. 5:21-cv-00190-D (E.D.N.C.)
	<i>Coviello, et al. v. BHS Management Services, Inc., et al.</i>	No. 3:20-cv-30198-MGM (D. Mass.)
	<i>Cunningham, et al., v. Cornell University, et al.</i>	Case No. 16-cv-6525 (S.D.N.Y.)
	<i>David Clark, et al, v. Duke University, et al.</i>	Case No. 1:16-CV-01044-CCE-LPA (M.D.N.C.)
	<i>David Kinder, et al. v. Koch Industries, Inc., et al.</i>	Case No. 1:20 cv 02973 MHC (N.D. Ga.)
	<i>Davis v. Magna International of America, Inc.</i>	Case No. 2:20-cv-11060 (E.D. Mich.)
	<i>Dean et al. v. Cumulus Media, Inc. et al.</i>	No. 1:22-cv-04956-TWT (D. Ga)



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



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



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FCRA Insurance	<i>Seppanen et al. v. Krist Oil Company</i>	Case No. 2:09-cv-195 (W.D. Mich.)
	<i>Waldman v. Hess Corporation</i>	Case No. 07-cv-2221 (D. N.J.)
	<i>Michael Stoner, et al. v. CBA Information Services</i>	Case No. 04-cv-519 (E.D. Pa.)
	<i>Ann Castello v. Allianz Life Insurance Company</i>	Case No. 03-cv-20405 (D. Minn.)
	<i>Boyd Demmer, et al. v. Illinois Farmers Insurance Company</i>	Case No. MC 00-017872 (Hennepin County, Minn.)
	<i>Christopher Meek v Kansas City Life Insurance Company</i>	Case No.: 4:19cv00471 (W.D. MO)
	<i>Chultern v. Ticor Title Insur. Co., et al.</i>	Case No. 2006-CH-09488 ((Cook County, IL)l.)
	<i>Colella v. Chicago Title Insur. Co., et al.</i>	Case No. 2006-CH-09489 ((Cook County, IL)l.)
	<i>Daluge, et. al., v. Continental Casualty Company</i>	No. 3:15-cv-00297 (W.D. Wis.)
	<i>Deborah Hillgamy, et al. v. Reliastar Life Insurance Company, et al.</i>	No. 11-cv-729 (W.D. Wis.)
	<i>Doan v. State Farm</i>	108CV129264 (Santa Clara Co, CA)
	<i>Dorothea Pavlov v. Continental Casualty Company</i>	Case No. 07-cv-2580 (N.D. Ohio)
	<i>Earl L. McClure v State Farm Insurance Company</i>	Case No.: 2:20cv01389-SMB (D. AZ)
	<i>Frank Rose, et al. v. United Equitable Insurance Company, et al.</i>	Case No. 00-cv-02248 (Cass County, ND)
	<i>Froeber v. Liberty Mutual Fire Insurance Company</i>	Case No. 00C15234 (Marion County, OR)
	<i>Garrison, et al., v. Auto-Owners Insurance Company</i>	Case No. 02-cv-324076 (Cole County, Mo.)
	<i>Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.</i>	Case No. 3:97-cv-152 (D.N.D.)
	<i>In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation</i>	Case No. 99-md-1309 (D. Minn.)
	<i>Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.</i>	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	<i>J. Gregory Sheldon v Kansas City Life Insurance Company</i>	Case No.: 1916CV26689 Circuit Court of Jackson County, MO
	<i>Jacobs v. State Farm General Insurance Company</i>	No. CJ-96-406 (Sequoyah County, Okla.)
	<i>James M. Wallace, III, et al. v. American Agrisurance, Inc., et al.</i>	Case No. 99-cv-669 (E.D. Ark.)
	<i>James Ralston, et al. v. Chrysler Credit Corporation, et al.</i>	Case No. 90-cv-3433 (Lucas County, Ohio)
	<i>Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.</i>	CV 990759 (County of San Luis Obispo, Cal.)
	<i>Morris v. Liberty Mutual Fire Insurance Company</i>	CJ-03-714 (Pottawatomie County, OK)
Insurance - Force Placed	<i>Paul Curtis, et al v. Northern Life Insurance Company</i>	Case No. 01-2-18578 (King County, Wash.)
	<i>Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp</i>	Case No. 06-cv-2253 (C.D. Cal.)
	<i>Raymond Arent, et al. v. State Farm Mutual Insurance Company</i>	Case No. 00-mc-16521 (D. Minn.)
	<i>Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.</i>	Case No. 00CVH-08-6980 (Franklin County, Ohio)
	<i>Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.</i>	Case No. 97-cv-3146 (S.D. Fla.)
	<i>Taqueria El Primo, LLC v Farmers Group, Inc.</i>	Case No.: 19cv03071 (D. MN)
	<i>Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota</i>	Case No. 02-cv-9317 (D. Minn.)
	<i>Arnett v. Bank of America, N.A.</i>	No. 3:11-CV-01372-SI (D. OR)
	<i>Clements, et al. v. JPMorgan Chase Bank, N.A., et al.</i>	No. 3:12-cv-02179-JCS (N.D. Cal.)
	<i>Hofstetter, et al. v. Chase Home Finance, LLC., et al.</i>	Case No. 10-cv-1313 (N.D. Cal.)
Legal Notice	<i>Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.</i>	Case No. 11-00673 (W.D. KY)
	<i>Anderson et al. v. Canada (Attorney General)</i>	2011 NLCA 82
	<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)



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



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



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



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



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