

**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
COUNTY OF WINNEBAGO**

LINDSEY GARCIA, LARRY BENNER, and
MICHAEL LUNGO, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

MIDLAND STATES BANK,

Defendant.

Case No. 2022-LA-0000104

**JOINT DECLARATION OF LYNN A. TOOPS, SOPHIA G. GOLD, JONATHAN M.
STREISFELD, AND MARTY SCHUBERT IN SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION
FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

We, Lynn A. Toops, Sophia G. Gold, Jonathan M. Streisfeld and Marty Schubert hereby
declare as follows:

1. We are Class Counsel¹ for the Settlement Classes in the Action. We submit this
declaration in support of Plaintiffs' Unopposed Motion For Final Approval of Class Action
Settlement and Application For Attorneys' Fees, Costs, and Service Awards. We have personal
knowledge of the facts set forth herein and if called upon to testify, we could and would do so
truthfully and accurately.

2. Class Counsel firms have significant years of experience in the litigation of state
and national class actions, including against financial institutions. Lynn A. Toops is a partner and
co-chair of the class action practice group at the law firm of Cohen & Malad, LLP; Sophia G. Gold

¹ All capitalized terms used herein are defined and have the same meaning as used in the Settlement
Agreement and Release attached hereto as **Exhibit 1** unless otherwise stated.

is founding member and partner at KaliefGold PLLC; Jonathan M. Streisfeld is a partner of the law firm Kopelowitz Ostrow P.A., and Marty Schubert is a member of the law firm Stranch, Jennings & Garvey PLLC. *See* Firm Resumes attached hereto as **Exhibits 2-5**.

3. Prior to commencing litigation, Class Counsel spent many hours investigating the claims of several potential plaintiffs against Defendant, including interviewing a number of Defendant's customers to gather information about Defendant's conduct and its impact on consumers, which was essential to Class Counsel's ability to understand the nature of Defendant's conduct, the language of the relevant account agreements and other documents at issue, and potential remedies.

4. Through that independent investigation, Class Counsel expended significant resources researching and developing the legal claims at issue. Indeed, Class Counsel is particularly familiar with the instant claims through their extensive history of litigating and resolving other banking fee claims with similar factual and legal issues to the Actions.

5. Class Counsel has experience in understanding the damages at issue, what information is critical in determining class membership, and what data is necessary to calculate each Potential Settlement Class Member's respective damages.

6. Class Counsel, along with its expert, spent a significant amount of time analyzing transactional data regarding Defendant's fee revenue related to the assessment of APSN Fees, Retry Fees, and Fees-On-Fees at issue. This data and analysis evaluating potential damages at issue was used in preparation for the Parties' mediation and to further drive the viability of resolution.

7. On April 8, 2022, Plaintiff Garcia commenced the first state court action against Defendant on behalf of herself and a putative class of Illinois Accountholders of Midland States Bank and Alpine Bank & Trust Co. (which Midland State Bank acquired).

8. After Plaintiffs Benner and Lungo initiated a separate action, Plaintiffs' counsel agreed to work together and ultimately filed a Third Consolidated Amended Complaint in the *Garcia* case on October 27, 2022, alleging Defendant improperly assessed certain overdraft fees and non-sufficient funds fees, specifically what are known as APSN Fees and Retry Fees.

9. On December 8, 2022, Defendant moved to dismiss the Third Consolidated Amended Complaint, which the Parties fully briefed. Following a hearing on that motion, on April 21, 2023, the Court denied in part and granted in part that motion.

10. Thereafter, the Parties to the *Garcia* case agreed to stay the litigation in an effort to focus on a potential settlement of the class claims. The Court stayed the case in an order on June 27, 2023, and extended the stay in an order dated March 14, 2024.

11. On September 23, 2022, Plaintiff Enerson commenced an action against Defendant on behalf of herself and a putative class of Illinois Accountholders challenging Midland States Bank and Centruie Bank's (which Midland State Bank acquired) assessment of certain overdraft fees and non-sufficient funds fees, specifically APSN Fees and Fees-On-Fees.

12. On December 9, 2022, Defendant moved to dismiss the Class Action Complaint, which the Parties fully briefed.

13. Following a May 30, 2023, hearing on that motion, the Court denied that motion. Thereafter, the Parties to the *Enerson* case agreed to stay the litigation in an effort to focus on a potential settlement of the class claims. The Court stayed the case in an order on July 19, 2023.

14. The Parties to the *Enerson* matter subsequently stipulated to allow Plaintiff Enerson to amend her pleading, which the Court approved on December 12, 2023.

15. On December 18, 2023, the Court also approved a stay to extend Defendant's deadline to respond to the Amended Class Action Complaint.

16. Once the stays were entered in both *Garcia* and *Enerson*, the parties engaged in cooperative and coordinated informal discovery and pre-mediation negotiations.

17. To facilitate settlement negotiations, Defendant retained an expert to analyze Account-level transaction data Defendant possessed for Midland States Bank, Alpine Bank & Trust Co., and Centru Bank Accountholders to identify which of those Accountholders had been assessed APSN Fees, Retry Fees, and/or Fees-On-Fees (collectively, the Relevant Fees) and to determine the amount of such Relevant Fees that had been assessed to those Accountholders during the relevant time period.

18. Plaintiffs' expert reviewed Defendant's expert's methodologies and the Account-level transaction data available.

19. On August 20, 2024, the Parties participated in a full-day mediation with the Honorable Morton Denlow (Ret.).

20. At this mediation, the Parties reached an agreement in principle to settle the Actions and signed a binding Term Sheet, subject to negotiating a final detailed settlement.

21. Although Plaintiffs largely prevailed on Defendant's motions to dismiss, their Relevant Fee claims would still need to survive forthcoming motions practice (e.g., a motion for summary judgment, motions advancing challenges to experts, etc.) and would need to succeed at class certification, as well as prevail on any resulting appeals challenging the Court's class certification and summary judgment decisions. Assuming the Parties went to trial and verdict, there would remain the possibility that the verdict could be reversed by this Court or on appeal.

22. Indeed, to Class Counsel's knowledge, no similar APSN Fee, Retry Fee, or Fees-On-Fees claims have proceeded to trial. This means that there is no trial model for Plaintiffs' case and that unforeseen pitfalls could derail the Settlement Classes' claims should they be forced to

proceed through the rigors of litigation.

23. At bottom, recovery by any means other than settlement would require additional years of litigation, and the delay would inevitably force the Settlement Classes to wait longer for recovery and would ultimately reduce the value of the recovery overall.

24. Plaintiffs and Class Counsel have adequately and vigorously represented the Settlement Classes through over three years of litigation, which involved significant informal discovery with expert analysis, contentious motion practice, and settlement negotiations with the assistance of an experienced third-party neutral mediator over a full-day mediation.

25. Further, Plaintiffs, through their counsel, engaged in a lengthy, independent investigation of their claims, as well as the potential claims of other Potential Settlement Class Members, in order to properly weigh the pros and cons of continued litigation versus the proposed settlement of all claims.

26. The entire settlement was negotiated in good faith and arm's-length by highly knowledgeable counsel experienced in complex, consumer class action disputes.

27. Class Counsel, having extensive experience in complex litigation and in particular, prosecuting bank fee cases like this one, are of the opinion that the Settlement in this case is fair, reasonable, and adequate.

CohenMalad, LLP Experience

28. Lynn Toops is a hardworking, organized class action litigator known for being a ferocious litigator that obtains record-setting settlements. She has practiced at CohenMalad, LLP ("CM") in Indianapolis for 14 years. CM consists of 30 attorneys and an equal number of staff members. Ms. Toops serves as Co-Chair of the firm's Class Action Practice Group and she just won class certification against a Fortune 500 company on behalf of a class of over 2 million life

insurance purchasers with nearly \$1 billion in damages. She has also brought hundreds of lawsuits across the country against banks and credit unions for charging improper fees and has achieved hundreds of millions in recovery for those classes of tens of millions.

29. The firm has served or is currently serving as lead or co-lead counsel in numerous class actions against national and regional banks and credit unions involving overdraft fees and insufficient funds fees. A representative listing of other bank fee class actions in which CohenMalad attorneys, including Ms. Toops, have been approved by a court to act as lead or co-counsel are included in CohenMalad's firm resume attached as **Exhibit 2**.

KalielGold PLLC Experience

30. Sophia G. Gold is a graduate of the University of California, Berkeley, School of Law and a member in good standing of the District of Columbia Bar and the State Bar of California. She has substantial experience with consumer class actions in both state and federal court. She has won contested motions for class certification; briefed, argued, and overturned dispositive lower court rulings at the federal appellate level; and worked extensively with economics and information technology experts to build damages models. She has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members. Her firm, KalielGold PLLC has extensive class action experience and has been appointed as class counsel in numerous class actions in which courts have recognized the firm's expertise in the area of class action litigation in particular. *See, e.g., Hinton v. Atlantic Union Bank*, No. 20-cv-00651 (E.D. Va.) ("Class Counsel's expertise, perseverance, and skill allowed them to obtain an excellent result for the Settlement Class."); *Kelly v. Community Bank*, No. 18-cv-00919 (N.D.N.Y.) (determining Class Counsel to be "qualified, experienced, and able to conduct the litigation of this Action"); *Gonzalez v. Banner Bank*, No. 20-cv-05151

(E.D. Wa.) (Class counsel “were diligent in their representation of the Class”); *Lambert v. Navy Federal Credit Union*, No. 19-cv-00103 (E.D. Va.) (Class Counsel’s “tenacity in the face of significant risk and complexity allowed to achieve an outstanding recovery that provides substantial benefits to Settlement Class Members.”); *Walters v. Target Corporation*, No. 16-cv-01678 (S.D. Cal.) (“It is undisputed that Class Counsel achieved this result through tenacity and skill in presenting novel and complex legal issues.”); *Figueroa v. Capital One, N.A.*, No. 18-cv-00692 (S.D. Cal.) (praising Class Counsel for the “very positive result achieved for the class” in a case involving a “novel legal issue”); *White v. Members 1st Credit Union*, No. 19-cv-00556 (M.D. Pa.) (finding Class Counsel to be “highly trained in class action law and procedure” and noting their “ability to negotiate the instant Settlement at the early stages of this litigation demonstrates their high level of skill and efficiency”); *Perks v. Activehouse d/b/a Earnin*, No. 19-cv-05543 (N.D. Cal.) (“Class Counsel have substantial experience in litigating and settling consumer class actions.”). KG’s tenacity is frequently reflected in the results it achieves for the classes it represents, especially in cases involving similar bank fees. *See, e.g., Roberts v. Capital One*, No. 16-cv-04841 (S.D.N.Y.) (\$17 million settlement approved for the class); *Perks v. TD Bank*, Case No. 18-cv-11176 (S.D.N.Y.) (\$41.5 million settlement approved for the class); *Morris et al. v. Bank of America, N.A.*, No. 18-cv-00157 (W.D.N.C.) (\$75 million settlement approved for the class). KG’s experience is further detailed in the firm’s resume, attached hereto as **Exhibit 3**.

Kopelowitz Ostrow P.A. Experience

31. Jonathan M. Streisfeld is an attorney admitted to practice in the State of Florida and admitted *pro hac vice* in the Actions. He is a partner at Kopelowitz Ostrow P.A. (KO).

32. For over two decades, KO has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of

the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 accomplished attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service.

33. The firm has served or is currently serving as lead or co-lead counsel in dozens of certified and/or proposed class actions against national and regional banks and credit unions involving challenging the assessment of overdraft fees and insufficient funds (NSF) fees under a variety of legal theories, including the Relevant Fees at issue in the Actions. The cases are pending, or were pending, in federal and state jurisdictions throughout the country. KO's substantial knowledge and experience litigating overdraft fee class actions and analyzing overdraft damage data has enabled the firm to obtain dozens of multi-million dollar settlements (in excess of \$500 million) for the classes KO represents. A representative listing of other bank fee class actions in which KO attorneys, including Mr. Streisfeld, have been approved by a court to act as lead or co-counsel are included in KO's firm resume attached as **Exhibit 4**.

Stranch, Jennings & Garvey PLLC ("SJG") Experience

34. Marty Schubert focuses his practice on the firm's class action litigation, and specializes in the representation of consumers charged improper overdraft fees by their banks or credit unions. For more than seven decades, SJG has advocated for society's under-represented voices, consumer rights, labor unions and victims of discrimination. SJG has prosecuted bank fee class action settlements in Illinois and throughout the country. *Darty v. Scott Credit Union*, No.

19L0798 (St. Clair County, Illinois, Circuit Court, July 13, 2022) (nearly \$5.6 million class action settlement representing 94% of damages after contested certification of consumer classes alleging improper assessment of overdraft and NSF fees); *Jones et al. v. Lake Michigan Credit Union*, No. 20-000240-CK (Washtenaw County, Michigan, Circuit Court, Oct. 12, 2022 (\$7.5 million class action settlement, including fee refunds and debt forgiveness, for consumers alleging assessment of improper bank fees class settlement); *Stillgood Prods., LLC v. Wesbanco Bank, Inc.*, No. 4:21-cv-00018-SEB-DML (S.D. Indiana, Dec. 16, 2022), ECF No. 58 (\$6.45 million class action settlement, including refunds of bank fees challenged by consumer classes and debt forgiveness); *Perkins v. Vantage Credit Union*, No. 21SL-CC03736 (St. Louis County, Missouri, Circuit Court, Aug. 25, 2023) (\$6.1 million bank fee class settlement, including changes to future fee assessment practices). SJG's firm resume is attached hereto as **Exhibit 5**.

Attorneys' Fees and Costs

35. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. The **\$1,041,666.66** attorneys' fee award requested here, which represents 33.33% of the Settlement Fund, is well within the range generally approved in similar class actions.

36. Not only is this amount customary, but it is also supported by additional considerations, such as the risks Class Counsel undertook in pursuing these complex actions on a contingency basis, the significant results achieved for the Settlement Classes, the time and effort expended by Class Counsel, and the standard 33.33% amount that is routinely awarded in this type of banking fee litigation across the country, including by Class Counsel.

37. First, the risk of continued litigation was high. The Actions faced potential obstacles at all junctures that could have resulted in no recovery at all for the Settlement Classes, including

losing the motions to dismiss, class certification, summary judgment, at trial, or on appeal at either class certification or after a successful trial.

38. Additionally, the risk of protracted litigation would likely reduce the amount of the benefit ultimately obtained due to years of delay and increased cost of litigation.

39. Notwithstanding these hurdles, Class Counsel endeavored to take the Actions on a pure contingency fee basis, devoted significant time and resources, and chose to forego pursuing other cases as sources of income in the face of assuming the significant risk of nonpayment.

40. Class Counsel's commitment to prosecute the action notwithstanding the real financial risk presented warrants reasonable compensation.

41. Further, this case involved complexities of bank processing law that are novel, difficult, and ever evolving.

42. To illustrate, to Class Counsel's knowledge, no similar Relevant Fee claims have proceeded to trial. This means that there is no model for Plaintiffs' case and therefore, unforeseen pitfalls could easily derail the Settlement Classes' claims should they proceed through the rigors of litigation.

43. To even be able to identify the alleged challenged fees requires specialized knowledge by both experts and experienced complex litigation attorneys, as do the theories surrounding the alleged fees, not to mention the specialized knowledge of the class action procedure required to achieve certification, let alone settlement.

44. Class Counsel has expended significant time thus far in the prosecution of the Actions, from investigating Defendant's fee practices and gathering evidence in support of the claims resolved by the Settlement; interviewing potential clients; drafting the Complaints; litigating contentious motion to dismiss practice; drafting written discovery requests; informal

discovery; preparing for and attending mediation, including researching and drafting a mediation statement; engaging an expert to review Defendant's account-level transaction data and expert's analysis of potential damages; negotiating and drafting the Agreement with Defendant's counsel; moving for and obtaining Preliminary Approval; consulting and overseeing the Settlement Administrator's efforts to provide Notice to the Settlement Classes; and preparing the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards.

45. It is anticipated that Class Counsel will expend an additional 30 hours in securing Final Approval, final judgment, and ensuring the successful administration of the Settlement by working with the Settlement Administrator after Final Approval.

46. Further, Class Counsel have national reputations for their acquired skill in complex class action litigation, and particularly, in the context of banking fee litigation.

47. Additionally, Class Counsel regularly receives a 33.33% or higher fee from common fund settlements involving similar banking fee claims in state and federal courts throughout the nation.

48. Class Counsel advanced a total of **\$26,893.96** for litigation costs, contingent on the outcome of litigation, including: filing fees/service, pro hac vice fees, postage/courtier, mediation fees, consulting expert fees, and document related fees.

Service Award

49. Plaintiffs' efforts and involvement as the Class Representatives have benefited the Settlement Classes as a whole, as they have regularly consulted with Class Counsel, provided documents and information, reviewed pleadings, and participated in the settlement process. Without Plaintiffs' efforts, the total \$3,125,000.00 in monetary relief for the Settlement Classes would never have been achieved. Therefore, they should be awarded \$10,000.00 each for Service

Awards.

I declare under penalty of perjury that the foregoing is true of my own personal knowledge.

Executed in Indianapolis, Indiana this 29th day of August, 2025.

/s/ Lynn A. Toops
Lynn A. Toops

I declare under penalty of perjury that the foregoing is true of my own personal knowledge.

Executed in Oakland, California this 29th day of August, 2025.

/s/ Sophia G. Gold
Sophia G. Gold

I declare under penalty of perjury that the foregoing is true of my own personal knowledge.

Executed in Fort Lauderdale, Florida this 29th day of August, 2025.

/s/ Jonathan M. Streisfeld
Jonathan M. Streisfeld

I declare under penalty of perjury that the foregoing is true of my own personal knowledge.

Executed in Nashville, Tennessee this 29th day of August, 2025.

/s/ Martin F. Schubert
Martin F. Schubert

EXHIBIT 1

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Settlement Agreement and Release

Garcia et al. v. Midland States Bank, 2022-LA-0000104 (Winnebago Cnty., Ill. Cir. Ct.)

Enerson v. Midland States Bank, 2022LA56 (Grundy Cnty., Ill. Cir. Ct.)

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This Settlement Agreement and Release (“Settlement” or “Agreement”),¹ dated as of the last date on the signature page, is entered into by Plaintiffs Lindsey Garcia, Larry Benner, Michael Lungo, and Stephanie Enerson on behalf of themselves and on behalf of the Settlement Classes, and Defendant Midland States Bank. The Parties hereby agree to the following terms in full settlement of the actions entitled *Garcia et al. v. Midland States Bank*, 2022-LA-0000104 (Winnebago Cnty., Ill. Cir. Ct.), and *Enerson v. Midland States Bank*, 2022-LA-0000056 (Grundy Cnty., Ill. Cir. Ct.).²

I. Recitals***Garcia, et al. v. Midland States Bank***

1. On April 8, 2022, Plaintiff Garcia commenced the first state court action against Defendant on behalf of herself and a putative class of Illinois Accountholders of Midland States Bank and Alpine Bank & Trust Co. (which Midland State Bank acquired). After Plaintiffs Benner and Lungo initiated a separate action, Plaintiffs’ counsel agreed to work together and ultimately filed a Third Consolidated Amended Complaint in *Garcia* on October 27, 2022, alleging Defendant improperly assessed certain OD Fees and NSF Fees, specifically APSN Fees and Retry Fees.

2. On December 8, 2022, Defendant moved to dismiss the Third Consolidated Amended Complaint, which the Parties fully briefed. Following a hearing on that motion, on April

¹ All capitalized terms herein have the meanings ascribed to them in Section II or various places in the Agreement.

² Subsequent to the execution of this Settlement Agreement, the parties intend to move to consolidate the *Enerson* matter into the *Garcia* matter, such that there will be only one case pending in Winnebago County containing all of the claims raised in the underlying *Enerson* and *Garcia* matters. This Settlement Agreement is intended to cover the claims, facts alleged, and causes of action brought in *Enerson* and *Garcia* cases, both as separate actions and when they are ultimately consolidated into one action.

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21, 2023, the Court denied in part and granted in part that motion.

3. Thereafter, the Parties to *Garcia* agreed to stay the litigation in an effort to focus on a potential settlement of the class claims. The Court stayed the case in an order on June 27, 2023, and extended the stay in an order dated March 14, 2024.

Enerson v. Midland States Bank

4. On September 23, 2022, Plaintiff Enerson commenced an action against Defendant on behalf of herself and a putative class of Illinois Accountholders challenging Midland States Bank and Centru Bank's (which Midland State Bank acquired) assessment of certain OD Fees and NSF Fees, specifically APSN Fees and Fees-On-Fees.

5. On December 9, 2022, Defendant moved to dismiss the Class Action Complaint, which the Parties fully briefed. Following a May 30, 2023 hearing on that motion, the Court denied that motion.

6. Thereafter, the Parties to *Enerson* agreed to stay the litigation in an effort to focus on a potential settlement of the class claims. The Court stayed the case in an order on July 19, 2023.

7. The Parties to *Enerson* subsequently stipulated to allow Plaintiff Enerson to amend her pleading, which the Court approved on December 12, 2023. On December 18, 2023, the Court also approved a stay to extend Defendant's deadline to respond to the Amended Class Action Complaint.

Discovery and Mediation

8. One the stays were entered in both *Garcia* and *Enerson*, the Parties engaged in cooperative and coordinated informal discovery and pre-mediation negotiations.

9. To facilitate settlement negotiations, Defendant retained an expert to analyze Account-level transaction data Defendant possessed for Midland States Bank, Alpine Bank &

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Trust Co., and Centru Bank Accountholders to identify which of those Accountholders had been assessed APSN Fees, Retry Fees, and/or Fees-On-Fees, and to determine the amount of such Fees that had been assessed to those Accountholders during the relevant time period.

10. Plaintiffs' counsel retained an experienced expert to review Defendant's expert's methodologies and the Account-level transaction data available.

11. On August 20, 2024, the Parties participated in a full day mediation with the Honorable Morton Denlow (Ret.). At this mediation, the Parties reached an agreement in principle to settle the Actions and signed a binding Term Sheet.

12. The Parties now agree to settle the Actions in their entirety, without any admission of liability, with respect to all Released Claims of the Releasing Parties. In doing so, the Parties have agreed (a) to dismiss *Enerson* without prejudice and to add Plaintiff Enerson as a named Plaintiff in *Garcia* so that the Parties may seek approval of a class action settlement in one court, the Winnebago County, Illinois Circuit Court; (b) for Plaintiffs to file a Fifth Consolidated Amended Class Action Complaint in *Garcia* to include all theories of liability, and Defendant will not oppose the motion for leave to amend the pleading; and (c) for Plaintiffs to then seek preliminary and final approval of the Settlement terms set forth herein in *Garcia*. Defendant agrees to the tolling of any applicable statute of limitations based on when the earliest action asserting that theory was filed. Defendant agrees not to remove the Fifth Consolidated Amended Class Action Complaint to federal court.

13. The claims in *Garcia* and *Enerson* will proceed together, including if the Settlement is terminated or does not receive Final Approval, as contemplated by this Agreement.

14. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the operative pleadings in the Actions,

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and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the operative pleadings, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted pertaining to APSN Fees, Fees-On-Fees, and Retry Fees. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement individually and on behalf of those similarly situated to liquidate and recover on the claims asserted in the operative pleadings, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede the claims alleged lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

15. “Account” means any personal checking account maintained by Midland States Bank, Alpine Bank & Trust Co., or Centruue Bank.

16. “Accountholder” means any person who is or was listed as an owner of an Account during the Class Period.

17. “ACH debit” means an Automated Clearinghouse debit.

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18. “Actions” mean the following class action lawsuits: *Garcia et al. v. Midland States Bank*, 2022-LA-0000104 (Winnebago Cnty., Ill. Cir. Ct.), and *Enerson v. Midland States Bank*, 2022-LA-0000056 (Grundy Cnty., Ill. Cir. Ct.).

19. “Alpine APSN Fee Class” means all Accountholders who, from April 8, 2012, through February 28, 2018, were Alpine Bank & Trust Co. personal checking Accountholders in Illinois and were assessed an OD Fee on a Debit Card Transaction that was authorized on a sufficient available balance and settled on negative funds in the same amount for which the Debit Card Transaction was authorized.

20. “Alpine Retry Fee Class” means all who, from April 8, 2012, through February 28, 2018, were Alpine Bank & Trust Co. personal checking Accountholders in Illinois and were assessed multiple NSF Fees, or one or more NSF Fees followed by an OD Fee related to a single check, ACH, wire transfer, or other item.

21. “Application for Attorneys’ Fees, Costs, and Service Awards” means the application to be submitted to the Court by Class Counsel, as part of the Motion for Final Approval, requesting an award of attorneys’ fees for Class Counsel, reimbursement of litigation costs incurred by Class Counsel, and a Service Award for each of the Class Representatives.

22. “APSN Fee” means an OD Fee assessed on a signature point of sale Debit Card Transaction that was authorized on a sufficient available balance and settled on negative funds in the same amount for which the Debit Card Transaction was authorized during the Class Period.

23. “Centrue APSN Fee Class” means all Accountholders who, from April 8, 2012, through June 12, 2017, were Centrue Bank personal checking Accountholders in Illinois and were assessed an OD Fee on a Debit Card Transaction that was authorized on a sufficient available balance and settled on negative funds in the same amount for which the Debit Card Transaction

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was authorized.

24. “Check” means an original paper check or substitute check.

25. “Class Counsel” means: Lynn Toops of Cohen & Malad, LLP, Sophia Gold of KalieGold PLLC; Jonathan Streisfeld of Kopelowitz Ostrow P.A.; and Marty Schubert of Stranch, Jennings & Garvey PLLC.

26. “Class Periods” means the periods of time identified in the definitions of each of the Settlement Classes.

27. “Class Representatives” means Lindsey Garcia, Larry Benner, Michael Lungo, and Stephanie Enerson.

28. “Court” means the Winnebago County, Illinois Circuit Court.

29. “Current Accountholder” means a Settlement Class member who is an Accountholder as of the Effective Date as specified herein.

30. “Debit Card” means a card or similar device issued or provided by Midland States Bank, Alpine Bank & Trust Co., or Centru Bank, including a debit card, check card, or automated teller machine card, that can or could be used to debit funds from an Account by point of sale transactions.

31. “Debit Card Transaction” means a point of sale transaction using a Debit Card.

32. “Defendant” means Midland States Bank, Alpine Bank & Trust Co. k/n/a Midland States Bank, and Centru Bank k/n/a Midland States Bank.

33. “Defendant’s Counsel” means Scott Porterfield and Carmel Dooling of Barack Ferrazzano Kirschbaum & Nagelberg LLP.

34. “Effective Date” means 10 days after the entry of the Final Approval Order provided no objections are made to this Agreement. If there are objections to the Agreement, then

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the Effective Date shall be the later of: (a) 10 days after time period to appeal the Final Approval Order has expired without an appeal being filed; or (b) if appeals are taken from the Final Approval Order, then the earlier of 10 days after the entry of an order dismissing the appeal or 10 days after the appeal has been finally resolved in the appellate court of last resort without any right to appeal or seek further review from another appellate court.

35. “Email Notice” means a short form of notice that shall be sent by email to Accountholders in one or more of the Settlement Classes who agreed to receive electronic communications by email from Defendant, in the form attached as ***Exhibit 1***.

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

37. “Fees-On-Fees” means an OD Fee or an NSF Fee on a third-party merchant’s attempt to collect its own fee.

38. “Final Approval” means the date the Court enters the Final Approval Order granting final approval to the Settlement and determines the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

39. “Final Approval Hearing” is the hearing held before the Court wherein the Court will consider granting Final Approval to the Settlement and further determine the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Award to each of the Class Representatives.

40. “Final Approval Order” means the final order that the Court enters granting Final Approval to the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately,

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determining the amount of attorneys' fees and costs awarded to Class Counsel and the amount of any Service Award to each of the Class Representatives.

41. "Long Form Notice" means the form of notice that shall be posted on the Settlement Website created by the Settlement Administrator and shall be available on request made to the Settlement Administrator in the form attached as *Exhibit 2*.

42. "Midland APSN Fee Class" means all Accountholders who, from April 8, 2012, through April 30, 2022, were Midland States Bank personal checking Accountholders in Illinois and were assessed an OD Fee on a Debit Card Transaction that was authorized on a sufficient available balance and settled on negative funds in the same amount for which the Debit Card Transaction was authorized.

43. "Midland Fees-On-Fees Class" means all Accountholders who, from April 8, 2012, through April 30, 2022, were Midland States Bank personal checking Accountholders in Illinois and were assessed an OD Fee or an NSF Fee on a third-party merchant's attempt to collect its own fee.

44. "Motion for Final Approval" means the motion requesting the Court grant Final Approval to the Settlement pursuant to 735 ILCS 5/2-801, *et. seq.* The Motion for Final Approval will include the Application for Attorneys' Fees and Costs and Service Awards.

45. "Motion for Preliminary Approval" means the motion requesting the Court grant Preliminary Approval to the Settlement pursuant to 735 ILCS 5/2-801, *et. seq.*

46. "Net Settlement Fund" means the Settlement Fund, minus Court-approved attorneys' fees and costs, any Settlement Administration Costs, and any Court-approved Service Awards to Plaintiffs, allocated between the Settlement Classes.

47. "Notice" means the Email Notice, Postcard Notice, and Long Form Notice that the

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Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement.

48. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Postcard Notice, Email Notice, and Long Form Notice, which shall be substantially in the forms as the exhibits to this Agreement.

49. “NSF Fee” means any fee assessed to an Accountholder for an item that is not paid when the Account had insufficient funds.

50. “Objection Period” means the period that begins the day after the earliest date on which the Notice is first distributed, and that ends no later than 30 days before the original date scheduled for the Final Approval Hearing. The deadline for the Objection Period will be specified in the Notice.

51. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first distributed, and that ends no later than 30 days before the original date set for the Final Approval Hearing. The deadline for the Opt-Out Period will be specified in the Notice.

52. “Overdraft Fee” or “OD Fee” means any fee assessed to an Accountholder for an item paid when the Account had insufficient funds.

53. “Party” means each of the Plaintiffs and Defendant, and “Parties” means Plaintiffs and Defendant collectively.

54. “Past Accountholder” means a Settlement Class Member who is not an Accountholder as of the Effective Date as specified herein.

55. “Plaintiffs” means Lindsey Garcia, Larry Benner, Michael Lungo, and Stephanie Enerson.

56. “Postcard Notice” means the short form of notice that shall be sent by mail to

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Accountholders who have not agreed to receive electronic communications from Defendant by email, or for whom the Settlement Administrator is unable to send Email Notice using the email address provided by Defendant, in the form attached as ***Exhibit 1***.

57. “Preliminary Approval” means the date the Court enters the Preliminary Approval Order.

58. “Preliminary Approval Order” means the order granting Preliminary Approval of this Settlement. The proposed Preliminary Approval Order shall be in a form agreed to by the Parties and shall be substantially in the form attached to the Motion for Preliminary Approval.

59. “Released Claims” means any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, arising out of or in any way related to the Action, or any of the facts, allegations, and claims asserted or which could have been asserted in the Actions related to APSN Fees assessed by Midland States Bank, Centru Bank, and Alpine Bank & Trust Co.; Retry Fees assessed by Alpine Bank & Trust Co.; Fees-on-Fees assessed by Midland States Bank; and NSF fees assessed by Alpine Bank & Trust Co.

60. “Released Parties” means Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, and successors.

61. “Releases” mean all the releases contained in Section XII hereof.

62. “Releasing Parties” mean Plaintiffs and all Settlement Class Members, and each of

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their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by entireties, agents, attorneys, and all those who claim through them or on their behalf.

63. “Relevant Fees” mean APSN Fees, Retry Fees, and Fees-On-Fees, as included in the Settlement Classes.

64. “Residual Funds” means the portion of the Net Settlement Fund that remains undistributed as further described in Section XI.

65. “Retry Fee” means an NSF Fee or OD Fee assessed related to a single, check, ACH, wire transfer, or other item after an NSF Fee was assessed.

66. “Service Award” means any Court ordered payment to Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Payment.

67. “Settlement Administrator” means Verita Global. The Settlement Administrator was chosen by Class Counsel with input from Defendant’s Counsel. Class Counsel and Defendant may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously granted Preliminary Approval or Final Approval. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

68. “Settlement Administration Costs” mean all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

69. “Settlement Classes” mean all members of the Alpine APSN Fee Class, Alpine Retry Fee Class, Centru APSN Fee Class, Midland APSN Fee Class, and Midland Fees-On-Fees Class. Excluded from the Settlement Classes is Defendant, its parents, subsidiaries, affiliates,

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officers and directors; all customers who make a timely election to opt-out; and all judges assigned to this litigation and their immediate family members.

70. “Settlement Class List” means the list of Potential Settlement Class Members who are to be sent Notice of the Settlement, and the list of Settlement Class Members following Final Approval to receive Settlement Class Member Payments.

71. “Potential Settlement Class Member” means any individual who qualifies for inclusion in one or more of the Settlement Classes.

72. “Settlement Class Member” means any member of one or more of the Settlement Classes who has not opted-out of the Settlement and who is entitled to the benefits of the Settlement, including a Settlement Class Member Payment.

73. “Settlement Class Member Payment” means the cash distribution that will be made from the Net Settlement Fund to each Settlement Class Member, pursuant to the allocation terms of the Settlement.

74. “Settlement Fund” means the \$3,125,000.00 common cash fund for the benefit of the Settlement Classes which is the amount that Defendant is obligated to pay under the Settlement. The “Settlement Fund” allocation to the Alpine APSN Fee Class, Alpine Retry Fee Class, Centru APSN Fee Class, Midland APSN Fee Class, and Midland Fees-On-Fees Class will be proportionate to the aggregate fees at issue in each of these classes.

75. “Settlement Website” means the website that the Settlement Administrator will establish as a means for Potential Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, Preliminary Approval Order, Final Approval Order, final judgment, and such other documents as the Parties agree to post or that the Court orders posted on the website. These

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documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be determined by the Settlement Administrator, and approved by Class Counsel and Defendant in writing. The Settlement Website shall not include any advertising and shall not bear or include the Defendant's logo or Defendant's trademarks.

III. Certification of the Settlement Class

76. For settlement purposes only, Plaintiffs will move for, and Defendant will not oppose, Preliminary Approval and Final Approval of the Settlement Class.

IV. Settlement Consideration and Escrow Account

77. Subject to approval by the Court, Defendant shall establish the cash Settlement Fund of \$3,125,000.00. Within 10 days of the Court's entry of the Preliminary Approval Order, Defendant will deposit into an Escrow Account established by the Settlement Administrator an amount equal to the Settlement Fund. The Settlement Fund shall be used to pay Settlement Class Members their respective Settlement Class Member Payments; any and all attorneys' fees and costs awarded to Class Counsel; any Service Award to each of the Class Representatives; and all Settlement Administration Costs. The deductions from the Settlement Fund for attorneys' fees and costs, Service Awards and Settlement Administration Costs will be pro rata based on the allocated amount for each of the Settlement Classes. Defendant shall not be responsible for any other payments under this Agreement.

78. For avoidance of doubt, it is agreed by the Parties that a Settlement Class Member may be a member of more than one of the Settlement Classes based on Defendant's records of the Relevant Fees charged to the Settlement Class Member. Eligibility for a Settlement Class Member Payment requires that the Settlement Class Member have paid one or more Relevant Fees.

V. Settlement Approval

79. Upon execution of this Agreement by all Parties, Class Counsel shall promptly file

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a Motion for Preliminary Approval of this Settlement. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class pursuant to 735 ILCS 5/2-801, *et. seq.* for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the procedures set forth herein below for Potential Settlement Class Members to opt-out from the Settlement Class or for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; (5) stay the Actions pending Final Approval of the Settlement; and (6) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

VI. Discovery and Settlement Data

80. Class Counsel and Defendant have already engaged in significant discovery related to liability and damages. Defendant has identified the Accounts that were assessed Relevant Fees and shall create the Settlement Class List. Defendant will make available to Class Counsel and its expert data that identifies the Accounts with Relevant Fees. Defendant bears the cost of having extracted and paid to analyze the necessary data to create the Settlement Class List. Class Counsel shall be responsible for paying Class Counsel's expert, subject to Class Counsel's right to seek an award of their expert's costs from the Court from the Settlement Fund. Because Plaintiffs' expert will not have access to Potential Settlement Class Member names, Account numbers, email addresses, and mailing addresses, Defendant will provide identification information in the Settlement Class List to the Settlement Administrator, who will then use that list to provide Notice

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and to administer the Settlement. Defendant shall deliver the Settlement Class List to the Settlement Administrator no later than 21 days after entry of the Preliminary Approval Order.

VII. Settlement Administrator

81. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including effectuating the Notice Program and distributing the Settlement Fund as provided herein.

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

a. Use the Settlement Class List in connection with the Notice Program approved by the Court, for the purpose of distributing the Postcard Notice, Email Notice, and Long Form Notice, and later mailing distribution checks to Past Accountholders Settlement Class Members, and to Current Accountholder Settlement Class Members where it is not feasible or reasonable for Defendant to make the payment by a credit to the Settlement Class Members' Accounts;

b. Establish and maintain a post office box for opt-out requests from Potential Settlement Class Members;

c. Establish and maintain the Settlement Website and maintain an email address to which Potential Settlement Class Members may send inquiries to the Settlement Administrator;

d. Establish and maintain an automated toll-free telephone line for Potential Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Potential Settlement Class Members who call with or otherwise communicate such inquiries;

e. Respond to any mailed Potential Settlement Class Member inquiries;

f. Process all opt-out requests from the Settlement Class;

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g. Provide weekly reports to Class Counsel and Defendant that summarizes the number of opt-out requests received that week, the total number of opt-out requests received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, prepare an affidavit or declaration to submit to the Court confirming the Notice Program was completed, describing how the Notice Program was completed, providing the names of each Potential Settlement Class Member who timely and properly opted-out from the Settlement Classes, and providing other information as may be necessary to allow the Parties to seek and obtain Final Approval.

i. Distribute Settlement Class Member Payments by check to Past Accountholder Settlement Class Members and to Current Accountholder Settlement Class Members where it is not feasible or reasonable for Defendant to make the payment by a credit to the Settlement Class Members' Accounts;

j. Provide to Defendant the amount of the Settlement Class Member Payments to Current Accountholder Settlement Class Members from the Settlement Fund and work with Defendant to initiate the Account credits of Settlement Class Member Payments to Current Accountholder Settlement Class Members.

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

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

VIII. Notice to Settlement Class Members

83. Within 30 days of Preliminary Approval of the Settlement and consistent with the schedule set in the Preliminary Approval Order, the Settlement Administrator shall implement the

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Notice Program provided herein, using the forms of Notice approved by the Court. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Potential Settlement Class Members may opt-out of the Settlement Classes; a date by which Settlement Class Members may object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees and Costs and Service Awards; the Final Approval Hearing location, date, and time; and the Settlement Website address at which Potential Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant. The Long Form Notice will be translated to Spanish language and a Spanish language notation will be made on the Postcard Notice and Email Notice regarding the available translated Long Form Notice. Within a reasonable time before initiating the Email Notice and Postcard Notice, the Settlement Administrator shall establish the Settlement Website.

84. The Long Form Notice also shall include a procedure for members of the Settlement Class to opt-out of the Settlement Classes, and the Email Notice and Postcard Notice shall direct Potential Settlement Class Members to review the Long Form Notice to obtain the instructions. A Potential Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing the opt-out request to the Settlement Administrator, provided the opt-out request is postmarked no later than the last day of the Opt-Out Period. Requests to opt-out of the Settlement must be sent by U.S. Mail or private courier (e.g., Federal Express) to the Settlement Administrator. The opt-out request must be personally signed by the Potential Settlement Class

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Member and contain the name, the last four digits of the account number(s), address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Classes. A Potential Settlement Class Member may opt out on an individual and personal basis only; so-called “mass” or “class” opt-outs shall not be allowed. Any Potential Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement. If an Account has more than one Accountholder, and if one Accountholder excludes himself or herself from the Settlement Classes, then all Accountholders on that account shall be deemed to have opted-out of the Settlement with respect to that Account, and no Accountholder shall be entitled to a payment under the Settlement.

85. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or to the Application for Attorneys’ Fees and Costs and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the instructions. Objections must be mailed to the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

86. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of the Action;
 - b. the objector’s full name, address, telephone number, and email address (if any);

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- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or the Application for Attorneys' Fees and Costs and Service Awards;
- e. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- f. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

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

87. Notice shall be provided to Settlement Class members in three different ways: (a) Email Notice to Accountholders for whom Defendant has email addresses if the Accountholder agreed to receive electronic communications from Defendant; (b) Postcard Notice to those Accountholders for whom Defendant does not have email addresses, for Accountholders who have not agreed to receive electronic communications from Defendant, or for which the Email Notice is returned undeliverable; and (c) Long Form Notice with greater detail than the Email Notice and Postcard Notice, which shall be available on the Settlement Website and/or via mail upon request

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by an Accountholder in the Settlement Class. Not all Accountholders in the Settlement Class will receive all three forms of Notice, as detailed herein.

88. The Email Notice, Postcard Notice, and Long Form Notice shall be in forms approved by the Court, and substantially similar to the notice forms attached hereto as ***Exhibits 1*** and ***2***. The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval.

89. Once the Settlement Administrator has the Settlement Class List, the Settlement Administrator shall send out Email Notice to all Settlement Class members receiving Notice by that method. The Settlement Administrator shall send the Email Notice to each such member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For those Accountholders in the Settlement Class for whom Defendant does not have email addresses, for those Accountholders who have not agreed to receive electronic communications from Defendant, or for whom the Email Notice is returned undeliverable, the Settlement Administrator shall run the physical addresses provided by Defendant through the National Change of Address Database and shall mail to all such Settlement Class members a Postcard Notice. The initial Mailed Postcard and Email Notice shall be referred to as "Initial Mailed Notice."

90. The Settlement Administrator shall perform reasonable address traces for initial Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through

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address traces (“Notice Re-Mailing Process”).

91. The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail and/or email. In addition to weekly updates to the Parties regarding the progress of the Notice Program and the declaration or affidavit by the Settlement Administrator in advance of the Final Approval Hearing and in support of the Motion for Final Approval, a summary report of the Notice Program shall be provided to the Parties three days prior to the Final Approval Hearing. The database maintained by the Settlement Administrator regarding the Notices shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be kept confidential, not be shared with any third party, and used only for purposes of implementing the terms of this Agreement. Protecting bank account information is in the best interest of the Settlement Classes.

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

IX. Final Approval Order and Judgment

93. Plaintiffs’ Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs’ Motion for Final Approval of the Settlement, and the Application for Attorneys’ Fees and Costs and Service Awards. In the Court’s discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or the Application for Attorneys’ Fees and Costs and Service Awards, provided the

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objectors submitted timely objections that meet all of the requirements listed in the Agreement. If the date or location of the Final Approval Hearing changes, that information will be included on the Settlement Website for the Settlement Class's benefit.

94. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and final judgment thereon, and whether to approve the Application for Attorneys' Fees and Costs and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Classes for settlement purposes only;
- c. Determine that the Notice provided satisfies 735 ILCS 5/2-803 and Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Calculation and Disbursement of Settlement Class Member Payments

95. The calculation and implementation of allocations of the Settlement Fund contemplated by this section shall be done by the Settlement Administrator using the information provided by Defendant for the purpose of compensating Settlement Class Members on a pro rata basis. The methodology provided for herein will be applied to the data as consistently, sensibly,

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and conscientiously as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations. Consistent with its contractual, statutory, and regulatory obligations to maintain the security of and protect its customers' private financial information, Defendant shall make available such data and information as may reasonably be needed by Class Counsel and the Settlement Administrator to confirm and/or effectuate the calculations and allocations contemplated by this Agreement. Class Counsel shall confer with Defendant's Counsel concerning any such data and information.

96. The Net Settlement Fund shall be paid pro rata to the Settlement Class Members using the following calculation:

- a. The dollar amount of the Net Settlement Fund divided by the total number of Relevant Fees paid by all Settlement Class Members, which yields a per-fee amount;
- b. Multiply the per-fee amount by the total number of Relevant Fees for each Settlement Class Member; and
- c. This results in the individual Settlement Class Member Payment amount.

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

98. Within 15 days after the Effective Date, the Settlement Administrator shall identify to Defendant the full amount of Settlement Class Member Payments, along with the amount of each Settlement Class Member Payment to be credited to Current Accountholders' Accounts.

99. As soon as practicable but no later than 60 days from the Effective Date, Defendant

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and the Settlement Administrator shall distribute the Net Settlement Fund to Settlement Class Members, as follows:

a. Settlement Class Member Payments to Current Accountholders shall be made by a credit to those Accountholders' Accounts maintained individually at the time of the credit. The Settlement Administrator shall transfer the funds necessary for Defendant to make these credits at least 10 days before Defendant's deadline to make the credits. Defendant shall notify Current Accountholders of any such credit on the Account statement on which the credit is reflected by stating "Fee Refund" or something similar. Defendant will bear any costs associated with implementing the credits and notification required by this paragraph. If by the deadline for Defendant to apply credits of Settlement Class Member Payments to Accounts Defendant is unable to complete certain credits, or it is not feasible or reasonable to make the payment by a credit, Defendant shall deliver the total amount of such unsuccessful Settlement Class Member Payment credits to the Settlement Administrator to be paid by check in accordance with subparagraph b. below.

b. Settlement Fund Payments to Past Accountholders will be made by check with an appropriate legend, in a form approved by Class Counsel and Defendant's Counsel, to indicate that it is from the Settlement Fund. Checks will be cut and mailed by the Settlement Administrator and will be sent to the addresses that the Settlement Administrator identifies as valid. Checks shall be valid for 120 days. For jointly held Accounts, checks will be payable to all Accountholders, and will be mailed to the first Accountholder listed on the Account. The Settlement Administrator will make reasonable efforts to locate the proper address for any intended recipient of Settlement Funds whose check is returned by the Postal Service as undeliverable (such as by running addresses of

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returned checks through the Lexis/Nexis database that can be utilized for such purpose), and will re-mail it once to the updated address, or, in the case of a jointly held Account, and in the Settlement Administrator's discretion, to an Accountholder other than the one listed first. In the event of any complications arising in connection with the issuance or cashing of a check, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. All costs associated with the process of printing and mailing the checks and any accompanying communication to Settlement Class Members shall be included in the Settlement Fund.

100. In no event shall any portion of the Settlement Fund revert to Defendant.

101. The amount of the Net Settlement Fund attributable to uncashed or returned checks sent by the Settlement Administrator shall be held by the Settlement Administrator for up to one year from the date that the Settlement Administrator mails the first distribution check.

102. All funds held by the Settlement Administrator shall be deemed and considered to be in custodia legis of the Court and remain subject to the jurisdiction of the Court until distributed pursuant to this Agreement.

103. All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

XI. Disposition of Residual Funds

104. If any Residual Funds remain resulting from uncashed checks 120 days after distribution to Settlement Class Members, the Settlement Administrator and Defendant will distribute said Residual Funds in a second distribution, in the same manner as the first distribution,

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to Settlement Class Members who received an Account credit or cashed a check in the first distribution, if the average amount of a such a second distribution would be greater than \$5.00 after deducting the costs of the second distribution.

105. If the average amount of a second distribution would be equal to or less than \$5, or if a second distribution has already been performed and Residual Funds still remain, the Settlement Administrator must distribute the Residual Funds pursuant to 735 ICLS 5/2-807(a) to one or more eligible organizations. The Motion for Final Approval and Final Approval Order shall contain the identity of the recipient(s) of the Residual Funds. The Parties agree to propose Land of Lincoln Legal Aid as the sole *cy pres* recipient.

XII. Releases

106. As of the Effective Date, Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged the Released Parties of and from the Released Claims.

107. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against any of the Released Parties in any forum, action, or proceeding of any kind.

108. Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the Released Claims, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-

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contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the release herein and that all of their claims in the Actions shall be released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement and/or never receives a Settlement Class Member Payment.

109. Nothing in this Agreement shall operate or be construed to release any claims by Settlement Class Members for bodily injury or under the Servicemembers Civil Relief Act.

110. Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of any lawsuit relating to such claims. Notwithstanding the forgoing, nothing in this Agreement shall be construed as a release or waiver of any obligation of any Class Representative, Settlement Class Member, or Class Counsel for any payment of monies due to the Defendant for any outstanding debts, loans, and credit obligations not expressly provided for in this Agreement. Any such debts, loans, and credit obligations shall be paid pursuant to the legal documents evidencing such debts, loans, or credit obligations and nothing contained herein modifies, extinguishes, or otherwise alters those obligations except as expressly stated in this Settlement Agreement.

XII. Payment of Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs.

111. Class Counsel may apply for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of reasonable litigation costs, to be approved by the Court, which Defendant agrees not to oppose. Any award of attorneys' fees and costs to Class Counsel shall be payable solely out of the Settlement Fund. The Parties agree that the Court's failure to

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approve, in whole or in part, any award for attorneys' fees and costs shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

112. The Application for Attorneys' Fees, Costs, and Service Award shall be filed contemporaneously with the Motion for Final Approval.

113. Within five days of the Court's entry of the Final Approval Order, the Settlement Administrator shall pay Class Counsel all Court-approved attorneys' fees and costs from the Settlement Fund. In the event the award of attorneys' fees and/or costs is reduced on appeal, or if the Effective Date does not occur (either because approval of the Settlement is overturned or the Agreement is terminated for any reason), Class Counsel shall reimburse the Settlement Fund, within 10 business days of the entry of the order reducing the attorneys' fees, overturning the approval of the Settlement on appeal, or the termination of the Agreement, the difference between the amount distributed and the reduced amount (in the event of a reduction) or the entirety of the amount (in the event approval is overturned or the Agreement is terminated).

114. After the attorneys' fees and costs have been paid to Class Counsel by the Settlement Administrator, Class Counsel shall be solely responsible for distributing each Class Counsel firm's allocated share of such fees and costs to that firm. Defendant shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed for payment of attorneys' fees and costs or any other payments from the Settlement Fund not specifically described herein.

115. In the event the Effective Date does not occur, or the attorneys' fees or cost award is reduced following an appeal, each counsel and their law firms who have received any payment of such fees or costs shall be jointly and severally liable for the entirety. Further, each counsel and their law firms consent to the jurisdiction of the Court for the enforcement of this provision.

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116. Defendant agrees that Class Counsel shall be entitled to move the Court to approve a Service Award to each of the Class Representatives in the amount of up to \$10,000.00, to be approved by the Court. The Service Award is to be paid by the Settlement Administrator to the Class Representatives within 10 days of the Effective Date. The Service Award shall be paid to the Class Representatives in addition to each Class Representative's Settlement Class Member Payment. Defendant agrees not to oppose Class Counsel's request for a Service Award for each Class Representative. The Parties agree the Court's failure to approve a Service Award, in whole or in part, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

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

118. Consistent with Section VII above, Settlement Administration Costs shall be paid from the Settlement Fund within 10 days after invoicing to and approval by the Parties. The Parties and the Settlement Administrator agree that any such costs incurred by the Settlement Administrator prior to funding of the Settlement Fund shall be deferred and not invoiced until the Settlement Fund has been funded.

XIII. Termination of Settlement

119. This Settlement may be terminated by either Plaintiff or Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 15 days (or such longer time as may be agreed in writing between the Parties) after any of the following occurrences:

- a. the Parties agree to termination;
- b. the Court rejects, materially modifies, materially amends, or changes, or declines to grant Preliminary Approval or Final Approval;

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c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;

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

e. the Effective Date does not occur; or

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

120. Defendant also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within 15 days after its receipt from the Settlement Administrator of any report indicating that the number of Settlement Class members who timely opt-out from the Settlement Class equals or exceeds 15% of the total Settlement Class members.

XIV. Effect of a Termination

121. The grounds upon which this Agreement may be terminated are set forth herein above. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Actions as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

122. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Actions or any other action or proceeding for

EXECUTION VERSION

any purpose. In such event, all Parties to the Actions shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court.

XV. No Admission of Liability

123. Defendant disputes its liability for the claims alleged in the Actions and maintains that its overdraft practices and representations concerning those practices complied, at all times, with applicable laws and regulations and the terms of the account agreements with its Accountholders. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

124. Plaintiffs and Class Counsel believe the claims asserted in the Actions have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant informal discovery, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Potential Settlement Class Members.

125. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind

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whatsoever.

126. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Potential Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Actions or in any proceeding in any court, administrative agency, or other tribunal.

127. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVI. Miscellaneous Provisions

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

129. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

131. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and

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certify to the Court that they have consulted.

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

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

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

135. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile, DocuSign, or through email of an Adobe PDF shall be deemed an original.

136. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of their agreement to render services in connection with this

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Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order.

137. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Lynn Toops
Cohen & Malad, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
ltoops@cohenandmalad.com
Class Counsel

Sophia Gold
KalielGold PLLC
490 43rd Street, No. 122
Oakland, CA 94609
sgold@kalielgold.com
Class Counsel

Jonathan M. Streisfeld
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd, Suite 500
Fort Lauderdale, FL 33301
streisfeld@kolawyers.com
Class Counsel

Marty Schubert
Stranch, Jennings & Garvey PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, Tennessee, 37203
mschubert@stranchlaw.com

Scott Porterfield
Carmel Dooling
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street

EXECUTION VERSION

Suite 3900
Chicago, IL 60606
scott.porterfield@bfkn.com
carmel.dooling@bfkn.com
Counsel for Defendant

The notice recipients and addresses designated above may be changed by written notice.

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

139. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

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

141. Representations by Class Counsel. By executing this Agreement, Class Counsel represent and warrant that: (1) they do not presently represent any clients who they know to have or claim to have any claims against Midland, Alpine, or Centruie that are the same as or similar to those alleged in any iteration of the underlying *Garcia* and *Enerson* cases; (2) they do not presently have any intention of seeking to represent any clients who have or claim to have any such claims against Midland, Alpine, or Centruie; and (3) they are not presently aware of any person or entity

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(other than Plaintiffs and the potential Class Members), including but not limited to any other attorney or law firm with whom Class Counsel has consulted, who has expressed or is expressing an interest in making such claims against Midland, Alpine, or Centru.

142. Agreement Mutually Prepared. Neither Defendant nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

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

EXECUTION VERSION

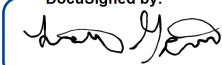
differences in facts or law, subsequently occurring or otherwise.

144. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

EXECUTION VERSION

Dated: 1/30/2025

DocuSigned by:

ABEB603E3EB94E3
Lindsey Garcia, Plaintiff

Dated: _____

Larry Benner, Plaintiff

Dated: _____

Michael Lungo, Plaintiff

Dated: _____

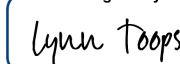
Stephanie Enerson, Plaintiff

Dated: _____

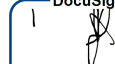
_____, for Midland States
Bank
Its _____

As To Form:

Dated: 1/31/2025

DocuSigned by:

D9B8B6938A374C0...
Lynn Toops
Cohen & Malad, LLP
Class Counsel

Dated: 1/31/2025

DocuSigned by:

898B65B0FF374A5...
Jonathan M. Streisfeld
Kopelowitz Ostrow P.A.
Class Counsel

Dated: 12/19/2024



Sophia Gold
KalielGold PLLC
Class Counsel

Dated: _____

Marty Schubert
Stranch, Jennings & Garvey PLLC
Class Counsel

Dated: _____

Scott Porterfield
Barack Ferrazzano Kirschbaum & Nagelberg
LLP
Counsel for Defendant

EXECUTION VERSION

Dated: _____

Dated: 1/13/2025 | 7:58 AM PST

Dated: 1/8/2025 | 10:13 AM PST

Dated: 1/3/2025

Dated: _____

As To Form:

Dated: 1/6/2025 | 7:35 AM PST

Dated: 1/3/2025 | 1:54 PM PST

Dated: _____

Dated: 1/3/2025 | 3:46 PM CST

Dated: 1/8/2025 | 2:59 PM CST

Lindsey Garcia, Plaintiff

DocuSigned by:
Larry Benner

Larry Benner, Plaintiff

DocuSigned by:
Michael Lungo

Michael Lungo, Plaintiff

Signed by:
Stephanie Emerson

Stephanie Emerson, Plaintiff

_____, for **Midland States Bank**
Its _____

DocuSigned by:
Lynn A. Toops

Lynn Toops
Cohen & Malad, LLP
Class Counsel

DocuSigned by:
Jonathan M. Streisfeld

Jonathan M. Streisfeld
Kopelowitz Ostrow P.A.
Class Counsel

Sophia Gold
KalielGold PLLC
Class Counsel

DocuSigned by:
Marty Schubert

Marty Schubert
Stranch, Jennings & Garvey PLLC
Class Counsel

DocuSigned by:
Scott Porterfield

Scott Porterfield
Barack Ferrazzano Kirschbaum & Nagelberg LLP
Counsel for Defendant

EXECUTION VERSION

Dated: _____

Lindsey Garcia, Plaintiff

Dated: _____

Larry Benner, Plaintiff

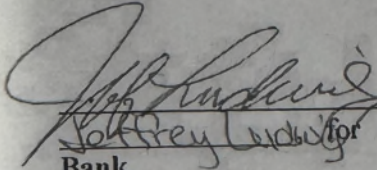
Dated: _____

Michael Lungo, Plaintiff

Dated: _____

Stephanie Enerson, Plaintiff

Dated: _____



Jeffrey Ludwig for Midland States
Bank
Its Chief Executive Officer

As To Form:

Dated: _____

Lynn Toops
Cohen & Malad, LLP
Class Counsel

Dated: _____

Jonathan M. Streisfeld
Kopelowitz Ostrow P.A.
Class Counsel

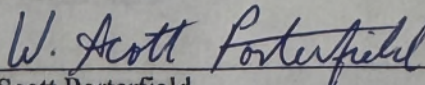
Dated: _____

Sophia Gold
KalielGold PLLC
Class Counsel

Dated: _____

Marty Schubert
Stranch, Jennings & Garvey PLLC
Class Counsel

Dated: 12-20-24



Scott Porterfield
Barack Ferrazzano Kirschbaum & Nagelberg
LLP
Counsel for Defendant

EXECUTION VERSION

Exhibit 1 – Email and Postcard Notice

Garcia et al. v. Midland States Bank, Case No. 2022-LA-0000104

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

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

**IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH MIDLAND
STATES BANK, ALPINE BANK & TRUST CO., AND/OR CENTRUE
BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES
AND/OR NSF FEES DURING THE CLASS PERIODS, THEN YOU MAY
BE ENTITLED TO A PAYMENT FROM A CLASS ACTION
SETTLEMENT**

Para una notificación en Español, visitar [\[class settlement website\]](#)

The Circuit Court of Winnebago County, Illinois has authorized this Notice;
it is not a solicitation from a lawyer.

You may be a member of the Settlement Classes in *Garcia et al. v. Midland States Bank*, in which the plaintiffs allege that defendant Midland States Bank (successor in interest to Alpine Bank & Trust Co. and Centru Bank) improperly assessed certain overdraft fees and NSF fees during the Class Periods. If you are a member of one or more of the Settlement Classes (the Alpine APSN Fee Class, Alpine Retry Fee Class, Centru APSN Fee Class, Midland APSN Fee Class, and Midland Fees-On-Fees Class) and if the Settlement is approved, you may be entitled to receive a cash payment from the \$3,125,000.00 Settlement Fund. You may be a member of more than one of Settlement Classes.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on **[INSERT DATE]**. At that hearing, the Court will consider whether to grant Final Approval to the Settlement, and whether to approve payments from the Settlement Fund of up to \$10,000.00 for a Service Award to each of the Class Representatives; up to 33.33% of the Settlement Fund as attorneys' fees; and reimbursement of costs to the attorneys and the Settlement Administrator. If the Court grants Final Approval and you do not request to opt-out from the Settlement, you will release your right to bring any claims covered by the Settlement. In exchange, Defendant has agreed to issue a cash payment directly to you by account credit or check.

To obtain a more detailed explanation of the Settlement terms and other important documents, including the Long Form Notice, please visit **[INSERT WEBSITE ADDRESS]. Alternatively, you may call **[INSERT PHONE #]**.**

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

If you do not take any action, you will be legally bound by the Settlement and any orders or judgment entered in the Action, and will fully, finally, and forever give up any rights to prosecute certain claims against Midland States Bank, Alpine Bank & Trust Co., and Centru Bank.

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Exhibit 2

Garcia et al. v. Midland States Bank, Case No. 2022-LA-0000104

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

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

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH MIDLAND STATES BANK, ALPINE BANK & TRUST CO., AND/OR CENTRUE BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES OR NSF FEES (DESCRIBED BELOW) DURING THE CLASS PERIODS, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

The Circuit Court of Winnebago County, Illinois has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING AND RECEIVE A PAYMENT OR ACCOUNT CREDIT	If you have received this notice, you will receive a payment from the Settlement Fund if you do not opt out.
OPT-OUT FROM THE SETTLEMENT; RECEIVE NO PAYMENT OR ACCOUNT CREDIT, BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the Settlement or “opt out.” This means you choose not to participate in the Settlement. You will keep your individual claims against Midland States Bank (and as successor in interest to Alpine Bank & Trust Co. and Centruet Bank) but you will not receive a payment or account credit. If you opt-out from the Settlement, but want to recover against Midland States Bank (or Alpine Bank & Trust Co. and Centruet Bank), you will have to file a separate lawsuit or claim.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the Settlement. If the Settlement is approved and your objection is overruled by the Court, then you may receive a payment or account credit, and you will not be able to sue Midland States Bank (or Alpine Bank & Trust Co. and Centruet Bank) for the claims asserted in this litigation. If the Court agrees with your objection, then the Settlement may not be approved and the case may go forward into further litigation.

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

The Court in charge of this Action still has to decide whether to approve the Settlement. Payments and account credits will be provided if the Court approves the Settlement and after any appeals, if

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filed, are resolved. Please be patient.

BASIC INFORMATION**1. What is this lawsuit about?**

The lawsuit that is being settled is entitled *Garcia et al. v. Midland States Bank*, 2022-LA-0000104 (Winnebago Cnty., Ill. Cir. Ct.). The case is a “class action.” That means that the “Plaintiffs,” Lindsey Garcia, Larry Benner, Michael Lungo, and Stephanie Enerson, are acting on behalf of Accountholders of Midland States Bank, Alpine Bank & Trust Co., and Centru Bank who were assessed certain overdraft fees and NSF fees during the Class Periods described in the definitions of the Settlement Classes in Question 2 below. Midland States Bank acquired Alpine Bank & Trust Co. and Centru Bank and assumed the liabilities of those financial institutions.

The Plaintiffs claim Midland States Bank, Alpine Bank & Trust Co., and/or Centru Bank, as detailed in Question 2, improperly charged the following (“Relevant Fees”): (1) an overdraft fee on signature point of sale Debit Card Transactions that authorized on a sufficient available balance and settled on negative funds in the same amount for which the Debit Card Transaction was authorized (“APSN Fee”); (2) an overdraft fee or an NSF Fee on a third-party merchant’s attempt to collect its own fee (“Fee-On-Fee”); and (3) an NSF Fee or overdraft fee assessed related to a single, check, ACH, wire transfer, or other item after an NSF Fee was assessed (“Retry Fee”). The operative petition alleges Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing, Unjust Enrichment, and violations of the Illinois Consumer Fraud and Deceptive Business Practices Act. Midland States Bank contends that it, Alpine Bank & Trust Co., and Centru Bank assessed these fees in accordance with the terms of the account agreements and applicable law.

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

You received this Notice because Midland States Bank’s, Alpine Bank & Trust Co.’s, and/or Centru Bank’s records indicate you were charged one or more Relevant Fees. You may be a member of one or more of the Settlement Classes (Alpine APSN Fee Class, Alpine Retry Fee Class, Centru APSN Fee Class, Midland APSN Fee Class, and Midland Fees-On-Fees Class). The Court directed that this Notice be available to be sent to all Settlement Class members because each Settlement Class member has a right to know about the proposed Settlement and the options available to him, her, or it before the Court decides whether to approve the Settlement.

The “Alpine APSN Fee Class” includes all Accountholders who, from April 8, 2012, through February 28, 2018, were Alpine Bank & Trust Co. personal checking Accountholders in Illinois and were assessed one or more APSN Fees.

The “Alpine Retry Fee Class” includes all Accountholders who, from April 8, 2012, through February 28, 2018, were Alpine Bank & Trust Co. personal checking Accountholders in Illinois and were assessed one or more Retry Fees.

The “Centru APSN Fee Class” includes all Accountholders who, from April 8, 2012, through

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June 12, 2017, were Centrue Bank personal checking Accountholders in Illinois and were assessed one or more APSN Fees.

The “Midland APSN Fee Class” means all Accountholders who, from April 8, 2012, through April 30, 2022, were Midland States Bank personal checking Accountholders in Illinois and were assessed one or more APSN Fees.

The “Midland Fees-On-Fees Class” means all Accountholders who, from April 8, 2012, through April 30, 2022, were Midland States Bank personal checking Accountholders in Illinois and were assessed one or more Fees-On-Fees.

3. Why did the parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Class Representatives’ and their lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, these lawyers, known as Class Counsel, make this recommendation to the Class Representatives. The Class Representatives have the duty to act in the best interests of the class as a whole and, in this case, it is their belief, as well as Class Counsel’s opinion, that this Settlement is in the best interest of all Settlement Class members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that Midland States Bank, Alpine Bank & Trust Co., and/or Centrue Bank was contractually and otherwise legally obligated not to assess overdraft and NSF fees in the manner alleged in the lawsuit, and, even if it was, there is uncertainty about whether the claims are subject to other defenses that might result in no or less recovery to Settlement Class members. Even if the Class Representatives were to win at trial, there is no assurance that the Settlement Class members would be awarded more than the current Settlement amount and it may take years of litigation before any payments would be made. By settling, the Settlement Class members will avoid these and other risks and the delays associated with continued litigation.

While Midland States Bank disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in litigation.

WHO IS IN THE SETTLEMENT

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

If you received this notice, then Midland States Bank’s, Alpine Bank & Trust Co.’s, and/or Centrue Bank’s records indicate that you are a member of one or more of the following Settlement Classes: Alpine APSN Fee Class, Alpine Retry Fee Class, Centrue APSN Fee Class, Midland APSN Fee Class, and Midland Fees-On-Fees Class. As a member of any of the Settlement Classes, you may be entitled to receive a payment or credit to your Account.

YOUR OPTIONS

EXECUTION VERSION**5. What options do I have with respect to the Settlement?**

You have three options: (1) do nothing and you will receive a payment or account credit according to the terms of this Settlement; (2) exclude yourself from the Settlement (“opt-out” of it); or (3) participate in the Settlement but object to it. Each of these options is described in a separate section below. In addition, you may enter an appearance by hiring your own counsel.

6. What are the critical deadlines?

There is no deadline to receive a payment or account credit. If you do nothing and the Settlement is approved, then you will get a payment or account credit.

The deadline for sending a letter to the Settlement Administrator to opt-out of the Settlement is [REDACTED].

The deadline to file a written objection with the Court to object to the Settlement is [REDACTED].

7. How do I decide which option to choose?

If you do not wish to participate in the Settlement and be sent a payment or account credit and be bound by the release, then you should opt-out. Likewise, if you believe you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting out.

If you believe the Settlement is unreasonable, unfair, or inadequate, then you can object to the Settlement terms, including Class Counsel’s application for an award of attorneys’ fees and costs or a Service Award to each of the Class Representatives. The Court will decide if your objection is valid. If the Court agrees, then the Settlement may not be approved and no payments or account credits will be made to you or any other member of the Settlement Classes. If your objection (and any other objection) is overruled, and the Settlement is approved, then you may still get a payment or account credit and will be bound by the Settlement.

If you want to participate in the Settlement, you need not do anything and you may receive a payment or account credit if the Court approves the Settlement.

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

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

EXECUTION VERSION**THE SETTLEMENT PAYMENT****9. How much is the Settlement?**

Midland States Bank has agreed to create a Settlement Fund of \$3,125,000.00 that will be allocated for the Settlement Classes proportionately. As discussed separately below, attorneys' fees, litigation costs, a Service Award to each of the Class Representatives, and the costs paid to a third-party Settlement Administrator to administer the Settlement (including mailing or emailing this notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund known as the Net Settlement Fund will be divided proportionally among all Settlement Class Members based on the amount of Relevant Fees they paid during the relevant Class Period(s).

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

Class Counsel will request an attorney fee be awarded by the Court of not more than 33.33% of the Settlement Fund). Class Counsel will also request reasonable costs incurred in prosecuting the case. The Court will decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

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

Class Counsel on behalf of the Plaintiffs has requested that the Court award the Class Representatives of up to \$10,000.00 each for their work in connection with this case and securing this Settlement on behalf of the Settlement Classes. The Court will decide if a Service Award is appropriate and, if so, the amount of the award.

12. How much of the Settlement Fund will be used to pay the Settlement Administrator's costs?

The Settlement Administrator estimates its costs at \$.

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

No. If you received this Notice, as long as you do not opt-out, if you are a Current Accountholder you will receive a credit to your Midland States Bank account or if you are Past Accountholder a check will be mailed to you at the last known address Midland States Bank has for you if you are entitled to payment. If your address has changed, you should provide your current address to the Settlement Administrator at the address set forth in Question 16, below. Excluding yourself from the Settlement means you choose not to participate in the Settlement. You will keep your individual claims against Midland States Bank, Alpine Bank & Trust Co., and/or Centru Bank, but you will not receive a payment. In that case, if you choose to seek recovery against Midland States Bank, Alpine Bank & Trust Co., and/or Centru Bank then you will have to file a separate lawsuit or

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claim.

14. When will I receive my payment or account credit?
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The Court will hold a Final Approval Hearing (explained below in Questions 22-24) on [REDACTED] to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments should be made within 60 days of the Effective Date. However, if someone objects to the Settlement, and the objection is sustained, then there may be no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal and it might take months or even years to have the appeal resolved, which would delay any of the Settlement's benefits.

15. How much will my payment or account credit be?

The balance of the Settlement Fund after deducting attorneys' fees and costs, the Service Awards and the Settlement Administration Costs, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments *pro rata* in accordance with the following formulas included in the Settlement Agreement:

- The dollar amount of the Net Settlement Fund divided by the total number of Relevant Fees paid by all Settlement Class Members, which yields a per-fee amount;
- Multiply the per-fee amount by the total number of Relevant Fees for each Settlement Class Member; and
- This results in the individual Settlement Class Member Payment amount.

Current Accountholders at the time the Settlement is effective and who are entitled to a Settlement Class Member Payment will receive a credit to their Accounts for the amount they are entitled to receive. Past Accountholders at the time the Settlement is effective and who are entitled to receive a Settlement Class Member Payment shall receive a check from the Settlement Administrator.

If any Residual Funds remain resulting from uncashed checks 120 days after distribution to Settlement Class Members, the Settlement Administrator and Midland States Bank will distribute said Residual Funds in a second distribution, in the same manner as the first distribution, to Settlement Class Members who received an account credit or cashed a check in the first distribution, if the average amount of a such a second distribution would be greater than \$5.00 after deducting the costs of the second distribution.

If the average amount of a second distribution would be equal to or less than \$5, or if a second distribution has already been performed and Residual Funds still remain, the Settlement Administrator must distribute the Residual Funds pursuant to 735 ICLS 5/2-807(a) to one or more eligible organizations. The Parties agree to propose Land of Lincoln Legal Aid as the sole *cy pres* recipient.

16. What am I giving up to stay in the Settlement?

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If you stay in the Settlement Class, all of the decisions by the Court will bind you, and you give Midland States Bank a “release.” A release means you cannot sue, continue to sue, or be part of any other lawsuit against Midland States Bank about the legal issues in this case. As of the Effective Date, you shall automatically be deemed to have fully and irrevocably released and forever discharged Midland States Bank of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, arising out of or in any way related to the Action, or any of the facts, allegations, and claims asserted or which could have been asserted in the Complaint related to APSN Fees assessed by Midland States Bank, Centru Bank, and Alpine Bank & Trust Co.; Retry Fees assessed by Alpine Bank & Trust Co.; Fees-on-Fees assessed by Midland States Bank; and NSF fees assessed by Alpine Bank & Trust Co..

EXCLUDING YOURSELF FROM THE SETTLEMENT**17. How do I opt-out from the Settlement?**

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

To opt out, you must send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Garcia, et al. v. Midland States Bank* class action.” Be sure to include your name, last four digits of your current or past account number, address, telephone number, and email address. Your opt-out request must be postmarked by [REDACTED], and sent to:

Garcia v. Midland States Bank Claims Administrator
c/o: Settlement Administrator
Attn: Opt-Out Request
P.O. Box _____
_____, _____

18. What happens if I opt-out of the Settlement?

If you opt out of the Settlement, you will preserve and not give up any of your rights to sue Midland States Bank for the claims alleged in this case. However, you will not be entitled to receive a payment or account credit from the Settlement.

In the event an account has multiple Accountholders and one such individual opts-out of the Settlement, all of the Accountholders will be deemed to have opted-out of the Settlement.

OBJECTING TO THE SETTLEMENT**19. How do I notify the Court that I do not like the settlement?**

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

- the name of the Action;
- the objector's full name, address, telephone number, and email address (if any);
- all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or the Application for Attorneys' Fees and Costs and Service Awards;
- any and all agreements that relate to the objection or the process of objecting— whether written or oral—between objector or objector's counsel and any other person or entity;
- the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- the objector's signature (an attorney's signature is not sufficient).

All objections must be post-marked no later than [REDACTED], and must be mailed to the Clerk of the Court, Class Counsel, and Midland States Bank as follows:

Garcia v. Midland States Bank Claims Administrator
c/o: Settlement Administrator
Attn: Objections
P.O. Box _____
_____, _____

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

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Classes, and asking the Court to reject it. You can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you may be entitled to a payment or account credit from the Net Settlement Fund if the Settlement is approved, but you will be bound by the release of claims you might have against Midland States

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Bank.

Opting-out is telling the Court that you do not want to be part of the Settlement, and you do not want to receive a payment or account credit or release claims you might have against Midland States Bank for the claims alleged in this lawsuit.

21. What happens if I object to the Settlement?

If the Court sustains your objection, or the objection of any other Settlement Class Member, then there may be no Settlement; provided, however, that an objection to Class Counsel's requested attorneys' fees and costs or to the requested Service Award amount, may result in approval of the Settlement but the award of a lower attorneys' fee and cost amount or lower Service Awards. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement. If the Court approves the Settlement, then the objector will participate in the Settlement. If the Court does not approve the Settlement, then there is no Settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at __:__ a.m./p.m. on [REDACTED] at the Circuit Court of Winnebago County, which is located at 400 West State Street, Rockford, IL 61101. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and how much each of the Class Representatives should get as Service Awards. The hearing may be virtual, in which case the instructions to participate shall be posted on the Settlement Website at [www.\[class settement website\].com](http://www.[class settement website].com). Also, if the date and/or location of the Final Approval Hearing changes, that information will be posted on the same website. Notice of the final judgment entered by the Court will be given on the Settlement Website.

23. Do I have to come to the hearing?

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

24. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 19, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing."

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

EXECUTION VERSION

The Court ordered that the lawyers and their law firms referred to in this notice as “Class Counsel,” Cohen & Malad, LLP; Kaliel Gold PLLC; Kopelowitz Ostrow P.A.; and Stranch, Jennings & Garvey PLLC, will represent you and the other Settlement Class Members.

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

No. Class Counsel will be paid directly from the Settlement Fund for the legal services provided to accomplish the Settlement for Settlement Class Members’ benefit. Class Counsels’ award of attorneys’ fees and costs is deducted from the Settlement Fund, reducing that amount in calculating the Net Settlement Fund that Settlement Class Members will be paid.

27. Who determines what the attorneys’ fees will be?

The Court will be asked to approve the amount of attorneys’ fees at the Final Approval Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. You may review the fee application at [\[WEBSITE\]](#) or view a physical copy at the Office of the Clerk for the Circuit Court for Winnebago County, Illinois.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [\[WEBSITE\]](#) or at the Office of the Clerk for the Circuit Court for Winnebago County, Illinois, by asking for the Court file containing the Motion For Preliminary Approval (the Settlement Agreement is attached to the motion).

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

Garcia, et al. v. Midland States Bank
Attn: Settlement Administrator

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

Lynn Toops
Cohen & Malad, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
ltoops@cohenandmalad.com

Sophia Gold
KalielGold PLLC
490 43rd Street, No. 122
Oakland, CA 94609
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Jonathan M. Streisfeld
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Fort Lauderdale, FL 33301
streisfeld@kolawyers.com

Marty Schubert
Stranch, Jennings & Garvey PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, Tennessee, 37203
mschubert@stranchlaw.com

EXECUTION VERSION

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF MIDLAND STATES BANK CONCERNING THIS NOTICE OR THE SETTLEMENT.

EXHIBIT 2



CohenMalad

TRIAL LAWYERS

One Indiana Square, Suite 1400 | Indianapolis, IN 46204
317.636.6481 | cohenmalad.com

**Complex
Litigation
Resume**

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Introduction

CohenMalad, LLP is a litigation firm founded in 1968 by a former Indiana Attorney General, a former United States Attorney and three other distinguished lawyers. With 30+ experienced attorneys, we litigate cases across multiple practice areas including: class action, mass torts and individual personal injuries, business litigation, family law, as well as commercial litigation and appeals.

CohenMalad, LLP enjoys a reputation as one of Indiana's leading class action law firms. Over the last 55 years, the firm has served as class counsel in numerous local, statewide, multi-state, nationwide, and even international class actions. We have also served in leadership positions in numerous multidistrict litigation matters. Our personal injury and medical malpractice trial lawyers have handled high-profile cases against medical providers who subjected hundreds of their patients to unnecessary procedures, sometimes leading to deaths.

Significant Class Actions

Lead Counsel, Co-lead Counsel, or Executive Committee

- ❖ *In re Holocaust Victim Assets Litigation*; Settlement of \$1.25 billion for claims relating to conversion of bank accounts and property of victims of the Holocaust during the Nazi era.
- ❖ *Raab v. R. Scott Waddell, in his official capacity as Commissioner of The Indiana Bureau of Motor Vehicles et al.*, Settlements (including settlement after trial and judgment) of approximately \$100 million in overcharges for motor vehicle and license fees.
- ❖ *In re Ready-Mixed Concrete Antitrust Litigation*; Settlements of over \$60 million for price fixing claims.
- ❖ *In re Iowa Ready-Mix Concrete Antitrust Litigation*; Settlement of over \$18 million for price fixing claims.
- ❖ *Moss v. Mary Beth Bonaventura, in her official capacity as Director of the Department of Child Services et al.* Settlement for underpayment of per diem subsidies owed to families who adopted special needs children out of foster care.
- ❖ *Bank Fee Litigation*. Litigation of hundreds of lawsuits against financial institutions for improper fee assessment and achieving dozens of settlements.

Significant Mass Tort Litigation

Leadership positions in federal multidistrict litigations and state court consolidations

- ❖ *Gilead Tenofovir Cases, JCCP No. 5043, Superior Court for the County of San Francisco, California*. CohenMalad, LLP is currently representing patients against Gilead Sciences who were prescribed its TDF-based drugs to treat HIV, for pre-exposure prophylaxis (PrEP) to mitigate HIV risk, or to treat Hepatitis, and suffered serious kidney and bone injuries.

- ❖ *In Re: Zofran (Ondansetron) Products Liability Litigation. Litigation on behalf of women who took Zofran while pregnant and gave birth to a baby who suffered from a serious birth defect. Litigation is currently pending.*
- ❖ *In re: Fresenius Granuflo/Naturalyte Dialysate Products. Litigation on behalf of dialysis patients alleging Fresenius' dialysis products caused cardiac injuries and death. \$250 million global settlement.*
- ❖ *Pain Pump Device Litigation. CohenMalad, LLP served in a National Coordinated Counsel role in litigation against pain pump manufacturers who marketed pain pumps to orthopedic surgeons for continuous intra-articular uses, despite the fact that intra-articular placement of the pain pump catheters was not approved by the FDA. The use of pain pumps in the joint space resulted in deterioration of cartilage, severe pain, loss of mobility or decreased range of motion and use of shoulder.*
- ❖ *In Re: Prempro Products Liability Litigation. Litigation on behalf of women who took the hormone replacement therapy drug Prempro manufactured by Wyeth and suffered strokes, heart attacks, endometrial tumors or breast cancers. Global settlement for more than \$890 million to settle roughly 2,200 claims.*

Significant Mass Medical Malpractice Actions

Co-Lead counsel for mass litigation

- ❖ *Mass tort medical malpractice cases involving over 280 claimants against an ENT physician settled for more than \$59 million.*
- ❖ *Mass tort medical malpractice cases involving more than 260 claimants against a Northwest Indiana cardiology group settled for more than \$67 million.*

Our Attorneys

Irwin B. Levin, Managing Partner



Irwin joined CohenMalad, LLP in 1978 and concentrates his practice in the areas of class action, mass torts and commercial litigation. Irwin served on the Executive Committee in litigation against Swiss Banks on behalf of Holocaust victims around the world which culminated in a historic \$1.25 billion settlement. He has also served as lead counsel in class action cases around the country since 1983 including two class action cases against the Indiana Bureau of Motor Vehicles, which settled for nearly \$100 million, and was Co-Lead Counsel in two major antitrust cases against the concrete industry. Those cases settled for over \$75 million. Irwin has also served in leadership in various MDL and mass tort cases such as Pain Pump and Hormone Therapy litigation. Irwin currently is counsel for dozens of Indiana cities and counties in litigation against companies responsible for the opioid epidemic.

David J. Cutshaw

David's practice includes both class action and mass medical malpractice litigation. He served as co-lead counsel to successfully negotiate over \$59 million in settlements for more than 280 plaintiffs against former ENT surgeon Mark Weinberger who performed unnecessary sinus surgeries, negligent surgeries, and abandoned his patients. Weinberger was sentenced to seven years in jail for health care fraud. David acted as co-lead counsel in 263 claims against a Northwest Indiana cardiology group alleged to have unnecessarily implanted pacemakers and defibrillators and performed unnecessary cardiac vessel stenting. Those claims were recently settled for over \$67 million. He has also tried numerous medical malpractice jury trials as first chair.

**Gregory L. Laker**

Greg is the chair of the personal injury practice group and oversees the firm's dangerous drug and defective medical device litigation team. Greg and his team have held leadership positions in several multidistrict litigations including *In re: Prem Pro Products Liability*, *Pain Pump Device Litigation*, *In re: Consolidated Fresenius Cases (Granuflo)*, *In re: Testosterone Replacement Therapy Products Liability*, and others. Greg also oversees the firm's sexual abuse litigation team and litigates cases involving molestation committed by perpetrators in institutional care facilities, sports and organizational groups, churches, schools, and doctor or medical offices.

Richard E. Shevitz

Richard is a co-chair of the class action practice group and handles a wide variety of class action lawsuits, including claims against insurance companies, governmental entities, and manufacturers. He led the trial court proceedings and handled the appeal of a class action on behalf of drivers who had been overcharged for fuel prices by a publicly held trucking company, which resulted in a judgment of approximately \$5 million which was upheld on appeal. He also played a key role in the historic class action litigation bringing Holocaust-era claims against Swiss banks, which resolved for \$1.25 billion, as well as the prosecution of Holocaust-related claims against leading German industrial enterprises, which were resolved through a \$5 billion fund.

**Lynn A. Toops**

Lynn is a co-chair of the class action practice group and focuses her practice on high-stakes consumer protection litigation. Lynn and her team are currently litigating hundreds of class actions against financial institutions across the country for the improper assessment of various fees and have returned over \$100 million to well over one million consumers.

Lynn is also a nationwide leader in data breach matters, and is currently litigating and settling dozens of those cases on behalf of consumers.

Lynn A. Toops, continued

Lynn also represents cities and counties across Indiana that are battling the opioid prescription epidemic via litigation against manufacturers and distributors of prescription opioids. Lynn also served in a leading role in litigation against the state of Indiana for failure to pay promised adoption subsidy payments to families who adopted special needs children out of the state's foster care program.



Scott D. Gilchrist

Scott is a class action attorney and concentrates his practice on antitrust, securities fraud, and consumer protection matters. Scott was a principal attorney in two antitrust cases against suppliers of ready-mixed concrete on behalf of small businesses, farmers and individuals. In re: Ready Mixed Concrete Antitrust Litigation, which Antitrust Litigation, which settled for more than \$18 million.

Vess A. Miller

Vess is a class action attorney and focuses his practice on consumer protection matters. He uncovered hundreds of illegal charges made by the Indiana BMV and gave closing arguments at trial. After a ruling for drivers, that case settled for over \$62 million in refunds. Vess has also successfully litigated predatory lending claims against payday lenders that charged interest rates exceeding 1,000% APR. He defeated arbitration clauses that would have left consumer with no recovery, and successfully defended the wins at the Indiana Court of Appeals, the Indiana Supreme Court, and ultimately the United States Supreme Court.



Gabriel A. Hawkins

Gabriel is a class action and complex litigation attorney. He is an integral part of the firm's mass medical malpractice litigation team. He helped represent over 280 plaintiffs in lawsuits against former ENT surgeon Mark Weinberger who performed unnecessary sinus surgeries, negligent surgeries, and abandoned his patients. Weinberger was sentenced to seven years in jail for health care fraud. Gabriel's work contributed to the successful \$59 million global settlement for these plaintiffs.

Lisa M. La Fornara

Lisa handles complex civil litigation, including class and representative actions, with a focus on consumer protection, financial services, and data security matters. Lisa has actively litigated hundreds of actions against financial institutions and has helped consumers recover tens of millions of dollars in improperly collected fee revenue.

Lisa has helped achieve leading settlements in actions against companies that failed to protect their customers' most sensitive data, providing meaningful equitable and financial relief for victims who



Lisa M. La Fornara, continued

experienced or are likely to experience identity theft and fraud. Lisa has also uncovered and obtained refunds for consumers who were systematically underpaid by their insurers following the total loss of their vehicles, and as well as represented whistleblowers in *qui tam* and False Claims Act cases involving fraud against the government.



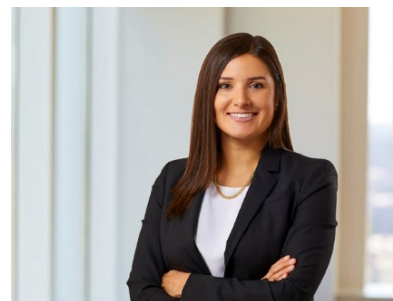
Natalie A. Lyons

Natalie focuses on complex and class action matters. She has represented consumer and civil rights plaintiffs in federal and state class actions around the country—including two federal civil rights trials that resulted in merits wins for plaintiffs. She has litigated against the federal Departments of Homeland Security and Education, state correctional agencies, and an array of commercial defendants. She is presently litigating complicated class actions in state and federal courts under consumer protection laws, the Telephone Consumer Protection Act, and state contract and fraud laws.

Prior to joining CohenMalad, LLP, Natalie advocated on behalf of marginalized communities in litigation, direct representation and policy advocacy at the Southern Poverty Law Center (Montgomery, AL), Housing & Economic Rights Advocates (Oakland, CA) and Equal Rights Advocates (San Francisco, CA). In her role as an advocate for racial and social justice, she has appeared on panels; authored reports, op-eds and white papers; and testified on behalf of legislation. Here in Indiana, she served on the 2017 Spirit & Place Festival panel: Liberty & Justice for All?

Amina A. Thomas

Amina is a partner on the Class Action team. Amina focuses the majority of her practice on privacy actions involving data breaches and the unlawful collection or disclosure of personal information. As part of the Firm's data breach litigation team, Amina has helped obtain recovery for thousands of individuals who have had their personal information leaked or unauthorizedly disclosed due to insufficient data security measures.



Prior to joining CohenMalad, LLP, Amina had the honor of serving as a judicial law clerk to the Honorable Judge Melissa S. May at the Indiana Court of Appeals and to the Honorable Judge Heather A. Welch at the Indiana Commercial Court. Amina's clerkship experience has given her command of courtroom procedure and commercial litigation.



Emily D. Herrin

Emily is class action attorney focused on complex litigation involving consumer protection matters. She litigates matters against financial institutions related to improperly collected fee revenue. Emily also represents consumers in data breach litigation against businesses who failed to properly safeguard sensitive client personal identifying information.

Edward ‘Ned’ B. Mulligan V

Ned handles product liability matters in the firm’s dangerous pharmaceutical drug and defective medical device practice group. He has served in mass tort leadership roles on several multidistrict litigations including, *In re: Testosterone Replacement Therapy Products Liability Litigation*, and *In re: Consolidated Fresenius Cases (Granuflo)*. Ned is a named member of the Plaintiff Steering Committee for *In re: Zofran (Ondansetron) Products Liability Litigation*. Ned has also written articles regarding mass tort litigation for Trial Magazine.

**Jonathon A. Knoll**

Jon is a product liability attorney in the firm’s dangerous pharmaceutical drug and defective medical device practice group. He has served in mass tort leadership roles for *Biomet Metal on Metal Hip Replacement System Litigation* in Indiana state court, *Gilead Tenofovir Cases*, JCCP No. 5043, as well as the multidistrict litigation *In re: Consolidated Fresenius Cases (Granuflo)*. Jon speaks nationally on various topics related to mass tort litigation and has also written articles regarding mass tort litigation for Trial Magazine.

Mallory K. Schiller

Mallory is a class action attorney with a focus on complex litigation at both state and federal levels. Her diverse legal background includes successfully representing clients in matters such as civil rights litigation, labor and employment litigation, commercial litigation, constitutional law, regulatory law, special education law, and contract disputes. Previously, Mallory has served as Assistant Attorney General in the Office of the Tennessee Attorney General and as a Federal judicial law clerk for the Eastern and Western Districts of Kentucky.

**Ian R. Bensberg**

Ian is a class action attorney focused on representing plaintiffs in consumer protection and data privacy cases. Prior to CohenMalad, Ian represented plaintiffs in complex cases of national importance at every level of the federal courts, including *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), *In re Social Media Adolescent Addiction/Personal Injury Products Liability Litigation*, MDL No. 3047 (N.D. Cal.), *TransUnion LLC v. Ramirez*, No. 20-297 (S. Ct.), and *Authors Guild v. OpenAI Inc.*, No. 1:23-cv-8292 (S.D.N.Y.).

Antitrust Cases

- ***In re Bromine Antitrust Litigation***, U.S. District Court, Southern District of Indiana.
Liaison Counsel for the class in price-fixing issue. Settlement valued at \$9.175 million.
- ***In re Ready-Mixed Concrete Antitrust Litigation***, U.S. District Court, Southern District of Indiana.
Co-Lead Counsel in a consolidated class action alleging a price-fixing conspiracy among all of the major Ready-Mixed Concrete suppliers in the Indianapolis area. The total settlements provided for a recovery of \$60 million, which allowed for a net distribution to class members of approximately 100% of their actual damages.
- ***In re Iowa Ready-Mix Concrete Antitrust Litigation***, U.S. District Court, District of Iowa.
Co-lead counsel in class action alleging a price-fixing conspiracy among major suppliers of Ready-Mixed Concrete in northwest Iowa and the surrounding states. Settlements totaled \$18.5 million, which allowed for a net distribution to class members of approximately 100% of their actual damages.

Consumer Protection Cases

- ***Raab v. R. Scott Waddell, in his official capacity as Commissioner of The Indiana Bureau of Motor Vehicles et al., and Raab v. Kent W. Abernathy, in his official capacity as Commissioner of The Indiana Bureau of Motor Vehicles et al.***, Marion County Indiana, Superior Court. Actions on behalf of Indiana drivers who had been systematically overcharged by the Indiana Bureau of Motor Vehicles for driver's licenses, registrations, and other fees. Achieved a combined total \$100 million recovery providing either credits or refund checks to over 4 million drivers in amounts that equaled the agreed overcharge amounts.
- ***Moss v. Mary Beth Bonaventura, in her official capacity as Director of The Indiana Department of Child Services, et al.***, LaPorte County Indiana, Superior Court.
Action on behalf of Indiana families that adopted special needs children from out of DCS foster care and who were denied an adoption subsidy payment. Achieved settlement over \$15 million providing checks to benefit over 1,880 special needs children, with the average settlement check near \$5,000 and a substantial number exceeding \$10,000.
- ***Coleman v. Sentry Insurance***, United States District Court, Southern District of Illinois.
Class action on behalf of insured for failure to honor premium discounted features of automobile insurance policy; Settled for \$5.7 million cash fund, with direct payments to class members averaging over \$550.
- ***Econo-Med Pharmacy v. Roche***, United States District Court for the Southern District of Indiana. \$17 million common fund recovery in TCPA class action.

- ***Plummer v. Nicor Energy Services Company***, U.S. District Court, Southern District of Indiana. Class counsel in multistate class action on behalf of utility customers for deceptive charges on utility bills. Resolved for \$12 million cash settlement.
- ***Price v. BP Products North America Inc.***, U.S. District Court, Northern District of Illinois. Class counsel in multi-state class action on behalf of motorists that purchased contaminated gasoline recalled by BP. Achieved settlement of \$7 million.
- ***Wilmoth et al. v. Celadon Trucking Services***, Marion County Indiana, Superior Court. Appointed Class Counsel and obtained judgment, which was upheld on appeal, for approximately \$5 million in favor of nationwide class of long-distance drivers who had compensation improperly withheld by Celadon from fuel purchases.
- ***Means v. River Valley Financial Bank, et al.***, Marion County Indiana, Superior Court. Action involving prepaid burial goods and services in Madison, Indiana. Cemetery owners and banks who served as the trustees for the prepaid burial funds violated the Indiana Pre-Need Act and other legal duties, which resulted in insufficient funds to provide class members' burial goods and services at death. Settlements valued at \$4 million were achieved to ensure that thousands of class members' final wishes will be honored.
- ***Meadows v. Sandpoint Capital, LLC***, and ***Edwards v. Apex 1 Processing, Inc.***, Marion County Indiana, Circuit Court. Class actions brought against internet-based payday lenders. Settlement provided reimbursement for fees and expenses that exceeded amounts permitted by the Indiana payday loan act.
- ***Edwards v. Geneva-Roth Capital, Inc.***, Marion County Indiana, Circuit Court. Class action brought against internet-based payday lenders. Achieved settlement over \$1 million providing checks for over 6,000 individuals.
- ***Colon v. Trinity Homes, LLC and Beazer Homes Investment Corp***, Hamilton County Indiana, Superior Court. Class counsel in statewide settlement providing for remediation of mold and moisture problems in over 2,000 homes. Settlement valued at over \$30 million.
- ***Whiteman v. Time Warner Entertainment Company, L.P.***, Marion County, Indiana, Superior Court. Successfully appealed to the Indiana Supreme Court challenging the application of the voluntary payment doctrine for class of cable subscribers. Following this victory, CohenMalad, LLP negotiated a multi-million-dollar settlement for class members.
- ***Hecht v. Comcast of Indianapolis***, Marion County Indiana, Circuit Court. Represented a class of Comcast cable subscribers challenging arbitrarily determined late fees as unlawful liquidated damages. Obtained a multi-million-dollar settlement on the eve of trial.
- ***Littell et al. v. Tele-Communications, Inc. (AT&T) et al.***, Morgan County, Indiana, Superior Court. Lead counsel in nationwide class action challenging late fee charges imposed by cable television companies. The total value of the nationwide settlement exceeded \$106 million.

- ***Bridgestone/Firestone, Inc., ATX, ATX II and Wilderness Tires Products Liability Litigation***, U.S. District Court, Southern District of Indiana.
Court-appointed Liaison Counsel and Executive Committee Member in consolidated litigation involving international distribution of defective tires.
- ***Tuck v. Whirlpool et al.***, Marion County, Indiana, Circuit Court.
Appointed Class Counsel in nationwide class action regarding defective microwave hoods. Settlement achieved in excess of \$7 million.
- ***Hackbarth et al. v. Carnival Cruise Lines***, Circuit Court of Dade County, Florida.
Class Counsel in nationwide action challenging cruise lines' billing practices. Settlement valued at approximately \$20 million.
- ***Kenro, Inc. v. APO Health, Inc.***, Marion County Indiana, Superior Court.
Appointed Class Counsel in case alleging violations of the Federal Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227. Settlement negotiated to create a common fund of \$4.5 million and provide benefits to class members of up to \$500 for each unsolicited fax advertisement received.
- ***Shilesh Chaturvedi v. JTH Tax, Inc. d/b/a Liberty Tax Service***, Court of Common Pleas, Allegheny County, Pennsylvania.
Class Counsel in case involving Federal Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227. Settlement valued at \$45 million.
- ***Kenro, Inc. and Gold Seal Termite and Pest Control Company v. PrimeTV, LLC, and DirectTV, Inc.***, Marion County Indiana, Superior Court.
Class Counsel in case involving the federal Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227. Following certification, the parties entered into nationwide settlement providing class members with benefits worth in excess of \$500 million.
- ***Econo-Med Pharmacy, Inc. v. Roche Diagnostics Corp. et al.***, U.S. District Court, Southern District of Indiana.
Class Counsel in Telephone Consumer Protection Act case alleging medical device company sent unsolicited junk faxes to 60,000 U.S. pharmacies. Settlement for \$17 million.
- ***McKenzie et. al. v. Allconnect, Inc.***, U.S. District Court, Eastern District of Kentucky.
Class action on behalf of consumers whose highly sensitive personally identifiable information was compromised as a result of a data breach. Settlement for \$500,000, five (5) years of credit monitoring services, and monetary payments of \$100 to each settlement class member.

Bank Fee Cases

- **Hill v. Indiana Members Credit Union**, Marion County Indiana, Superior Court.
Class action on behalf of credit union members who were improperly assessed (1) non-sufficient funds fees on accounts that were never actually overdrawn; (2) multiple non-sufficient funds fees on a single transaction; (3) out of network ATM withdrawal fees; and (4) ATM balance inquiry fees. Settlement for \$3 million.
- **Plummer v. Centra Credit Union**, Bartholomew County Indiana, Superior Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on accounts that were never actually overdrawn. Settlement for \$1.5 million.
- **Terrell et. al. v. Fort Knox Federal Credit Union**, Hardin County Kentucky, Circuit Court.
Class action on behalf of consumers who were improperly assessed (1) overdraft fees on transactions that were previously authorized on a sufficient available balance and (2) multiple insufficient funds fees on a single transaction. Settlement for \$4.5 million.
- **Martin v. L&N Federal Credit Union**, Jefferson County Kentucky, Circuit Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on accounts that had sufficient funds to cover the transactions. Settlement for \$2.575 million.
- **Cauley v. Citizens National Bank**, Sevier County Tennessee, Circuit Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on transactions that did not actually overdraw checking accounts. Settlement for \$500,000.
- **Norwood v. The Camden National Bank**, Cumberland County Maine, Business and Consumer Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on accounts that were never actually overdrawn and also on phantom transactions—where an accountholder never made a withdrawal request and where an account balance was never reduced. Settlement for \$1.2 million.
- **Tisdale v. Wilson Bank and Trust**, Davidson County Tennessee, Chancery Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on transactions that were previously authorized on an account with sufficient funds. Settlement for \$550,000.
- **Johnson et. al. v. Elements Financial Credit Union**, Marion County Indiana, Commercial Court.
Class action on behalf of consumers improperly assessed (1) overdraft fees on accounts that were never actually overdrawn; and (2) multiple insufficient funds fees on a single transaction. Settlement for \$775,000.
- **Holt v. Community America Credit Union**, U.S. District Court, Western District of Missouri.
Class action on behalf of consumers who were improperly assessed overdraft fees on accounts that were never overdrawn and multiple fees on a single item or transaction returned for insufficient funds. Settlement for \$2.325 million.

- ***Hawley et. al. v. ORNL Federal Credit Union***, Anderson County Tennessee, Circuit Court. Class action on behalf of consumers who were improperly assessed (1) overdraft fees on transactions that did not actually overdraw checking accounts; (2) overdraft fees on transactions made on the same day that a direct deposit should have been made available to cover the transaction subject to an overdraft fees; and (3) multiple non-sufficient funds fees on a single transaction. Settlement for \$470,000.
- ***Graves v. Old Hickory Credit Union***, Chancery Court of Tennessee. Action on behalf of credit union members charged overdraft fees on debit card and ATM transactions when the member's Available Balance was negative, but their Ledger Balance was positive. Settlement for \$500,000.

Human Rights Cases

- ***In re Holocaust Victims Assets Litigation***, U.S. District Court, Eastern District of New York. Selected as one of ten firms from the U.S. to serve on the Executive Committee in the prosecution of a world-wide class action against three major Swiss banks to recover assets from the Nazi era. This litigation resulted in a \$1.25 billion settlement in favor of Holocaust survivors.
- ***Kor v. Bayer AG***, U.S. District Court, Southern District of Indiana. Action against an international pharmaceutical company for participating in medical experiments on concentration camp inmates during World War II. This action was resolved as part of a \$5 billion settlement negotiated under the auspices of the governments of the U.S. and Germany and led to the creation of the *Foundation for Remembrance, Responsibility and the Future*.
- ***Vogel v. Degussa AG***, U.S. District Court, District of New Jersey. Action against a German industrial enterprise for enslaving concentration camp inmates during World War II for commercial benefit. This action also was resolved in connection with the settlement which created the *Foundation for Remembrance, Responsibility and the Future*.

Health Care/Insurance Cases

- ***In re Indiana Construction Industry Trust***, Marion County, Indiana, Circuit Court. Lead Counsel in action against an insolvent health benefits provider from Indiana and surrounding states. Recovered approximately \$24 million for enrollees, providing nearly 100% recovery to victims.
- ***Coleman v. Sentry Insurance a Mutual Company***, United States District Court, Southern District of Illinois. Class Counsel on behalf of 6,847 policy holders in 11 states against insurer for breaching refund feature of auto insurance policies, which resulted in recovery of \$5,718,825.

- ***Davis v. National Foundation Life Insurance Co.***, Jay County, Indiana, Circuit Court.
Class Counsel in action involving insureds who were denied health insurance benefits as a result of National Foundations' inclusion and enforcement of pre-existing condition exclusionary riders in violation of Indiana law. The settlement provided over 85% recovery of the wrongfully denied benefits.

Securities Fraud Cases

- ***Grant et al. v. Arthur Andersen et al.***, Maricopa County Arizona, Superior Court.
Lead counsel in class action arising from the collapse of the Baptist Foundation of Arizona, involving losses of approximately \$560 million. Settlement achieved for \$237 million.
- ***In re: Brightpoint Securities Litigation***, U.S. District Court, Southern District of Indiana.
Class Counsel in securities fraud action that resulted in a \$5.25 million settlement for shareholders.
- ***City of Austin Police Retirement System v. ITT Educational Services, Inc., et al.***, U.S. District Court, Southern District of Indiana.
Co-lead counsel in action alleging misrepresentations by defendant and certain principals concerning enrollment and graduate placement, and a failure to disclose multiple federal investigations into defendant's operations and records.
- ***Beeson and Gregory v. PBC et al.***, U.S. District Court, Southern District of Indiana.
Class Counsel in a nationwide class action with ancillary proceedings in the District of Connecticut, and the Southern District of Florida. Multi-million-dollar settlement that returned 100% of losses to investors.
- ***In re: Prudential Energy Income Securities Litigation***, U.S. District Court, Eastern District of Louisiana.
Counsel for objectors opposing a \$37 million class action settlement. Objection successfully led to an improved \$120 million settlement for 130,000 class members.
- ***In re: PSI Merger Shareholder Litigation***, U.S. District Court, Southern District of Indiana.
Obtained an injunction to require proper disclosure to shareholders in merger of Public Service Indiana Energy, Inc. and Cincinnati Gas & Electric.
- ***Dudley v. Ski World, Inc.***, U.S. District Court, Southern District of Indiana.
Class counsel for over 5,000 investors in Ski World stock. Multi-million-dollar settlement.
- ***Stein v. Marshall***, U.S. District Court, District of Arizona.
Class Counsel Committee member in action involving the initial public offering of Residential Resources, Inc. Nationwide settlement achieved on behalf of investors.
- ***Dominijanni v. Omni Capital Group, Ltd. et al.***, U.S. District Court, Southern District of Florida.
Co-lead counsel in securities fraud action on behalf of investors; nationwide settlement.

Mass Medical Malpractice

- **Weinberger Litigation**, \$59 million in settlements.
This litigation involved 282 plaintiffs who were patients of former ENT surgeon Mark Weinberger of Merrillville, Indiana. This mass medical malpractice included complaints ranging from unnecessary sinus surgeries and negligently performed surgeries to patient abandonment. Weinberger [fled](#) the country after more than a dozen medical malpractice lawsuits were filed against him. He was also indicted on 22 counts of health care fraud and was later apprehended at the foot of the Italian Alps. Weinberger was ultimately sentenced to 7 years in prison for insurance fraud. CohenMalad, LLP attorneys served as Co-Counsel in these medical malpractice lawsuits and successfully negotiated \$59 million in settlements for the people Weinberger harmed.
- **Northwest Indiana Cardiology Group Litigation**, \$67 million settlement. This litigation involved over 260 claimants who were patients of a cardiology practice in northwest Indiana. This mass tort medical malpractice included complaints of unnecessary heart surgeries, coronary artery stenting, peripheral stenting, and pacemaker and defibrillator implantations, as well as negligent credentialing claims. CohenMalad, LLP attorneys are served as Co-Counsel in these medical malpractice lawsuits and successfully negotiated a settlement of over \$67 million.

Mass Tort Pharmaceutical Drug and Medical Device Litigation

- **Gilead Tenofovir Cases**, JCCP No. 5043 (*pending*)
CohenMalad, LLP is currently representing patients against Gilead Sciences who were prescribed its TDF-based drugs to treat HIV, for pre-exposure prophylaxis (PrEP) to mitigate HIV risk, or to treat Hepatitis, and suffered serious kidney and bone injuries. Thousands of cases are pending in the Superior Court for the County of San Francisco, California.
- **Strattice Biologic Mesh** (*pending*)
CohenMalad, LLP is representing patients against LifeCell Corporation and Allergan who suffered injuries, including revision or removal surgeries, after receiving a Strattice mesh product for hernia repairs. These cases are currently pending in New Jersey State Court.
- **In Re: Zofran (Ondansetron) Products Liability Litigation**, MDL No. 2657 (D. Mass) (*pending*)
CohenMalad, LLP serves on the Plaintiff's Steering Committee, Narrative Committee, and Discovery, Briefing, and Science Committees in an action on behalf of women who took Zofran while pregnant and gave birth to a baby who suffered from a serious birth defect.
- **In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation**, MDL No. 2738 (D. N.J.) (*pending*)
CohenMalad, LLP is currently representing women who used Johnson & Johnson's talcum powder products for feminine hygiene and were diagnosed with ovarian cancer. Thousands of cases are currently pending.

- ***In Re: National Prescription Opiate Litigation***, MDL No. 2804 (N.D. Ohio) (pending)
CohenMalad, LLP is currently representing dozens of Indiana cities and counties in litigation against the manufacturers and distributors of opioid pain medications. This litigation is focused on combating the prescription opioid epidemic and replenishing valuable resources for Indiana communities that have spent vital economic resources responding to public health and safety issues resulting from this epidemic.
- ***Biomet Metal on Metal Hip Replacement System*** (pending)
CohenMalad, LLP is representing patients in Indiana state court who were implanted with a Biomet M2a metal on metal hip replacement system and suffered serious injuries such as significant pain, tissue destruction, bone destruction, and metallosis. In many cases, revision surgeries were necessary within just a few years of implantation.
- ***In Re: Zantac (Ranitidine) Products Liability Litigation***, MDL No. 2924, (S.D. FL.) (pending)
CohenMalad, LLP is representing patients who were diagnosed with cancer following the use of Zantac (ranitidine). The U.S. Food and Drug Administration issued a recall for all Zantac (ranitidine) drugs including over the counter and prescription formulas on April 1, 2020.
- ***In Re: Cook Medical, Inc., IVC Filters Marketing, Sales Practices and Products Liability Litigation***, MDL No. 2570 (S.D. Ind.) (pending)
CohenMalad, LLP is representing patients alleging serious injury related to the use of Cook Medical's inferior vena cava (IVC) filters.
- ***In Re: Prempro Products Liability Litigation***, MDL No. 1507
CohenMalad, LLP litigated hundreds of claims against Wyeth, the manufacturer of Prempro, for women who took hormone replacement therapy drug Prempro and suffered stroke, heart attacks, endometrial tumors or breast cancers. Wyeth agreed to a global settlement for more than \$890 million to settle roughly 2,200 claims.
- ***Pain Pump Device Litigation***
No MDL existed for this litigation. CohenMalad, LLP served in a National Coordinated Counsel role. Litigation was against pain pump manufacturers who marketed pain pumps to orthopedic surgeons for continuous intra-articular uses, despite the fact that intra-articular placement of the pain pump catheters was not approved by the FDA. The use of pain pumps in the joint space resulted in deterioration of cartilage, severe pain, loss of mobility or decreased range of motion and use of shoulder.
- ***Yaz***
CohenMalad, LLP represented hundreds of women in claims against Bayer over its Yaz and Yasmin birth control oral contraceptive. The drugs contained a synthetic version of estrogen, drospirenone, that was linked to increased risk for blood clots, stroke, and heart attack. As of Jan 2016, Bayer agreed to pay \$2.04 billion to settle 10,000+ blood-clot injury claims.

- **Transvaginal Mesh**

CohenMalad, LLP represented hundreds of women in claims against transvaginal mesh manufacturers Ethicon, C.R. Bard, Boston Scientific, and American Medical Systems. Mesh implants are synthetic material used to support organs in women who suffer from pelvic organ prolapse and stress urinary incontinence. The FDA received thousands of complaints from women who suffered serious personal injury including perforated organs, infection, severe pain, and erosion of the mesh.

- ***In Re: Testosterone Replacement Therapy Products Liability Litigation***, MDL No. 2425 (N.D. Ill.)

CohenMalad, LLP served on the discovery team in action on behalf of men who took drug manufacturers' testosterone replacement therapy products and suffered injuries such as blood clots, heart attacks, strokes and death.

- ***In Re: Consolidated Fresenius Cases (Granuflo)***, MICV2013-3400-O, Commonwealth of Massachusetts, Middlesex County

CohenMalad, LLP served on the Plaintiff's Steering Committee, bellwether discovery program committee, and privilege log committee in an action on behalf of dialysis patients alleging the defendant's dialysis products caused cardiac injuries and death. There was a \$250 million global settlement.

EXHIBIT 3



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KALIELGOLD PLLC

KalielGold PLLC was founded in 2017 and is a 100% contingency Plaintiff-side law firm. Our experienced attorneys have secured hundreds of millions of dollars in settlements for our clients. Our firm's practice focuses on representing consumers in class action litigation and specifically on cases in the consumer financial services sector. In the years since our firm was founded, our firm has been appointed lead counsel or co-lead counsel in numerous class actions in state and federal courts nationwide. Some highlights include:

- *Morris et al. v. Bank of America, N.A.*, No. 18-cv-00157 (W.D.N.C.) (Class action alleging bank improperly charged insufficient funds fees and overdraft fees resulting in \$75 million settlement)
- *Niewinski et al v. State Farm Life Insurance Company et al.*, No. 2:23-cv-04159 (W.D. Mo.) (Class action alleging insurance company improperly deducted cost of insurance charges from certain life insurance policies resulting in \$65 million settlement)
- *Perks v. TD Bank*, Case No. 18-cv-11176 (S.D.N.Y.) (Class action alleging bank improperly charged insufficient funds fees resulting in \$41 million settlement)
- *Aseltine v. Bank of America, N.A.*, No. 3:23-cv-00235 (W.D.N.C.) (Class action alleging bank improperly charged incoming wire transfer fees resulting in \$21 million settlement)

As shown in the biographies of our attorneys and the list of class counsel appointments, KalielGold PLLC is well versed in class action litigation and zealously advocates for its clients. To learn more about KalielGold PLLC, or any of the firm's attorneys, please visit www.kalielgold.com.

JEFFREY D. KALIEL

Jeffrey Kaliel earned his law degree from Yale Law School in 2005. He graduated from Amherst College summa cum laude in 2000 with a degree in Political Science, and spent one year studying Philosophy at Cambridge University, England.

Over the last 10 years, Jeff has built substantial class action experience. He has received “Washington D.C. Rising Stars Super Lawyers” recognition.

Jeff has been appointed lead Class Counsel in numerous nationwide and state-specific class actions. In those cases, Jeff has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. Jeff has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members.

Currently Jeff is actively litigating several national class action cases, including actions against financial services entities and other entities involved in predatory lending and financial services targeting America’s most vulnerable populations.

Jeff’s class action successes extend beyond financial services litigation. He seeks to lead cases that serve the public interest. Jeff has worked with nonprofits such as the Humane Society, Compassion Over Killing, and the National Consumers League to fight for truth in the marketplace on food and animal products.

Jeff has over a decade of experience in high-stakes litigation. He was in the Honors Program at the Department of Homeland Security, where he worked on the Department’s appellate litigation. Jeff also helped investigate the DHS response to Hurricane Katrina in preparation for a Congressional inquiry. Jeff also served as a Special Assistant US Attorney in the Southern District of California, prosecuting border-related crimes.

Jeff is a former Staff Sergeant in the Army, with Airborne and Mountain Warfare qualifications. He is a veteran of the second Iraq war, having served in Iraq in 2003.

Jeff is admitted to practice in California and Washington, DC, and in appellate and district courts across the country.

Jeff lives in Washington, D.C. with his wife, Debbie, and their three children.

SOPHIA GOREN GOLD

Sophia Goren Gold is a third-generation Plaintiff's lawyer. A *summa cum laude* graduate of Wake Forest University and the University of California, Berkeley, School of Law, Sophia has spent her entire career fighting for justice.

A fierce advocate for those in need, Sophia's practice centers around taking on financial institutions, insurance companies, and other large corporate interests. Sophia has participated in hundreds of individual and class cases in both state and federal courts across the country. Collectively, she has helped secure tens of millions of dollars in relief on behalf of the classes she represents.

In addition to providing monetary relief, Sophia's extensive litigation experience has resulted in real-world positive change. For example, she brought litigation which resulted in the elimination of the Tampon Tax in the State of Florida, and she was influential in changing the state of Delaware's Medicaid policy, resulting in greater access to life-saving medication.

Sophia is currently representing consumers in numerous cases involving the assessment of improper fees by banks and credit unions, such as overdraft fees, insufficient funds fees, and out of network ATM fees. She is also currently representing consumers who have been the victims of unfair and deceptive business practices.

Sophia is admitted to practice in California and Washington, D.C. When not working, Sophia enjoys spending time with her husband, daughters, and their goldendoodle.

BRITTANY BERTOLINI

Brittany Bertolini attended the University of Central Florida in Orlando and graduated in 2012 with a Bachelor's Degree in Political Science and a minor in Spanish. Brittany earned her Juris Doctorate from California Western School of Law in 2015 and graduated magna cum laude in the top 10% of her class.

Throughout the course of her law school career, she served as a judicial extern to the Honorable Anthony J. Battaglia for the United States District Court, Southern District of California and worked multiple semesters as a certified legal intern for the San Diego County District Attorney's Office. Brittany was awarded Academic Excellence Awards in law school for receiving the highest grade in Trial Practice, Health Law & Policy, and Community Property.

Before joining KalielGold PLLC, Brittany worked as a judicial law clerk for the Honorable Anthony J. Battaglia and as an associate attorney for Carlson Lynch LLP, specializing in consumer complex litigation.

AMANDA ROSENBERG

Amanda Rosenberg graduated *cum laude* from the University of California, Hastings College of the Law in 2011 and the University of California, San Diego in 2008, where she earned departmental Honors with Highest Distinction in history.

Before joining KalielGold PLLC, Amanda represented and advised small businesses and financial institutions in litigation matters including employment disputes, merchant disputes, credit and charge card disputes, wrongful foreclosures, and securities. She has successfully litigated cases in California, Illinois, and Michigan.

Amanda is an active volunteer in her community and has helped numerous individuals understand and navigate their rights in the workplace.

In law school, Amanda worked as an extern for the Honorable Judge Vaughn Walker in the United States District Court, Northern District of California. Amanda was awarded academic excellence awards for receiving the highest grades in Trial Advocacy and Litigating Class Action Employment.

When not working, Amanda loves exploring Michigan's outdoors with her husband, kids, and rescue dog.

SARAH LEVIN

Sarah Levin helps clients navigate complex litigation. She has represented clients in state and federal court, as well as arbitration, and maintains an active pro bono practice. She serves on several local and national committees working to advance gender equity and reproductive health care.

Before joining KalielGold, Ms. Levin practiced at Skadden, Arps, Slate, Meagher & Flom LLP in New York, NY and the Legal Aid Society as the Skadden Pro Bono Fellow. She also served as a law clerk for the Honorable Jane A. Restani of the U.S. Court of International Trade.

Sarah graduated from New York University School of Law. During law school, she was Managing Editor of the Journal of International Law and Politics; a research assistant to Professor Robert Howse; a legal extern in the Southern District of New York for Judge Edgardo Ramos; and a legal intern for the Organisation for Economic Co-operation and Development (OECD) in Paris, France. Before law school, she worked for Goldman, Sachs & Co. and Cargill, Inc.

Sarah received her undergraduate degree from Hamilton College *magna cum laude* and *Phi Beta Kappa*, and was awarded the Judge John Wells Fellowship for Graduate Study for outstanding undergraduate research. She received her M.A. in International Affairs from the George Washington University, Elliott School of International Affairs.

Ms. Levin is admitted to practice in New York and Florida, as well as the U.S. District Courts for the Eastern District of New York and the Southern District of New York.

MANFRED MUECKE

For over two decades, Manfred has continuously advocated on behalf of a broad and wide-ranging community of plaintiffs in complex class action matters including antitrust, civil rights, consumer & investor fraud, employment wage & benefits, and insurance. This advocacy has resulted in the financial recovery of hundreds of millions of dollars and substantial relief on behalf of aggrieved consumers, employees, investors, and policyholders.

Manfred is admitted to practice in the State of California, all United States District Courts in California, and the United States Court of Appeals for the Ninth Circuit.

Prior to graduating from the University of San Diego School of Law in 2002, Manfred was a member of Teach For America and worked as a special education teacher in Southern California for three years. Manfred also holds a Masters of Business Administration from San Diego State University and has served as Chair of the Nuwuvi Economic Development Corporation as a member of Chemehuevi Indian Tribe.

In his spare time, Manfred enjoys time with his family and friends as well as continuously trying to perfect the art of the homemade neopolitan pizza.

CLASS COUNSEL APPOINTMENTS

- *Abmad v. Panera Bread Company*, No. 21SL-CC00593 (St. Louis Cnty., Mo.)
- *Aseltine v. Bank of America, N.A.*, No. 3:23-cv-00235 (W.D.N.C.)
- *Aseltine et al. v. Chipotle Mexican Grill, Inc.*, No. RG21088118 (Alameda Cnty. Super. Ct., Cal.)
- *Brooks et al. v. Canvas Credit Union*, No. 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.)
- *Bruin v. Bank of America, N.A.*, No. 3:22-cv-00140 (W.D.N.C.)
- *Churchill v. Bangor Savings Bank*, No. BCD-CIV-2021-00027 (Cumberland, Me.)
- *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.)
- *Coleman-Curtis v. One Nevada Credit Union*, No. A-22-859045-C (8th Judicial Dist. Ct., Clark Cnty. Nev.)
- *Collins v. Provident Bank*, HUD-1429-22 (Hudson Cty. Sup. Ct. N.J.)
- *Eisenberg, et al. v. Columbia Bank*, No. BER-L-6636-21 (Bergen Cnty., Super Ct. N.J.)
- *Fairchild-Cathay v. AmeriCU Credit Union*, No. 6:21-cv-01173-DNH-ML (N.D.N.Y.)
- *Figueroa v. Capital One, N.A.*, No. 3:18-cv-00692-JM-BGS (S.D. Cal.)
- *Glass, et al. v. Delta Cmty. Credit Union*, No. 2019C317322 (Fulton Cnty. Super. Ct., Ga.)
- *Gonzalez v. Banner Bank*, No. 20-cv-05151 (E.D. Wa.)
- *Goodman, et al. v. Intervet Inc. d/b/a Merck Animal Health d/b/a Home Again*, No. 2:22-cv-2926-WJM-ESK (D.N.J.)
- *Harris v. Centier Bank*, No. 45D01-2101-PL-000072 (Lake Cnty. Super. Ct., Ind. Com. Ct.)
- *Hinton v. Atlantic Union Bank*, No. 20-cv-00651 (E.D. Va.)
- *Holt v. Cmty. Am. Credit Union*, No. 4:19-cv-00629-FJG (W.D. Mo.)
- *Jackson v. Interbank*, No. CJ 2022 1826 (Okla. Cnty., Dist. Ct. Okla.)
- *Kelly v. Cmty. Bank*, No. 18-cv-00919 (N.D.N.Y.)
- *Kennedy v. CB&S Bank*, No. 33-CV-2020-000056 (Franklin Cnty., Cir. Ct. Ala.)
- *Lambert v Navy Fed. Credit Union*, No. 19-cv-00103 (E.D. Va.)
- *Lee v. Canandaigua Bank and Trust*, No. 2021005065 (Monroe Cnty., Supreme Ct. N.Y.)
- *Levy, et al. v. Westfield Bank*, No. 3:24-cv-30004-MGM (D. Mass.)
- *Liggio v. Apple Fed. Credit Union*, No. 18-cv-01059 (E.D. Va.)
- *Lloyd, et al. v. Keesler Fed. Credit Union*, No. 1:19-cv-351-HSO-RHWR (S.D. Miss.)
- *Macon, et al. v. Redstone Fed. Credit Union*, No. 5:21-cv-01682-LCB (N.D. Ala.)
- *Martin v. Le&N Federal Credit Union*, No. 19-CI-022873 (Jefferson Cir. Ct., Division One, Ky.)
- *Mattingly, et al. v. Stockman Bank*, No. DV-21-01027 (Yellowstone Cnty., Mont.)
- *Mayheu, et al. v. Chick-fil-A, Inc.*, No. 2022CV365400 (Fulton Cnty. Super. Ct, Georgia)
- *McNeil v. Capital One Bank, N.A.*, No. 1:19-cv-00473-NRM-TAM (E.D.N.Y.)
- *Meaden v. HarborOne Bank*, No. 1:23-cv-10467-AK (D. Mass.)
- *Mock v. Tompkins Community Bank*, No. 3:22-cv-00995 (BKS/ML) (N.D.N.Y.)
- *Morris et al. v. Bank of America, N.A.*, No. 3:18-cv-00157-RJC-DSC (W.D.N.C.)
- *Morris v. Provident Credit Union*, No. CGC-19-581616 (San Francisco Cnty. Super. Ct., Cal.)
- *Morrow, et al. v. Navy Fed. Credit Union*, No. 1:22-cv-844- MSN-LRV (E.D. Va.)
- *Niewinski et al v. State Farm Life Insurance Company et al.*, No. 2:23-cv-04159 (W.D. Mo.)

- *Nimsey v. Tinker Fed. Credit Union*, No. CJ-2019-6084 (Okla. Cnty., Dist. Ct. Okla.)
- *O'Neal v. Chelsea Groton Bank*, No. KNL-CV-22-6059612-S (Norwich Jud. Dist., Super. Ct. Conn.)
- *Perks v. Activehouse d/b/a Earnin*, No. 19-cv-05543 (N.D. Cal.)
- *Perks v. TD Bank*, Case No. 18-cv-11176 (S.D.N.Y.)
- *Perri v. Notre Dame Fed. Credit Union*, No. 71C01-1909-PL-000332 (St. Joseph Cnty., Ind.)
- *Plummer v. Centra Credit Union*, No. 03D01-1804-PL-001903 (Bartholomew Cnty., Ind.)
- *Quirk v. Liberty Bank*, No. X03-HHD-CV20-6132741-S (Hartford Judicial Dist., Conn.)
- *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.)
- *Roberts v. Old Second Bancorp*, No. 2021MR2148 (Kane Cnty., Cir. Ct. Ill.)
- *Rodriguez, et al. v. Excite Credit Union*, No. 21CV386659 (Santa Clara Cnty. Super. Ct., Cal.)
- *Ross, et al. v. Panda Restaurant Group, Inc.*, No. 21STCV03662 (Los Angeles Cnty. Super. Ct., Cal.)
- *Roy v. ESL Federal Credit Union*, No. 6:19-cv-06122-FPG-JWF (W.D.N.Y.)
- *Runninghorse v. Southeast Bank*, No. 3-63-21 (Circ. Ct. Knox Cnty., Tenn.)
- *Suffecool v. Somerset Trust Company*, No. 84 Civil 2022 (Somerset Cnty, Pa.)
- *Sykes, et al. v. Banterra Bank*, No. 2022 LA 14, No. 2022 LA 33 (Williamson Cnty. Ill.)
- *Trinity Management Services v. Charles Puckett*, No. CGC-17-558960 (San Francisco Cnty., Super. Ct. Cal.)
- *Valero v. Altura Credit Union*, No. RIC2001931 (Riverside Cnty. Super. Ct., Cal.)
- *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.)
- *Wang, et. al v. Grubhub, Inc.*, No. 22cv022626 (Alameda Cnty. Super Ct., Cal.)
- *Ward-Howie v. Frontwave Credit Union*, No. 37-2022-00016328-CU-BC-CTL (San Diego Cnty., Super. Ct., Cal.)
- *White v. Members 1st Credit Union*, No. 1:19-cv-00556-JEJ (M.D. Pa.)
- *Wicks, et al. v. Patelco Credit Union*, No. RG20061837 (Alameda Cnty. Super. Ct., Cal.)
- *Williams v. Bank of the Sierra*, No. BCV-20-102549 (Kern Cnty. Super. Ct. Cal.)

EXHIBIT 4



FIRM RESUME

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Miami – Fort Lauderdale – Boca Raton

OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

FINANCIAL INSTITUTIONS

CLASS ACTION AND MASS TORTS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C. 2024) – \$21 million

McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – \$16 million

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blahut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

In re: Fortra File Transfer Software Data Breach Litigation, MDL No. 3090 (S.D. Fla.) – \$27 million

In re: Evolve Bank & Trust Customer Data Breach Litig., MDL No. 3127 (W.D. Tenn.) - \$17.0 million

In re: Snowflake, Inc., Data Breach Litigation, MDL No. 3126 (D. Mont.) - Co-Lead Counsel

In re: Consumer Vehicle Driving Data Tracking Collection, MDL No. 3115 (N.D. Ga.) - Exec. Comm.

In re Change Healthcare, Inc. Data Breach Litigation, MDL No. 3108 (D. Minn.) - Exec. Comm.

In re: PowerSchool Holdings, Inc. Customer Data Breach Litig., MDL No. 3149 (S.D. Cal.) - Exec. Comm.

MDLs

DATA BREACH AND PRIVACY

In Re: AT&T Inc Customer Data Security Breach Litigation, 3:24-cv-00757 (N.D. Tex.) - \$177 million
McNally et al. v. Infosys McAmish Systems, LLC, 1:24-cv-00995 (N.D. Ga.) - \$17.5 million
Crowe, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel
Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel
Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel
Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - \$13.75 million
Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - \$7.25 million
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - \$600,000
Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - \$45 million
Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee
In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million
In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - \$2.425 million
In re loanDepot Data Breach Litigation, 8:24-cv-00136 (C.D. Cal.) - \$25 million
Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - \$3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - \$2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - \$3.25 million
Katz, et al. v. Einstein Healthcare Network, 02045 (Pa. Ct. C.P., Phila.) - \$1.6 million
Opris et al v. Sincera Reproductive Medicine et al, 2:21-cv-03072 (E.D. Pa.) - \$1.2 million
Garza et al v. Healthalliance, Inc. et al, 7245012023 (N.Y. Sup. Ct.) - \$1.29 million
McLean et al. v. Signature Performance, Inc. et al., 8:24-cv-00230 (D. Neb.) - \$8.5 million
Wahab et al. v. Boston Children's Health Phys., LLP, 73692/2024 (N.Y. Sup. Ct.) - \$5.15 million

CONSUMER PROTECTION

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million
Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - \$38 million
Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million
Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million
Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million
In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million
Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million
Skrandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million
Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million
In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million
Perry v. Progressive Michigan, et al., 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel
In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee
In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee
In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

MASS TORT

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel
In re: National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - \$100 million
In re: Juul Labs, No. MDL No. 2913 (N.D. Cal.) - \$26 million
In re: Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel
In re: 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs
In re: Stryker Prod. Liab. Lit., 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs



JEFF OSTROW

Managing Partner

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954.332.4200

Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.A. - 1994

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own firm in 1997, immediately upon graduation from law school and has since grown KO to 30 attorneys with offices in South Florida, Philadelphia, and New York. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel or sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, Western District of Wisconsin, Southern District of Indiana, Eastern District of Texas, and District of Nebraska. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. - 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff's Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Large Fraud and Ponzi Cases

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the 11th Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985

Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee.



KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner



Bar Admissions

The Florida Bar

The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Central District of California

U.S. District Court, Eastern District of California

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007

University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California, Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar

The New York Bar

Court Admissions

United States District Court, Southern District of Florida

United States District Court, Middle District of Florida

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, Northern District of Illinois

United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 20018

Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

CAROLINE HERTER

Associate



Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

EXHIBIT 5



STRANCH, JENNINGS & GARVEY PLLC

The award-winning attorneys of Stranch, Jennings & Garvey, PLLC (SJ&G), have recovered more than \$50 billion for clients, from high-profile cases to single plaintiffs who have suffered harm or unfair treatment.

SJ&G's roots go back to 1952 when Cecil Branstetter founded Branstetter, Stranch & Jennings, PLLC (BS&J), his own law firm in Nashville. For more than seven decades, our attorneys have advocated for society's under-represented voices, consumer rights, labor unions and victims of discrimination, a legacy that continues today as we work to ensure access to justice for our clients.

SJ&G's roots go back to 1952, when Cecil Branstetter founded his own Nashville firm after earning his law degree from Vanderbilt Law School in 1949. The firm grew and became known as Branstetter, Stranch & Jennings, PLLC (BS&J).

PRACTICE AREAS

- Bank Fees
- Car Crashes
- Class Action
- Data Breaches
- ERISA Trust Funds
- Labor Unions
- Mass Tort
- Product Liability
- Personal Injury
- Trucking Wrecks
- Wage and Hour Disputes
- Worker Adjustment and Retraining Notification

REPRESENTATIVE CASES

SJ&G attorneys have represented plaintiffs in a substantial number of complex cases both in state and federal courts throughout the nation:

- as lead trial attorney in the Sullivan Baby Doe case (originally filed as *Staubus v. Purdue*) against U.S. opioid producers Endo Health Solutions Inc. and Endo Pharmaceuticals Inc., resulting in a \$35 million settlement agreement, the largest per capita settlement achieved by any prosecution with Endo to date;
- personally appointed to the steering committee of the In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation, resulting in approximately \$17 billion in settlements, the largest consumer auto settlement and one of the largest settlements in any matter ever;
- the executive committee In re: Dahl v Bain Capital Partners (anti-trust), resulting in a \$590.5 million settlement;
- appointed mediator by the circuit court in the case of the City of St. Louis v. National Football League and the Los Angeles Rams, having successfully negotiated a \$790 million settlement for the plaintiffs;
- lead plaintiff in *Sherwood v. Microsoft*, which set the standard for indirect antitrust actions in Tennessee and ultimately resolved for a value of \$64 million;
- litigated Qwest Savings and Investment Plan ERISA litigation, resulting in a \$57.5 million total payout to class members;
- plaintiff's co-counsel in the Paxil litigation of *Orrick v. GlaxoSmithKline*;
- represented a class of consumers who purchased baby clothing tainted with unlawful levels of chemical skin irritants, resulting in a multi-million-dollar settlement. *Montanez v. Gerber Childrenswear, LLC* (M.D. Cal.); and
- represented multiple Taft-Hartley Trust Funds as amici in a case setting Ninth Circuit precedent on liability of owners as ERISA fiduciaries for unpaid fringe benefit contributions.

Nashville

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223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
Phone: 615.254.8801

St. Louis

Peabody Plaza
701 Market Street, Suite 1510
St. Louis, MO 63101
Phone: 314.390.6750

Las Vegas

3100 W. Charleston Boulevard
Suite 208
Las Vegas, NV 89102
Phone: 725.235.9750



J. Gerard Stranch IV

FOUNDING AND MANAGING MEMBER

Gerard Stranch is the managing member at Stranch, Jennings & Garvey, PLLC (SJ&G). A third-generation trial lawyer, he leads the firm's class action and mass tort practice groups. His additional areas of practice include bank fees, data breaches, wage and hour disputes, worker adjustment and retraining notification, personal injury and trucking wrecks.

Mr. Stranch has served as lead or co-lead counsel for the firm in numerous cases, including:

- lead trial attorney in the Sullivan Baby Doe case (originally filed as *Staubus v. Purdue*) against U.S. opioid producers Endo Health Solutions Inc. and Endo Pharmaceuticals Inc., resulting in a \$35 million settlement agreement, the largest per capita settlement achieved by any prosecution with Endo to date;
- personally appointed to the steering committee of the In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation, resulting in approximately \$17 billion in settlements, the largest consumer auto settlement and one of the largest settlements in any matter ever;
- the executive committee In re: Dahl v Bain Capital Partners (anti-trust), resulting in a \$590.5 million settlement;
- personally appointed to the steering committee In re: New England Compounding Pharmacy, Inc., resulting in more than \$230 million in settlements; and
- appointed as co-lead counsel In re: Alpha Corp. Securities litigation, resulting in a \$161 million recovery for the class.

PHONE

615.254.8801

EMAIL

gstranch@stranchlaw.com

LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

A 2000 graduate of Emory University, Mr. Stranch received his J.D. in 2003 from Vanderbilt University Law School, where he teaches as an adjunct professor about the practice of civil litigation. He led the opioid litigation team in the Sullivan Baby Doe suit, for which the team won the 2022 Tennessee Trial Lawyer of the Year award. Mr. Stranch has been listed as one of the Top 40 Under 40 by the National Trial Lawyers Association and as a Mid-South Rising Star by Super Lawyers magazine.

PRACTICE AREAS

- Class Action
- Mass Tort
- Bank Fees
- Data Breaches
- Wage and Hour Disputes
- Worker Adjustment and Retraining Notification
- Personal Injury
- Trucking Wrecks

EDUCATION

- Vanderbilt University Law School (J.D., 2003)
- Emory University (B.A., 2000)

BAR ADMISSIONS

- Tennessee
- U.S. District Court Western District of Tennessee
- U.S. District Court Middle District of Tennessee
- U.S. District Court Eastern District of Tennessee
- U.S. 6th Circuit Court of Appeals
- U.S. 8th Circuit Court of Appeals
- U.S. 9th Circuit Court of Appeals
- U.S. District Court District of Colorado

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Super Lawyers Mid-South Rising Star
- Tennessee Trial Lawyer of the Year
- Top 40 Under 40, National Trial Lawyers Association

Memberships

- Public Justice
- Nashville Bar Association
- Tennessee Bar Association
- American Association for Justice
- Tennessee Association for Justice
- Lawyer's Coordinating Committee of the AFL-CIO
- General Counsel Tennessee AFL-CIO and Federal Appointment, Coordinator
- General Counsel Tennessee Democratic Party
- National Trial Lawyer
- Board of Directors, Cumberland River Compact
- Board of Governors, Tennessee Trial Lawyers Association

PRESENTATIONS

- Mr. Stranch regularly speaks at conferences on issues ranging from in-depth reviews of specific cases to developments in the law, including in mass torts, class actions and voting rights.
- Mr. Stranch is one of the founding members of the Cambridge Forum on Plaintiff's Mass Tort Litigation and regularly presents at the forum.

LANGUAGES

- English
- German





James G. Stranch III

FOUNDING MEMBER

Jim Stranch is the senior member in the complex litigation group, which he helped start on behalf of the firm. He has served as lead counsel in virtually every large complex and other class action in which the firm has served as lead plaintiff.

Mr. Stranch and his wife, Judge Jane Branstetter Stranch of the U.S. 6th Circuit Court of Appeals, were early pioneers of 401(k) ERISA litigation and jointly litigated numerous groundbreaking cases.

One of Mr. Stranch's first hard-earned victories came in 1979 when, along with firm founder Cecil Branstetter, he won a jury verdict in a case against Frosty Morn Meats in Montgomery County. The bankrupt company was found by a jury to have been grossly negligent in its mishandling of more than 500 employees' Christmas monies. The jury returned a nearly \$473,000 judgment against the company's board of directors, and the case helped solidify the firm's reputation in Tennessee as one that fights for workers' interests.

In addition to having founded the firm's class action practice, Mr. Stranch also focuses on Labor and Employment Law, and brings more than four decades of experience in representing labor organizations and individual workers throughout Tennessee and the South. Mr. Stranch also has extensive expertise in matters arising under the National Labor Relations Act, ERISA, Title VII, and wage and hours laws such as the FLSA.

Mr. Stranch has spent his career contributing to its legacy of supporting labor unions, shareholders, small businesses and others. Mentored by the late Cecil Branstetter, Mr. Stranch also strives to mentor the firm's younger attorneys.

PHONE

615.254.8801

EMAIL

jstranch@stranchlaw.com

LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

PRACTICE AREAS

- Class Action and Complex Litigation
- Labor and Employment Law
- Personal Injury
- Consumer Protection
- ERISA Trust Funds

EDUCATION

- University of Tennessee College of Law (J.D., 1973)
- University of Tennessee (B.S., 1969)

EXPERIENCE

- Tennessee consumer protection and antitrust action against Microsoft, which led to a \$64 million recovery to the consumer class, including a \$30 million cy pres to Tennessee schools.
- Qwest Savings and Investment Plan ERISA litigation, which resulted in a \$57.5 million total payout to class members.
- Nortel Networks Corp. ERISA litigation, which was resolved with a \$21.5 million settlement
- Securities litigation on behalf of the State of Tennessee Consolidated Retirement System against Worldcom, which led to a \$7 million recovery.
- Shareholder derivative action involving Dollar General Corporation, which resulted in a \$31.5 million recovery.
- ERISA/401(k) litigations on behalf of employees and pensioners of Qwest Communications, Inc. (\$57.5 million total value recovery), Xcel Energy Inc. (\$8.6 million recovery), Provident Financial, Inc. (\$8.6 million) and Nortel, Inc. (\$21.5 million recovery).

BAR ADMISSIONS

- Tennessee
- U.S. District Court Middle District of Tennessee
- U.S. District Court Eastern District of Tennessee
- U.S. District Court Western District of Tennessee
- U.S. District Court, Colorado
- U.S. Tax Court
- U.S. Supreme Court
- U.S. 6th Circuit Court of Appeals
- U.S. 8th Circuit Court of Appeals
- U.S. 9th Circuit Court of Appeals

PROFESSIONAL HONORS & ACTIVITIES

Awards

- AV-Rated by Martindale Hubbell
- Best Lawyers in America – Labor and Employment Law
- Mid-South Super Lawyers Edition (2014)
- Super Lawyers (2007 – 2020)

Memberships

- Tennessee State Ethics Commission, Member and Former Chairman
- Tennessee Appellate Court Nominating Committee (Secretary, 1985 – 1991)
- AFL-CIO Lawyer's Coordinating Advisory Committee (1980 – present)
- Nashville Bar Association (1973 – present)
- Tennessee Bar Association (Chairman, Labor Law Section, 1991 – 1992; Member, 1973 – present)

- American Bar Association (1973 – present)
- American Association for Justice (1974 – present)
- Tennessee Association for Justice (1974 – present)
- Phi Delta Phi

COMMUNITY INVOLVEMENT

- Chairman, Tennessee Bureau of Ethics
- Fellow, Nashville Bar Foundation
- Former Secretary, Tennessee Appellate Court Nominating Committee
- Former Member, AFL-CIO Lawyers Coordinating Advisory Committee
- Former Chairman, Tennessee Bar Association's Labor Law Section

SJG
STRANCH,
JENNINGS
& GARVEY
PLLC



R. Jan Jennings

FOUNDING MEMBER

In the initial years of his career, Jan Jennings represented labor organizations devoted to protecting the rights of employees. During the past 20 years, he has concentrated on providing services to health and pension funds that provide benefits to construction workers. He has also provided personal representation to political and labor leaders throughout the South.

PHONE

615.254.8801

EMAIL

jjennings@stranchlaw.com

LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

After obtaining an M.B.A. degree, Mr. Jennings worked in a series of managerial positions at General Electric Company, where he was responsible for union and employee relations. Upon graduation from law school, he practiced in Atlanta, Georgia, for a number of years before relocating his practice to Nashville. He joined the firm in 1977.

A native of Johnson City, Tennessee, Mr. Jennings earned his J.D. from the University of Tennessee College of Law, where he served as editor of the Tennessee Law Review. He received his B.S. and M.B.A. degrees from East Tennessee State University.

PRACTICE AREAS

- ERISA Trust Funds
- Labor Unions

EDUCATION

- University of Tennessee College of Law (J.D., 1974)
 - Editor, *Tennessee Law Review*
- East Tennessee State University,
(M.B.A., 1966)
- East Tennessee State University (B.S., 1964)

EXPERIENCE

Mr. Jennings provides ongoing representation to health and pension funds in connection with litigation concerning:

- Collection of employer delinquencies
- Denial of benefits
- Claims for subrogation/reimbursement to health funds from participants
- Breach of fiduciary duty claims
- Claims against service providers due to errors or omissions, prohibited transactions and breach of fiduciary liability
- Claims against hospitals, drug companies and other providers for excessive claims or costs
- Withdrawal liability
- Federal and state securities violations
- Consumer fraud

This representation of multiemployer funds involves the wide range of subjects encompassed by ERISA, Taft-Hartley, the IRC, HIPAA and PPACA.

BAR ADMISSIONS

- Tennessee
- U.S. District Court Eastern District of Tennessee
- Georgia
- U.S. 5th Circuit Court of Appeals
- U.S. 6th Circuit Court of Appeals
- U.S. 11th Circuit Court of Appeals
- U.S. Court of Appeals Federal Circuit
- U.S. Supreme Court
- U.S. District Court Middle District of Tennessee
- U.S. District Court Western District of Tennessee

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Best Lawyers in America – Labor and Employment Law (2004 – present)
- AV-Rated by Martindale Hubbell (1975 – present)

Memberships

- Tennessee Bar Association
- State Bar of Georgia

COMMUNITY INVOLVEMENT

- Cecil D. Branstetter Scholarship Fund
- Laborers' Care Foundation





Hon. John (Jack) Garvey

FOUNDING MEMBER

Judge (ret.) Garvey has been practicing law for 35 years in St. Louis. He began his career in private practice, then moved to the city's prosecuting attorney office, where he tried 23 cases to verdict. He was then elected to the St. Louis Board of Aldermen, where he served for four years while also practicing as a trial attorney before joining a trial law firm. While in private practice, he tried 50 cases to verdict.

In 1998, Judge Garvey was appointed to the associate circuit court bench, where he served five years until he was elevated to a circuit court position and served for an additional 13 years. During his time on the bench, he presided over 200 jury trials, and served as the chief criminal judge, presiding juvenile court judge and assistant presiding judge, as well as the chief judge of the 22nd Judicial Circuit mass tort docket.

Following his return to private practice in 2015, Judge Garvey has been involved as plaintiff's co-counsel in the Paxil litigation of *Orrick v. GlaxoSmithKline*, St. Louis City Circuit #1322-CC00079; co-lead counsel in the opioids litigation of *Jefferson County v. Williams*, #20JE-CC00029; and local counsel in Roundup cases.

In addition to his litigation work, he has been appointed several times as a special master on discovery matters by St. Louis city and county courts. In addition, Judge Garvey was appointed mediator by the circuit court in the case of the City of St. Louis v. National Football League and the Los Angeles Rams, having successfully negotiated a \$790 million settlement for the plaintiffs in 2022.

Judge Garvey obtained his B.A. in urban affairs in 1983 from St. Louis University, and earned his J.D. in 1986 from Rutgers University School of Law. He is an adjunct professor of law at Washington University School of Law and St. Louis University School of Law.

Judge Garvey resides in South St. Louis with his wife, Kathy, a retired registered nurse. They have four children who also live in St. Louis. He enjoys running, reading and grilling.

PHONE

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LOCATION

Peabody Plaza
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Suite 1510
St. Louis, MO 63101

PRACTICE AREAS

- Class Action
- Mass Tort
- Personal Injury
- Product Liability

EDUCATION

- Rutgers University School of Law (J.D., 1986)
- St. Louis University (B.A., 1983)
 - Captain of the School's Rugby Team (1980-1983)

BAR ADMISSIONS

- Missouri
- U.S. District Court Eastern District of Missouri
- U.S. District Court Western District of Missouri
- U.S. District Court Southern District of Illinois

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Adjunct Faculty Member of the Year, St. Louis University Law School (2006)
- Person of the Year, Missouri Coalition Against Domestic Violence (2000)
- Pro Bono Legal Professional of the Year, St. Louis University Civil Justice Clinic (2007)
- Honored at the 2023 Missouri Lawyers Association for his role in re: National Prescription Opiate Litigation settlement, which won first place in the Top Settlements category

Memberships

- Bar Association of Metropolitan St. Louis

COMMUNITY INVOLVEMENT

- Adjunct Professor of Law, Washington University Law School – Evidence and Trial Advocacy (2001 – 2015)

- Adjunct Professor of Law, St. Louis University – Trial Advocacy (2005 – 2015)
- President of the board of directors, St. Louis Public Library (2004 – 2008)
- Alderman, 14th Ward of the City of St. Louis (1991 – 1995)

PRESENTATIONS

- "Evidence and Managing Trials," Judicial College of Missouri, August and October 2023
- "Trends in Mass Torts," HarrisMartin MDL Conference: The Current Mass Tort Landscape (March 2022)
- "Opioid Case Against the Pharmacies," HarrisMartin MDL Conference: Critical Developments in Mass Torts, MDLs, and Game-Changing Jurisprudence (May 2019)





Michael G. Stewart

FOUNDING MEMBER

Mike Stewart is a member of the firm's complex litigation practice, representing citizens who have suffered injuries or lost money because of the actions of powerful interests. He has litigated cases that have recovered millions of dollars for defrauded investors, persons injured by defective products and consumers cheated by improper sales practices. He writes and speaks on a variety of legal and public interest topics.

A former member of the Tennessee General Assembly, Mr. Stewart aggressively fought for citizens, at one point calling to attention the state's inadequate gun background check laws by offering an assault rifle for sale at a sidewalk lemonade stand.

Mr. Stewart was elected unanimously by his fellow Democratic members to serve as their Caucus Chairman during the 109th, 110th and 111th General Assemblies. During his tenure, Democrats regained seats held by Republicans in all three of Tennessee's Grand Divisions – West, Middle and East Tennessee.

Before attending law school, Mr. Stewart served as an officer in the United States Army, with service in the Korean Demilitarized Zone and in Operation Desert Storm.

Mr. Stewart and his wife, Ruth, have three children, Will, Joseph and Eve. Ruth is a physician and an Associate Dean at Meharry Medical College. They live in East Nashville.

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LOCATION

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PRACTICE AREAS

- Class Actions and Complex Litigation
- Civil Litigation

EDUCATION

- University of Tennessee College of Law (J.D., *cum laude*, 1994)
 - Student Materials Editor, *Tennessee Law Review*
 - National Moot Court Team
 - Vinson & Elkins Award for Excellence in Moot Court Brief Writing
- University of Pennsylvania (B.A., 1987)

EXPERIENCE

- Represented a class of shareholders in antitrust litigation against many of the nation's largest private equity firms in a suit alleging collusion on large buyout deals. Total settlements exceeded half-a-billion dollars. *Dahl v. Bain Capital Partners* (D. Mass.).
- Represented a class of consumers who purchased baby clothing tainted with unlawful levels of chemical skin irritants, resulting in a multi-million-dollar settlement. *Montanez v. Gerber Childrenswear, LLC* (M.D. Cal.).
- Represented a consumer seriously injured by emissions from a residential air cleaner, resulting in a significant settlement. *Bearden v. Honeywell International, Inc.* (M.D. Tenn.).
- Represented a class of shareholders alleging damages from inaccurate financial statements issued by a manufacturer of cellular phone cameras, resulting in a multi-million-dollar settlement. *Omnivision Technologies, Inc. Litigation* (N.D. Cal.).

BAR ADMISSIONS

- Tennessee
- U.S. District Court Middle District of Tennessee
- U.S. District Court Western District of Tennessee
- U.S. 6th Circuit Court of Appeals

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Best Lawyers in America (2008)
- National Trial Lawyers, Top 100 (2019)
- U.S. Eighth Army Distinguished Leader Award

Memberships

- American Bar Association
- Tennessee Bar Association
- Nashville Bar Association
- American Association of Justice

PRESENTATIONS & PUBLISHED WORKS

- Tennessee Bar Association Litigation Forum CLE – “Legislative Update”
- Nashville Bar Association CLE, “Deposition Ethics: Strategies for Taking and Defending Depositions Without Running Afoul of the Model Rules of Professional Conduct”
- “Paul Krugman Unwittingly Fulfills Fiscal Fantasies for Republicans,” *The Hill* (Nov. 18, 2017)
- “Memo to Democratic Donors: the Path to Power Passes Through the States,” *The Hill* (Dec. 22, 2016)

COMMUNITY INVOLVEMENT

- Chairman, Tennessee House Democratic Caucus
- Campaign Treasurer, Mayor Bill Purcell
- Past Member, Metro Nashville Emergency Communications Board
- Past President, Lockeland Springs Neighborhood Association
- Member, East End United Methodist Church





Karla M. Campbell

OF COUNSEL

Karla Campbell is a dedicated advocate of employee rights, with a wide range of experience in civil litigation, appellate practice, labor, employment and ERISA. A fluent Spanish-speaker, she has helped the firm expand its range of services to clients experiencing employment issues, such as improper pay, harassment and discrimination, and wrongful termination. In addition to her general civil and appellate practice, Ms. Campbell is also active in providing labor and ERISA services to union-side and individual clients.

Prior to joining the firm, Ms. Campbell was a litigation attorney in Washington, D.C. She was the first law clerk selected to serve with the Hon. Jane Branstetter Stranch of the U.S. 6th Circuit Court of Appeals. In addition, she holds a certificate in Refugee and Humanitarian Emergencies, and proudly served as a Peace Corps Volunteer in Ecuador for three years.

Ms. Campbell is a 2002 graduate of the University of Virginia. She earned her J.D. degree in 2008 from Georgetown University Law Center, where she served as the article selection editor of the Georgetown Immigration Law Journal. She is a member of the American, Tennessee and Nashville Bar Associations; the board of directors of the AFL-CIO Lawyers Coordinating Committee; the American Constitution Society, Nashville Lawyers Chapter; and the Lawyers Association for Women, Marion Griffin Chapter.

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LOCATION

The Freedom Center
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PRACTICE AREAS

- Appellate Practice
- Civil Litigation
- Employment Law
- ERISA Trust Funds
- Labor Law

EDUCATION

- Georgetown University Law Center (J.D., 2008)
 - Article Selection Editor, *Georgetown Immigration Law Journal*
- University of Virginia (B.A., *highest distinction*, 2002)

CLERKSHIP

- Hon. Jane B. Stranch of the U.S. 6th Circuit Court of Appeals

BAR ADMISSIONS

- Tennessee
- Ohio

EXPERIENCE

Representative Cases:

- Successfully argued for claimants' direct access to the courts in certain ERISA cases, an issue of first impression in the U.S. 6th Circuit Court of Appeals, in *Hitchcock v. Cumberland University*.
- Negotiated the first community benefits agreement in Tennessee around the Nashville Major League Soccer stadium on behalf of community groups (2018).
- Successfully argued that Google and Cognizant Technology Solutions U.S. Corp. jointly employ YouTube Music content operations workers. The NLRB Region 16 director ruled in March 2023 that Google LLC, whose parent company is Alphabet, has control over benefits, employee hours, supervision and direction of work. The Alphabet Workers Union filed a petition for a representation election in October 2022.

PROFESSIONAL HONORS & ACTIVITIES

Memberships

- American Bar Association
- Nashville Bar Association
- Tennessee Bar Association
- Former board member, AFL-CIO Lawyers Coordinating Committee
- Former board member, American Constitution Society, Nashville Lawyers Chapter
- Former board member, Lawyers Association for Women, Marion Griffin Chapter

PUBLISHED WORKS

- The Convergence of U.S. Immigration Policies: A Two-Factor Economic Model, 21 Geo. Immigr. L.J. 663, 2007

LANGUAGES

- English
- Spanish



R. Christopher Gilreath

MEMBER

Christopher Gilreath co-leads the personal injury practice group at Stranch, Jennings & Garvey. He handles catastrophic injury and death cases, including trucking wrecks, medical malpractice, defective products and other serious injury situations. He has also represented individuals in select multi-jurisdiction cases.

Mr. Gilreath has served as lead or co-counsel in numerous cases, including:

- *Knowles et al v. State of Tennessee*. Represented the family of John Snapp, killed during a collision with a tractor operated by the State of Tennessee, achieving a maximum verdict despite his advanced age;
- *Jordan Long v. Shelby Co. Healthcare Corp.* Served as co-counsel in a birth trauma medical malpractice case for a child suffering cerebral palsy during delivery, securing a verdict of \$33.5 million;
- *Christopher Myles v. Franklin Limestone*. Represented an employee with catastrophic injuries, including paraplegia, after a mine cave-in, securing maximum compensation that included home conversion, vehicle alteration and lifetime medical care;
- *FedEx Ground Package System*. Represented employee delivery drivers across Tennessee misclassified as independent contractors, securing state-wide reclassification and compensation;
- *Jeannie Townsend et al v. Flowmaster et al.* Represented multiple families in catastrophic injury and death cases against event organizers when a drag race car sped into a crowd during an outdoor festival, forcing changes to how events are held;
- *Pantuso v. Wright Medical Technology*. Served as co-counsel for a victim of a defective hip implant from Utah in a lead case that established the law in Tennessee for choice of venue for Wright Medical titanium hip implant failures nationwide, leading to multi-state coordinated litigation that secured compensation for hundreds of injured victims;

- *Sarah Espinoza v. Lyft, Inc.* Served as co-counsel in a catastrophic injury case involving a young flight attendant injured during a Lyft ride, which included enhanced damages for increased risk of miscarriage during anticipated future pregnancies.

A 1994 graduate of Rhodes College, Mr. Gilreath worked on the U.S. Senate Budget Committee in Washington, D.C., before receiving his J.D. in 1997 from Cumberland School of Law, with an emphasis on jury litigation and multi-jurisdictional procedure. While at Rhodes, he earned the 1994 Algernon Sydney-Sullivan Award for outstanding contribution to the college. At Cumberland Law School, he earned the American Jurisprudence Award for Complex Litigation and served on the Cumberland Honor Court.

A second-generation trial lawyer, Mr. Gilreath grew up watching his father, Sidney Gilreath, represent injured victims in serious cases. In 2005, Mr. Gilreath was named managing attorney of the Memphis office of Gilreath & Associates, representing clients state-wide. He joined Stranch, Jennings & Garvey in early 2024.

In addition to his legal career, Mr. Gilreath is a longtime supporter of Tennessee's civil justice system. After serving as a Knox County Election Commissioner and helping oversee impartial voting systems, he has litigated numerous election dispute cases and regularly serves as counsel in election protection efforts in battleground states during presidential election cycles. He was elected Chair of the American Association for Justice New Lawyers' Division, served on the association's Board of Governors and Executive Committee, and continues to mentor young lawyers.

Mr. Gilreath lives in Memphis and enjoys live music, being active, cooking and traveling. He continues to help his two sons with school, career and sports activities and decisions, and mentors adults facing difficult life circumstances.

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PRACTICE AREAS

- Personal Injury
 - Car Crashes
 - Catastrophic Injury
 - Defective Medical Products
 - Trucking Wrecks

EDUCATION

- Cumberland School of Law, Samford University (J.D., 1997)
- Rhodes College (B.A., 1994)

BAR ADMISSIONS

- Tennessee
- District of Columbia
- Arkansas
- U.S. District Court for the Eastern District of Tennessee
- U.S. District Court for the Middle District of Tennessee
- U.S. District Court for the Western District of Tennessee
- U.S. 6th Circuit Court of Appeals
- U.S. Supreme Court

PROFESSIONAL HONORS & ACTIVITIES

Awards

- AV Preeminent Rating and Ethical and Judicial Recognition by Martindale Hubbell
- Soaring Eagle Award, New Lawyers Division of the American Association of Justice Memberships

Memberships

- Memphis Bar Association
- Tennessee Trial Lawyers Association, Board of Governors
- Southern Trial Lawyers Association
- American Association for Justice
 - Served as Chair of the New Lawyers Division (2005-2006)
 - Served as Chair of the Compliance Committee for the Board of Governors (2009-2011)
 - Served on the Executive, Public Education, Election and Budget Committees

PRESENTATIONS AND PUBLISHED WORKS

- Southern Trial Lawyers Association, "Strategic Use of Collaborative Partnerships" (Feb. 10, 2015)
- Southern Trial Lawyers Association, "Party Crasher – Applying One State's Law in Another Venue" (February 2017)
- Tennessee Trial Lawyers Association, "Medical Device Cases – Screen Them Differently" (2019 Winter Magazine)
- Southern Trial Lawyers Association, "Handling Medical Device Cases" (October 2021)



STRANCH, JENNINGS & GARVEY
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Isaac Kimes

MEMBER

Isaac Kimes is a trial lawyer who has devoted his career to representing individuals harmed by other parties, including corporations and government entities. Mr. Kimes co-leads the personal injury practice group at Stranch, Jennings & Garvey.

Before joining Stranch, Jennings & Garvey (previously Branstetter, Stranch & Jennings) in 2022, Mr. Kimes was an attorney with a regional personal injury firm, where he tried cases to jury verdict in state and federal court. Mr. Kimes has also served as an advisor in the Tennessee Senate. Prior to law school, he was an organizer with a non-profit organization focused on reforming criminal justice policy.

Mr. Kimes obtained his B.S. in Justice Studies from Arizona State University in 2007. In 2008, he was honored as an outstanding alumnus for his work on criminal justice policy. A 2012 graduate of The University of Memphis Law School, Mr. Kimes served on The University of Memphis Law Review as Symposium Editor.

Mr. Kimes resides in the Nashville area with his family. In his free time, he enjoys grilling in his backyard and watching his beloved Tottenham Hotspur and Seattle Seahawks.

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PRACTICE AREAS

- Personal Injury
- Trucking Wrecks
- Medical Malpractice
- Nursing Home Abuse and Neglect
- Complex and Mass Torts Litigation
- Product Liability

EDUCATION

- The University of Memphis, Cecil C. Humphreys School of Law (J.D., 2012)
- Arizona State University (B.S., 2007)

BAR ADMISSIONS

- Tennessee
- Missouri
- U.S. District Court Middle District of Tennessee

EXPERIENCE

Representative Cases:

- Davidson County Circuit Court bench trial verdict of \$205,274.24 following zero offers made prior to trial (January 2022)
- Davidson County Circuit Court jury trial verdict of \$122,755.46 following a top pre-trial offer of \$30,000 (May 2021)
- Davidson County General Sessions bench trial verdict in favor of dog sitting business that had been sued for negligence resulting in a dog's injury (March 2020)
- Millions of dollars secured for his clients in settlements since 2012

PROFESSIONAL HONORS & ACTIVITIES

Honors

- Mid-South Super Lawyers (2023, 2024)
- Tennessee Bar Association Leadership Law Class of 2023 graduate
- Mid-South Super Lawyers Rising Star (2021 – 2022)

Memberships

- Belmont University College of Law American Inn of Court, Barrister (2023-2024)
- Nashville Bar Association
- Tennessee Bar Association
- Former board member, AFL-CIO Lawyers Coordinating Committee
- Former board member, American Constitution Society, Nashville Lawyers Chapter
- Former board member, Lawyers Association for Women, Marion Griffin Chapter

SEMINARS & PUBLISHED WORKS

Published Works

- Note, Unfettered Clawbacks – Why Section 304 of the Sarbanes-Oxley Act Requires a Personal Misconduct Standard, 42 U. MEM. L. REV. 797, cited in Lee A. Harris, Cases and Materials on Corporations and Other Business Entities: A Practical Approach 267 (2011)
- Bolder Advocacy Guides on Tennessee Campaign Finance, Tennessee Voter Registration, and Tennessee Lobbying Disclosure (June 2017)
- Tennessee Promise Needs Change, Clarksville Leaf Chronicle, by State Sen. Lee Harris and Isaac Kimes (April 13, 2016)

Seminars

- "Personal Injury and Economic Deterrence," Law and Economics, Western Kentucky University (March 2020, March 2022)
- "Citizen Lobbying," Vanderbilt University (March 2020)
- "Legislation in the Context of Mass Incarceration," Project MI (June 2017)
- "Legislation for Educators," Nashville Teacher Residency (April 2017)
- "Legislation for Healthcare Professionals," Health Policy Practicum course at The University of Memphis Law School (February 2017)

COMMUNITY INVOLVEMENT

- Board of Advisors, YMCA Donelson-Hermitage (2024 - 2027 term)
- President, Shelby County Government Community Fund (appointed in 2023)
- Treasurer, Tennessee Voter Project PAC (2017 – present)
- Board Member, Inglewood Neighborhood Association, Nashville, (2016 – 2019)
- Volunteer Coach and Referee, East Nash Soccer, Nashville (2016 – 2018)
- Alumnus, Tennessee Bureau of Investigation Citizen's Academy (Class of 2017)
- Volunteer Coach, Stratford High School Girls Varsity Soccer, Nashville (2016)



Nathan R. Ring

MEMBER

Nate Ring oversees the firm's Las Vegas office. He concentrates his practice in the areas of labor, employment, ERISA and election law. He has represented working people and their unions across Nevada, Oregon and Washington.

Mr. Ring serves as counsel to the Nevada State AFL-CIO, Southern Nevada Building Trades Unions, the Building and Construction Trades Council of Northern Nevada, and numerous local unions. He has also served as counsel for numerous union-affiliated political action committees. He represents clients in federal and state trial and appellate courts, before administrative agencies, in arbitrations and mediations, and in the negotiation of collective bargaining agreements.

Mr. Ring earned his B.A. in public affairs in 2007 from Wayne State University in Detroit, Michigan. During his undergraduate studies, he managed and worked on Democratic political campaigns and interned for United States Senator Debbie Stabenow. He graduated *cum laude* in 2010 from the University of Nevada, Las Vegas, William S. Boyd School of Law. During law school, he served as an elected officer of the Student Bar Association and as a law clerk for the UAW legal department. He was awarded the Dean's Graduation Award for Outstanding Achievement and Contribution to the Law School.

Following law school, Mr. Ring clerked for a Nevada District Court Judge, then began his practice of law in the representation of labor unions and employee benefit trust funds. In 2015, he received the Go-to Guy Award from the Nevada State AFL-CIO for advice and counsel provided to the state federation and its affiliates during the legislative session. He is a member of the AFL-CIO Union Lawyers Alliance, and was recognized as a Super Lawyers Rising Star in Labor and Employment Law from 2014 - 2020.

A native of Michigan, Mr. Ring resides in Las Vegas with his wife, Nevada Senate Majority Leader Nicole Cannizzaro and their sons, Case and Cole. When not practicing law, he enjoys spending time with his family, watching sports and playing an occasional round of golf.

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LOCATION

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PRACTICE AREAS

- Labor
- Employment
- ERISA Trust Funds
- Election Law

EDUCATION

- University of Nevada, Las Vegas, William S. Boyd School of Law (J.D., *cum laude*, 2010)
 - Competitor, Conrad Duberstein Bankruptcy Moot Court Competition
 - Secretary, Student Bar Association
- Wayne State University (B.A., Public Affairs, 2007)

EXPERIENCE

- *Lehman v. Nelson*, 943 F.3d 891 (9th Cir. 2019): Represented a Taft-Hartley Pension Plan and argued before the Ninth Circuit in a matter of first impression under the Pension Protection Act of 2006.
- *Glazing Health & Welfare Fund v. Lamek*, 896 F.3d 908 (9th Cir. 2018): Represented multiple Taft-Hartley Trust Funds as amici in a case setting Ninth Circuit precedent on liability of owners as ERISA fiduciaries for unpaid fringe benefit contributions.
- *Lehman v. Nelson*, 862 F.3d 1203 (9th Cir. 2017): Represented a Taft-Hartley Pension Plan in a successful Ninth Circuit appeal of a district court decision concerning contribution reciprocity under the Pension Protection Act of 2006.

- *International Brotherhood of Teamsters, Airline Division v. Allegiant Air, LLC*, 788 F.3d 1080 (9th Cir. 2015): Represented an international labor union and argued before the Ninth Circuit in an appeal raising an issue of first impression concerning bargaining under the Railway Labor Act.
- *W.G. Clark Construction Co. v. Pacific NW Regional Council of Carpenters*, 322 P.3d 1207 (Wash. 2014): Represented a Taft-Hartley Trust Fund as amici in a case that overturned prior Washington Supreme Court precedent, which held that ERISA Trust Funds could not recover contributions through state-required contractor bonds.
- *Operating Engineers Pension Trust v. Thornton Concrete Pumping*, 806 F.Supp.2d 1135 (D. Nev. 2011): Successfully represented Taft-Hartley Trust Funds in obtaining a district court judgment against a general contractor for its subcontractor's unpaid fringe benefit contributions under Nevada Revised Statutes 608.150.

BAR ADMISSIONS

- Nevada
- Washington
- Oregon
- U.S. 9th Circuit Court of Appeals
- U.S. District Court – District of Nevada
- U.S. District Court Western District of Washington
- U.S. District Court Eastern District of Washington
- U.S. District Court – District of Oregon

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Labor Partner of the Year Award from the Southern Nevada Building Trades Unions (2022)
- Super Lawyers Rising Star, Employment and Labor Law (2014 – 2020)
- Go-to Guy Award, Nevada State AFL-CIO (awarded by the executive secretary-treasurer for representation of the labor movement during the 2015 Nevada Legislative Session)
- Young Lawyers Division Fellow, ABA Labor & Employment Law Section (2012)
- Dean's Graduation Award for Outstanding Achievement and Contribution to the Law School, William S. Boyd School of Law, UNLV (2010)

Memberships

- State Bar of Nevada
- Washington State Bar Association
- Oregon State Bar
- International Foundation of Employee Benefit Plans
- AFL-CIO Union Lawyers Alliance

PRESENTATIONS

- "Strategize for Conscious Capital for Turbulent Times," Made in America Taft-Hartley Benefits Summit (2021)
- "LMRDA: An Overview," Southern Nevada Building Trade Unions Conference (2021)
- "Update on the Substance Abuse Epidemic and Controlling Behavioral Health Costs," Made in America Taft-Hartley Benefits Summit (2019)
- "Election Campaigns: Legal Overview," Nevada State AFL-CIO COPE Conference (2018)



STRANCH, JENNINGS & GARVEY
PLLC



Marty Schubert

MEMBER

Marty Schubert focuses his practice on the firm's class action litigation, and currently represents numerous consumers who were charged improper overdraft fees by their banks or credit unions. He also assists with matters relating to voting rights and ballot access, and previously served as the voter protection director for the Tennessee Democratic Party.

Before joining Stranch, Jennings & Garvey, Mr. Schubert was a U.S. associate with Linklaters LLP in London, England, and an associate with Waller Lansden Dortch & Davis, LLP in Nashville. A native Chicagoan, he began his career as a middle school teacher in South Los Angeles. Before attending law school, he worked as a field organizer for the Obama campaign and as an Obama administration appointee at the U.S. Department of Education in Washington, D.C. Prior to beginning his legal practice, he served as a judicial intern with Chief U.S. District Judge Colleen McMahon of the U.S. District Court for the Southern District of New York.

Mr. Schubert is a 2013 graduate of Brooklyn Law School. He graduated *cum laude* from Georgetown University in 2006 and earned his M.A. in secondary education in 2008 from Loyola Marymount University.

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LOCATION

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PRACTICE AREAS

- Class Action Litigation
- Election Law

EDUCATION

- Brooklyn Law School (J.D., 2013)
 - Member, *Brooklyn Law Review*
- Loyola Marymount University (M.A., Secondary Education, 2008)
- Georgetown University (B.S., Foreign Service, *cum laude*, 2006)

EXPERIENCE

- Prosecuted class action lawsuits in 40+ states – both in state and federal courts – on behalf of consumers against their financial institutions
- Obtained fee refunds in excess of \$100+ million for more than one million consumers charged improper overdraft and non-sufficient funds fees by their banks and credit unions

BAR ADMISSIONS

- Tennessee
- New York

PROFESSIONAL HONORS & ACTIVITIES

Memberships

- Nashville Bar Association
- Tennessee Trial Lawyers Association (2019)

PUBLISHED WORKS

- Note, When Vultures Attack: Balancing the Right to Immunity Against Reckless Sovereigns, 78 BROOK L. REV. (Spring 2013)

LANGUAGES

- English
- Spanish

COMMUNITY INVOLVEMENT

- Throughout his career, Mr. Schubert has been involved in local education issues by representing suspended or truant students in administrative proceedings and serving as a committee member of the Nashville Area Chamber of Commerce's Education Report Card.
- He is also a founding board member of The Ubunye Challenge, which raises funds for educational initiatives in southern Africa and the Caribbean through athletic endurance competitions.



STRANCH, JENNINGS & GARVEY
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NASHVILLE

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Kerry Dietz

ATTORNEY

EDUCATION

- Belmont University College of Law (J.D., 2016)
 - Editor-in-Chief, *Belmont Law Review* Volume 3
- George Washington University (B.A., 2009)

BAR ADMISSIONS

- Tennessee
- U.S. District Court for the Middle District of Tennessee
- U.S. 6th Circuit Court of Appeals

PRACTICE AREAS

- Civil Litigation
- Civil Rights Law
- Labor and Employment Law
- Wage and Hour

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Caleb Harbison

ATTORNEY

EDUCATION

- Belmont University College of Law (J.D., 2022)
- Liberty University (M.A., 2017)
- East Tennessee State University (B.S., *magna cum laude*, 2016)

CLERKSHIPS

- Hon. Monte Watkins in Davidson County
- Hughes & Coleman Law Firm
- Tennessee 2nd Judicial District
- Tennessee 10th Judicial District

BAR ADMISSIONS

- Tennessee

PRACTICE AREAS

- Complex Litigation
- Opioid Litigation
- Personal Injury

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Michael Iadevaia

ATTORNEY

EDUCATION

- Cornell Law School (J.D., *cum laude*, 2019)
 - Articles Editor, *Cornell Law Review*
 - General Mills Award for Exemplary Graduate Teaching
 - CALI Award for Excellence in Labor Law
 - First Place, College of Labor & Employment Lawyers and ABA Section of Labor & Employment Law Annual Law Student Writing Competition
- Cornell University, School of Industrial and Labor Relations (B.S., with honors, 2016)

CLERKSHIP

- Hon. Jane B. Stranch of the U.S. 6th Circuit Court of Appeals
- Federal District Court Judge

BAR ADMISSIONS

- Tennessee (pending)
- New York
- District of Columbia
- U.S. District Court for the Middle District of Tennessee
- U.S. 6th Circuit Court of Appeals

PRACTICE AREAS

- Labor Law
- Employment Law
- ERISA Trust Funds
- Appellate Practice
- Class Action Litigation and Complex Litigation

NASHVILLE

The Freedom Center, 223 Rosa L. Parks Avenue, Suite 200, Nashville, TN 37203



Kyle C. Mallinak

ATTORNEY

EDUCATION

- University of Virginia School of Law (J.D., 2013)
 - Editor, *Virginia Law Review*
 - Dean's Scholarship
 - Order of the Coif
 - Outstanding Student Award, National Association of Women Lawyers
- University of South Carolina (B.A., 2010)
 - Graduate of the South Carolina Honors College
 - McNair Scholar

CLERKSHIPS

- Hon. Robert E. Payne of the U.S. District Court for the Eastern District of Virginia
- Hon. Eugene E. Siler of the U.S. 6th Circuit Court of Appeals

BAR ADMISSIONS

- Colorado
- Tennessee
- U.S. 6th Circuit Court of Appeals
- U.S. District Court for the Eastern District of Tennessee
- U.S. District Court for the Middle District of Tennessee
- U.S. District Court for the Western District of Tennessee

PRACTICE AREAS

- Class Action Litigation and Complex Civil Litigation
- Consumer Rights Litigation
- General Civil Litigation
- Business Litigation

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Nathan Martin

ATTORNEY

EDUCATION

- Nashville School of Law (J.D., 2021)
- University of Tennessee (B.A., sociology with focus in criminal justice, 2000)

BAR ADMISSIONS

- Tennessee

PRACTICE AREAS

- Civil Litigation
- Class Action

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Andrew E. Mize

ATTORNEY

EDUCATION

- Louis D. Brandeis School of Law, University of Louisville (J.D., *cum laude*, 2011)
- Centre College (B.A., 2008)
- Culver Military Academy (2004)

BAR ADMISSIONS

- Kentucky
- U.S. District Court for the Western District of Kentucky
- U.S. 6th Circuit Court of Appeals

PRACTICE AREAS

- Civil Litigation
 - Class Actions
 - Labor Law
 - Personal Injury
 - Education and Special Education Law
 - Civil Rights
 - Administrative Law Matters
- Appellate Practice
- Criminal Law

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NASHVILLE

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Emily E. Schiller

ATTORNEY

EDUCATION

- Washington University in St. Louis School of Law (J.D., 2021)
 - Online Content Editor, *Washington University Law Review*
 - Scholar in Law Scholarship Award
 - Washington Scholarship Award
 - Dean's Scholar Award
 - Dean's Leadership Award

- Tennessee Technological University (Dual Degrees: B.S. in Chemistry, *summa cum laude, in cursu honorum* | B.S. in Biology, *summa cum laude, in cursu honorum*, 2016)
 - Captain William Lafayette Anderson Scholarship
 - Joseph B. Hix Memorial Scholarship
 - Winchester History Scholarship
 - Minor in History

BAR ADMISSIONS

- Tennessee

PRACTICE AREAS

- Civil Rights
- Intellectual Property
- Class Action

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Jack Smith

ATTORNEY

EDUCATION

- University of Tennessee College of Law (J.D., 2018)
- Acquisitions Editor, *Tennessee Law Review* and *Transactions: The Tennessee Journal of Business Law*
- Member of the Appellate Litigation Clinic, where he helped successfully appeal a Fourth Amendment search and seizure case before the Sixth Circuit, *U.S. v. Christian* (6th Cir. 2018)
- The Ohio State University (B.A., *magna cum laude*, 2014)

BAR ADMISSIONS

- Tennessee
- U.S. District Court for the Middle District of Tennessee

PRACTICE AREAS

- Class Action
- Mass Tort
- Personal Injury
- Wage and Hour
- Complex Litigation
- Wills and Estates
- Condemnation/Municipal Property Disputes

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K. Grace Stranch

ATTORNEY

EDUCATION

- University of Tennessee College of Law (J.D., 2014)
 - American Constitution Society, Founder and President
 - Environmental Law Association, President
 - ENLACE, Event Coordinator
- Rhodes College (B.A., 2010)
 - International Honors Program

BAR ADMISSIONS

- Tennessee

PRACTICE AREAS

- Complex Litigation
- Constitutional Law
- Employment and Discrimination Law
- Environmental Law
- General Litigation
- Labor Law

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Colleen Garvey

ATTORNEY

EDUCATION

- Saint Louis University School of Law (J.D., 2020)
- Rockhurst University (B.A., *magna cum laude*, 2016)

CLERKSHIP

- Hon. Colleen Dolan on the Missouri Court of Appeals in the Eastern District

BAR ADMISSIONS

- Missouri
- Illinois
- U.S. District Court for the Eastern District of Missouri

PRACTICE AREAS

- Mass Torts
- Personal Injury
- Class Action Litigation and Complex Litigation
- General Civil Litigation

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Sam Gladney

OF COUNSEL

EDUCATION

- University of Missouri – Kansas City School of Law (J.D., 2016)
- United States Military Academy at West Point (Bachelor of Applied Science, 2007)

BAR ADMISSIONS

- Missouri

PRACTICE AREAS

- Labor Law
- Employee Benefits
- Nonprofit Formation and Compliance
- Regulatory Affairs

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Ellen A. Thomas

ATTORNEY

EDUCATION

- Saint Louis University School of Law (J.D., 2020)
- Saint Louis University (B.A., 2014)

CLERKSHIP

- Simon Law Firm

BAR ADMISSIONS

- Missouri
- Illinois
- U.S. District Court for the Eastern District of Missouri

PRACTICE AREAS

- Mass Torts
- Personal Injury
- Class Action and Complex Litigation
- General Civil Litigation



STRANCH, JENNINGS & GARVEY
PLLC

Bank Fees

Some banks and credit unions routinely and improperly assess overdraft fees on customers' debit card transactions, even when those transactions do not overdraw customers' account balances, and charge multiple insufficient funds fees on single transactions. These deceptive practices result in significant and unforeseen costs for customers and violate state and federal fair business practice acts, as well as the terms of the account documents of these financial institutions. In addition to settling numerous overdraft fee disputes against banks and credit unions across the U.S., our firm has also obtained multi-million-dollar settlements against financial institutions for improper fee assessments.

- **In re: Darty v. Scott Credit Union, No. 19L0798** (St. Clair County, Illinois, Circuit Court, July 13, 2022). Nearly \$5.6 million class action settlement representing 94% of damages after contested certification of consumer classes alleging improper assessment of overdraft and NSF fees.
- **In re: Jones et al. v. Lake Michigan Credit Union, No. 20-000240-CK** (Washtenaw County, Michigan, Circuit Court, Oct. 12, 2022). \$7.5 million class action settlement, including fee refunds and debt forgiveness, for consumers alleging assessment of improper bank fees class settlement.
- **In re: Stillgood Prods., LLC v. Wesbanco Bank, Inc., No. 4:21-cv-00018-SEB-DML** (S.D. Indiana, Dec. 16, 2022), ECF No. 58. \$6.45 million class action settlement, including refunds of bank fees challenged by consumer classes and debt forgiveness.
- **In re: Perkins v. Vantage Credit Union, No. 21SL-CC03736** (St. Louis County, Missouri, Circuit Court, Aug. 25, 2023). Preliminary approval of nearly \$6.1 million bank fee class settlement, including changes to future fee assessment practices.
- **In re: Lowe et al. v. NBT Bank, No. 3:19-cv-01400-MAD-ML** (N.D. New York, Sep. 30, 2022), ECF No. 104. \$5.7 million bank fee class action settlement.

ATTORNEYS IN THIS PRACTICE AREA



Kyle C. Mallinak



Nathan Martin



Marty Schubert



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
PLLC

Car Crashes

According to the National Highway Traffic Safety Administration, there were an estimated 6.1 million police-reported traffic crashes in 2021 (the last year for which data is available), a 16 percent increase over the 5.25 million crashes that occurred in 2020. Individuals injured in 2021 as a result of traffic crashes increased by 9.4 percent over the 2.28 million injuries in 2020.

Car crashes were the second-leading cause of preventable death in the U.S. in 2021 for individuals between the ages of 1 and 54, according to the Centers for Disease Control and Prevention (CDC). Nearly 43,000 fatalities occurred in 2021, a 10 percent increase over 2020's approximately 39,000 fatalities.

Victims of another driver's negligence have the right to seek compensation for injury or death. For decades, our firm has successfully represented individuals who seek to recover damages from car crashes caused by other drivers.

- Davidson County Circuit Court (Nashville, Tennessee) jury trial verdict of \$122,755.46 following a top pre-trial offer of \$30,000 (May 2021) (Regina Enochs v. Michah Bradley, Davidson County Circuit Court, Docket No. 19C235). Isaac Kimes, Stranch, Jennings & Garvey member, was First Chair Trial Lawyer.
- Davidson County Circuit Court (Nashville) bench trial verdict of \$205,274.24 following zero offers made prior to trial (January 2022). (Frieda Woolridge v. Mid-Cumberland Human Resource Agency et al., Davidson County Circuit Court, Docket No. 19C482). Member Isaac Kimes was First Chair Trial Lawyer.
- \$300,000 policy limits settlement on auto-wreck case (April 2023).
- \$500,000 policy limits settlement on auto-wreck case (July 2023).
- \$450,000 settlement on contested liability auto v. pedestrian case (July 2023).
- \$200,000 settlement on auto-wreck case (September 2023).
- \$755,000 settlement on premises liability case (November 2023).
- \$650,000 settlement on contested liability trucking case (December 2023).

ATTORNEYS IN THIS PRACTICE AREA



Hon. John (Jack) Garvey



Isaac Kimes



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
PLLC

Class Action

Our firm has a long record of success representing plaintiffs in a substantial number of class action and mass tort cases in state and federal courts throughout the U.S. These cases include some of the most complicated litigation the courts have seen against some of the largest multinational companies. Through these cases, we defend the rights of clients harmed by defective products, pharmaceuticals, industry negligence or illegal practices.

Our attorneys have served as class counsel and as lead, co-lead and liaison counsel in landmark cases and national class actions involving data breach, wage and hour violations, anti-competitive practices, illegal generic drug suppression and bid rigging, defective products and violations of the Telephone Consumer Protection act.

- **In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 CRB** (N.D. California) (J. Breyer). Founding and Managing Member J. Gerard Stranch IV served on the plaintiffs’ steering committee in a coordinated action consisting of nationwide cases of consumer and car dealerships. This action alleged that Volkswagen AG, Volkswagen Group of America and other defendants illegally installed so-called “defeat devices” in their vehicles, which allowed the cars to pass emissions testing but enabled them to emit nearly 40 times the allowable pollution during normal driving conditions. In October 2016, the court granted final approval to a settlement fund worth more than \$10 billion to consumers with two-liter diesel engines, and in May 2017, the court granted final approval to a \$1.2 billion settlement for consumers with three-liter diesel engines, and a \$357 million settlement with co-defendant Bosch.
- **In re: Davidson v. Bridgestone/Firestone, Inc. and Ford Motor Co. No. 00-C2298** (Davidson Circuit, Tennessee) (Soloman/ Brothers). The firm served as lead counsel in a nationwide class action against Bridgestone/Firestone, Inc. and Ford Motor Co. concerning defective tires. A settlement valued at \$34.4 million was reached in conjunction with a companion case in Texas.
- **In re: Cox v. Shell Oil et al., Civ. No. 18844** (Weakley Chancery, Tennessee) (Judge Malon). The firm intervened in a consumer class action composed of all persons throughout the United States who owned or purchased defective polybutylene piping systems used in residential constructions or mobile homes. A global settlement was reached that was valued at \$1 billion.
- **In re: Heilman et al. v. Perfection Corporation, et al., Civ. No. 99-0679-CD-W-6** (W.D. Missouri). The firm served on the executive committee in a nationwide consumer class action composed of all owners or purchasers of a defective hot water heater. A settlement was reached that provided 100% recovery of damages for a possible 14.2 million hot water heaters and any other property damages.
- **In re: Alpha Corp. Securities litigation.** Founding and Managing Member J. Gerard Stranch IV was appointed as co-lead counsel. The case resulted in \$161 million recovery for the class.

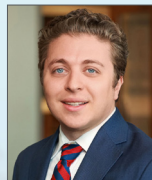
ATTORNEYS IN THIS PRACTICE AREA



Colleen Garvey



Hon. John (Jack) Garvey



Michael Iadevaia



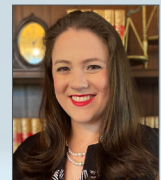
Kyle C. Mallinak



Nathan Martin



Andrew E. Mize



Emily E. Schiller



Marty Schubert



Jack Smith



Michael G. Stewart



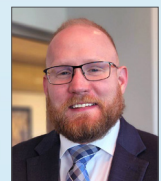
J. Gerard Stranch IV



James G. Stranch III



K. Grace Stranch



Grayson Wells



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Data Breaches

Security breach notification laws require entities to notify their customers or citizens when they have experienced a data breach and to take certain steps to deal with the situation. This gives these individuals the opportunity to mitigate personal risks resulting from the breach and minimize potential harm, such as fraud or identity theft. Currently, all 50 states, along with the District of Columbia and three U.S. territories have adopted notification laws requiring notification when a breach has occurred.

- **In re: Anthem, Inc. Data Breach Litig., MDL 2617 LHK, (N.D. California, 2016).** The firm served as counsel for plaintiffs in a coordinated action consisting of nationwide cases of consumers harmed by the 2015 criminal hacking of servers of Anthem, Inc. containing more than 37.5 million records on approximately 79 million people receiving insurance and other coverage from Anthem's health plans. The case settled in 2017 for \$115 million, the largest healthcare data breach in U.S. history, and has received final approval.
- **In re: McKenzie et al. v. Allconnect, Inc., 5:18-cv-00359** (E.D. Kentucky) (J. Hood). The firm served as class counsel in an action brought on behalf of more than 1,800 current and former employees of Allconnect, Inc., whose sensitive information contained in W-2 statements was disclosed to an unauthorized third party who sought the information through an email phishing scheme. The firm negotiated a settlement providing for direct cash payments to all class members, credit monitoring and identity theft protection plan at no cost, capped reimbursement of documented economic losses incurred per class member and other remedial measures. The approximately \$2.2 million settlement value is one of the largest per capita recoveries in a W-2 phishing litigation.
- **In re: Monegato v. Fertility Centers of Illinois, PLLC, Case No. 2022 CH 00810** (Cook County Circuit Court). The firm served as class counsel in a case brought on behalf of approximately 80,000 individuals whose personal information was involved in a February 2021 data breach. A settlement with a total estimated value of \$14.5 million was negotiated. Final approval was granted by the Cook County, Illinois Circuit Court in April 2023.
- **In re: Winsouth Credit Union v. Mapco Express Inc., and Phillips v. Mapco Express, Inc. Case Nos. 3:14-cv-1573 and 1710** (M.D. Tennessee) (J. Crenshaw). The firm served as liaison counsel in consumer and financial institution action stemming from the 2013 hacking of computer systems maintained by Mapco Express, Inc. The cases settled in 2017 for approximately \$2 million.
- **In re: Owens, et al. v. U.S. Radiology Specialists, et al., Case No. 22 CVS 17797** (Mecklenburg, North Carolina, Supreme Court). The firm served as plaintiffs' counsel in action brought on behalf of approximately 1.3 million individuals whose sensitive, personal information was potentially compromised in defendants' December 2021 data security incident. Along with co-counsel, the firm negotiated a \$5,050,000 non-reversionary common fund settlement including pro rata cash payments, reimbursement of up to \$5,000 for out-of-pocket expenses traceable to the data breach per person, compensation for lost time and verified fraud reimbursement. Preliminary approval pending.

Many more nationwide, including:

- **In re: Larson v. Aditi Consulting, LLC, Case No. 22-2-03572-2 SEA** (King County, Washington, Supreme Court) Final approval was granted July 14, 2023.
- **In re: Carr v. South Country Health Alliance, Case No. 74-CV-21-632** (Steele County, Minnesota District Court) Final approval was granted Nov. 6, 2023.
- **In re: Reese v. Teen Challenge Training Center, Inc., Case No. 210400093** (Philadelphia County, Pennsylvania Court of Common Pleas) Final approval pending.
- **In re: Joyner v. Behavioral Health Network, Inc., No. 2017CV00629** (Massachusetts Supreme Court) A non-reversionary common fund of \$1,200,000 was established to provide credit monitoring, and cover claims of economic loss up to \$10,000 and non-economic loss up to \$1,000 for lost time for each of the approximately 133,237 class members.

ATTORNEYS IN THIS PRACTICE AREA



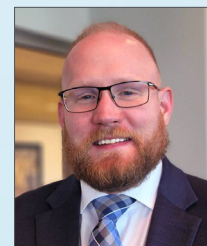
Andrew E. Mize



Jack Smith



J. Gerard Stranch IV



Grayson Wells



STRANCH, JENNINGS & GARVEY
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ERISA Trust Funds

Founding Member James G. (Jim) Stranch III and his wife, Judge Jane Branstetter Stranch of the U.S. 6th Circuit Court of Appeals, were early pioneers of 401(k) ERISA (Employee Retirement Income Security Act) litigation.

Our attorneys have represented clients and served as lead and co-lead counsel in a wide range of ERISA matters, including Taft-Hartley health and welfare funds JATC apprenticeship funds, defined contribution funds and defined benefit pension funds. In addition, we advise ERISA plan fiduciaries on a variety of administration and compliance issues; establish employee benefit trusts and plans; handle administrative claims and appeals for LTD, STD and other benefits; assist with Department of Labor audits, interpretations, investigations and enforcement; and numerous other issues.

- **In re: Nortel Networks Corp. "ERISA" Litigation, No. 3:03-MD-1537** (M.D. Tenn.) (Nixon). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of pension plan participants against fiduciaries of Nortel Network Corp. for violation of duties owed under ERISA. Court approved a settlement that provided a minimum recovery of \$21.5 million plus access to additional monies held by others.
- **In re: Qwest Savings and Investment Plan ERISA Litigation, No. 02-RB-464** (D. Colo.) (Blackburn). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of pension plan participants against fiduciaries at Qwest Communications and the Trustee, Bankers Trust/Deutsche Bank, for violation of duties owed under ERISA. A settlement was reached which provided a \$33 million cash payment from Qwest Communications to the plan for participants, a \$4.5 million cash payment from Bankers Trust/Deutsche Bank to the plan for participants, a \$20 million guarantee from Qwest Communications from a parallel securities action with the opportunity of more cash from the parallel securities action, and an undetermined amount of cash from a distribution through the U.S. Securities and Exchange Commission Fair Fund established pursuant to Section 308 of the Sarbanes-Oxley Act of 2002, 15 U.S.C. §§7201 et seq.
- **In re: Global Crossing Ltd. ERISA Litigation, No. 02 Civ. 7453** (S.D. N.Y.) (Lynch). One of several counsel in a 401(k)/ESOP class action suit brought on behalf of pension plan participants against fiduciaries at Global Crossing for violation of duties owed under ERISA. The settlement reached provided a \$79 million cash payment to the Plan for participants and allowed Plan to recover in parallel securities action.
- **In re: Xcel Energy, Inc. ERISA Litigation Civ. 02-2677** (D. Minn.) (Doty). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of the pension plan against fiduciaries of Providian Financial Corp. for violation of duties owed under ERISA. Settlement reached that provided an \$8.6 million cash payment to the Plan for participants, lifted stock restrictions in the Plan with a value between \$38 million and \$94 million, and allowed the Plan to recover in parallel securities action.
- **In re: Hitchcock v. Cumberland University 403(b) DC Plan, 851 F.3d 522** (6th Cir. 2017). As a result of this case, the university returned hundreds of thousands of dollars to employees' retirement accounts that it had wrongfully withheld. The firm succeeded in setting the precedent that plan participants can take legal claims, such as breach of fiduciary duty, straight to the courts, without having to exhaust administrative remedies through the plan, an issue of first impression in the Sixth Circuit.
- **In re: Delphi Corp. ERISA Litigation (Polito v. Delphi Corporation, et al.), No. 05-cv-71249** (E.D. Mich.). Lawsuit brought on behalf of participants in Delphi pension plans alleging that plan fiduciaries breached their duties and responsibilities under ERISA by, among other things, failing to investigate the prudence of an investment in Delphi stock and by making misrepresentations about the company's accounting practices for off-balance sheet financing and vendor rebates dating back to 1999.
- **In re: Providian Financial Corp. ERISA Litigation, No. C 01-5027** (N.D. C.A.) (Breyer). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of the pension plan against fiduciaries of Providian Financial Corp. for violation of ERISA duties. Settlement provided an \$8.6 million cash payment to the plan for participants, lifted company stock sales restrictions in the plan valued between \$3.66 million and \$5.85 million, and allowed plan to recover in a parallel securities action.
- **In re: Montana Power ERISA Litigation, No. 4:02-0099** (D. Mont.) (Haddon). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of pension plan participants against fiduciaries of Montana Power, Touch America and Northwestern Energy and against the Trustee, Northern Trust, for violation of duties owed under ERISA. Settlement was reached that provided a minimum recovery of \$4.9 million plus access to additional monies held by others.

ATTORNEYS IN THIS PRACTICE AREA



Karla M. Campbell



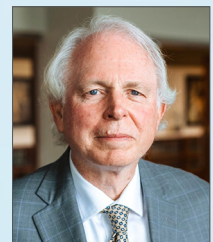
Kerry Dietz



R. Jan Jennings



Nathan R. Ring



James G. Stranch III



STRANCH, JENNINGS & GARVEY
PLLC

Labor Unions

Since our firm was founded more than seven decades ago, we have provided dependable representation for union clients in all employer-employee relations legal matters. Our attorneys are experienced in issues concerning the National Labor Relations Act, ERISA, Title VII, and wage and hours laws such as the FLSA. Our representation ranges from construction, industrial and public sector unions to district and joint councils, State Federations of Labor and Central Labor Councils.

Across the years, we have helped countless clients with union-related challenges, such as collective bargaining, contract negotiation, enforcement of labor-related claims via NLRB or federal court litigation, grievance mediation, restrictive covenant issues, severance agreements and numerous additional union matters.

- **In re: Thompson v. North American Stainless LP.** Our firm helped expand Title VII retaliation protection with this case, which reached the U.S. Supreme Court. The court ruled that North American Stainless' firing of plaintiff employee Eric Thompson violated Title VII and that he could sue because he fell within the zone of interests protected by Title VII.
- **In re: International Brotherhood of Teamsters, Local 651 v. Philbeck, 5:10-cv-105-DCR** (E.D.KY 2018). The firm successfully litigated action requesting a temporary restraining order and permanent injunction by the local union to secure control of the Facebook page belonging to the union.
- **In re: Matthew Denholm, RD of NLRB Region 9 v. Smyrna Ready Mix Concrete, LLC, 5:20-cv-320-REW** (E.D.KY 2019). The firm successfully litigated NLRB charges, culminating in a complaint for injunctive relief, where the federal district court ordered the reinstatement of seven drivers and their plant manager and the reopening of a concrete plant.
- **In re: Zeon Chemicals, L.P. v. UFCW Local 72-D, 949 F.3d 980** (6th Cir. 2020). The firm successfully appealed a district court's reversal of the union's arbitration victory for an unjustly terminated member who was ordered reinstated with full back pay.

ATTORNEYS IN THIS PRACTICE AREA



Karla M. Campbell



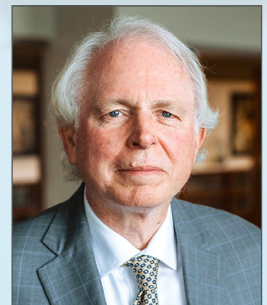
Kerry Dietz



R. Jan Jennings



Nathan R. Ring



James G. Stranch III



STRANCH, JENNINGS & GARVEY
PLLC

Mass Tort

Mass tort lawsuits occur when numerous individuals have been injured or harmed by the same act of negligence of another party, from faulty prescription drugs or medical devices to toxic contamination or defective consumer products. These types of claims provide the compensation each plaintiff needs, rather than a settlement that is split with the other plaintiffs.

Stranch, Jennings & Garvey has the experience and resources to confront the corporations responsible for the harm inflicted on plaintiffs. Our attorneys are well-versed in the necessary strategies for negotiating and litigating mass tort lawsuits, and have successfully represented numerous clients in claims against companies and corporations. Our efforts have produced significant monetary recovery and/or benefits for plaintiffs from many jurisdictions.

- **In re: National Prescription Opiate Litigation.** Our firm's Founding and Managing Member J. Gerard Stranch IV was appointed as class counsel for the negotiation class in the multi-district national prescription opioid litigation (MDL 2804) in Cleveland, Ohio. Plaintiffs alleged that the manufacturers of prescription opioids grossly misrepresented the risks of long-term use of those drugs for persons with chronic pain, and distributors failed to properly monitor suspicious orders of those prescription drugs – all of which contributed to the current opioid epidemic. National settlements of up to \$26 billion were reached in 2021 to resolve litigation brought by states and local political subdivisions against three pharmaceutical distributors (McKesson, Cardinal Health and AmerisourceBergen) and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson. Hon. Judge (ret.) John "Jack" Garvey, the founding member who leads our St. Louis office, was instrumental in securing a settlement with these companies for Missouri's counties and cities in the amount of \$183.2 million, as part of a \$458 million overall settlement for the state.

ATTORNEYS IN THIS PRACTICE AREA



Colleen Garvey



Hon. John (Jack) Garvey



Caleb Harbison



Michael G. Stewart



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
PLLC

Personal Injury

For many years, our firm has effectively represented individuals who have been harmed or injured due to third-party carelessness or misconduct. These cases include medical negligence, faulty medical devices, dangerous medications, unsafe property conditions, automobile accidents, and numerous other acts of negligence or disregard for safety that have led to injury and death.

Stranch, Jennings & Garvey proudly works to preserve and restore the rights of clients who have experienced harm due to others' actions, and our firm seeks justice for and successfully obtains full and fair compensation for these victims and their families through litigation, mediation and arbitration.

- **In re: Sullivan Baby Doe case** (originally filed as *Staubus v. Purdue*) against U.S. opioid producers Endo Health Solutions Inc. and Endo Pharmaceuticals Inc., resulting in a \$35 million settlement agreement, the largest per capita settlement achieved by any prosecution with Endo to date.
- **In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation**, resulting in approximately \$17 billion in settlements, the largest consumer auto settlement and one of the largest settlements in any matter ever.
- **In re: Orrick v. GlaxoSmithKline**, St. Louis City Circuit #1322-CC00079 (Paxil litigation).
- **In re: Jefferson County v. Williams**, #20JE-CC00029 (opioids litigation).
- Davidson County Circuit Court bench trial verdict of \$205,274 following zero offers made prior to trial (January 2022).
- Davidson County Circuit Court jury trial verdict of \$122,755.46 following a top pre-trial offer of \$30,000 (May 2021).

ATTORNEYS IN THIS PRACTICE AREA



Hon. John (Jack) Garvey



R. Christopher Gilreath



Isaac Kimes



J. Gerard Stranch IV



K. Grace Stranch



STRANCH, JENNINGS & GARVEY
PLLC

Product Liability

Our attorneys are well-versed in consumer protection laws and unfair trade practices acts, and have successfully advocated in state and federal courts for many notable cases throughout the U.S. These cases have resulted in multi-million-dollar recoveries for consumers who have been harmed by defective products, dangerous medications, misleading or improper advertising or marketing practices, fraud and other violations of the laws and acts. In addition, our attorneys have served as lead and co-lead counsel on numerous cases.

- **In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 CRB** (N.D. California) (J. Breyer). The firm served on the plaintiffs’ steering committee in a coordinated action consisting of nationwide cases of consumer and car dealerships. This action alleged that Volkswagen AG, Volkswagen Group of America and other defendants illegally installed so-called “defeat devices” in their vehicles, which allowed the cars to pass emissions testing but enabled them to emit nearly 40 times the allowable pollution during normal driving conditions. In October 2016, the court granted final approval to a settlement fund worth more than \$10 billion to consumers with two-liter diesel engines, and in May 2017, the court granted final approval to a \$1.2 billion settlement for consumers with three-liter diesel engines, and a \$357 million settlement with co-defendant Bosch.
- **In re: Davidson v. Bridgestone/Firestone, Inc. and Ford Motor Co. No. 00-C2298** (Davidson Circuit, Tennessee) (Soloman/ Brothers). The firm served as lead counsel in a nationwide class action against Bridgestone/Firestone, Inc. and Ford Motor Co. concerning defective tires. A settlement valued at \$34.4 million was reached in conjunction with a companion case in Texas.
- **In re: Montanez v. Gerber Childrenswear, LLC** (M.D. California). The firm represented consumers who purchased baby clothing tainted with unlawful levels of chemical skin irritants, resulting in a multi-million-dollar settlement.
- **In re: Cox v. Shell Oil et al., Civ. No. 18844** (Weakley Chancery, Tennessee) (Judge Malon). The firm intervened in consumer action composed of all persons throughout the United States who owned or purchased defective polybutylene piping systems used in residential constructions or mobile homes. A global settlement was reached that was valued at \$1 billion.
- **In re: Heilman et al. v. Perfection Corporation, et al., Civ. No. 99-0679-CD-W-6** (W.D. Missouri). The firm served on the executive committee in a nationwide consumer class action composed of all owners or purchasers of a defective hot water heater. A settlement was reached that provided 100% recovery of damages for a possible 14.2 million hot water heaters and any other property damages.

ATTORNEYS IN THIS PRACTICE AREA



Hon. John (Jack) Garvey



R. Christopher Gilreath



Isaac Kimes



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
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Trucking Wrecks

According to the National Safety Council (NSC), 4,842 large trucks nationwide were involved in a fatal crash in 2020 (the last year for which data is available). According to the National Center for Statistics and Analysis (NCSA), an office of the National Highway Traffic Safety Administration (NHTSA), 831 truck occupants and nearly 5,000 other individuals were killed as a result of these crashes in 2020. Between 2017 and 2020, an average of more than 42,000 truck occupants and more than 151,000 other individuals were injured.

These numbers clearly reveal the prevalence of accidents involving large trucks and the damage they inflict on individuals and their families. Our firm has decades of experience in representing victims of trucking wrecks who seek compensation to cover physical and material damages.

ATTORNEYS IN THIS PRACTICE AREA



Hon. John (Jack) Garvey



R. Christopher Gilreath



Isaac Kimes



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
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Wage and Hour Disputes

For decades, our firm has represented working people with individual claims or as part of class action litigation regarding their employers' wage and hour compliance. Our attorneys have broad litigation experience on behalf of employees in nearly every industry sector, covering a wide range of violations – from unpaid overtime or “off-the-clock” work to independent contractors, improper wage deductions and exemption requirements. They are well-versed in the provisions of the Fair Labor Standards Act, along with other federal and state statutes, and stay on top of developing case law and changes in current laws.

- **In re: Drummond et. al. v. C.E.C. Electrical Contractors, Inc., 98-1811-III** (Davidson Chancery, Tennessee). The firm served as lead counsel in a class action settlement by employees against their employer for wages and benefits due from a school construction contract between their employer and the Metropolitan-Davidson County Board of Education. A settlement was reached in which employees received 100% of their wages and benefits.

ATTORNEYS IN THIS PRACTICE AREA



Nathan R. Ring



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
PLLC

Worker Adjustment and Retraining Notification

The Worker Adjustment and Retraining Notification (WARN) Act is a federal law that helps ensure advance notice to employees in cases of qualified plant closings and mass layoffs. Employers are required to provide written notice 60 days prior to the date of a mass layoff or plant closing, in addition to other requirements. Employees of companies who have not complied with the WARN Act are entitled to certain rights. Our firm has represented clients in numerous cases that have resulted in monetary settlements for employees whose employers did not comply with the law.

- **In re: Kizer v. Summit Partners, Case No. 1:1-CV-38** (E.D. Tenn.) The firm served as lead counsel in class actions on behalf of employees of a closed Summit Partners facility located in Chattanooga, Tennessee. This case was successfully settled for \$275,000.
- **In re: Owens v. Carrier Corp., Case No. 2:08-2331-SHM P** (W.D. Tenn.) The firm served as lead counsel in class action on behalf of former Carrier Corp. employees at the closed Collierville, Tennessee, plant. The case was successfully settled for \$2.1 million on behalf of former employees after lead counsel successfully obtained class certification over plaintiffs' WARN Act claims.
- **In re: Sofa Express Inc., Case No. 07-924** (Bank. M.D. Tenn.) The firm served as lead counsel in class action on behalf of former Sofa Express, Inc. employees at company headquarters and a distribution center in Groveport, Ohio. The case was successfully settled for \$398,000 on behalf of former employees.
- **In re: Robertson et. al v. DSE Inc., Case No. 8:13-cv-1931-T-AEP** (M.D. Fla.). The firm served as lead counsel in class action on behalf of former DSE Inc. employees at Florida and South Carolina manufacturing facilities. This case was successfully settled for more than \$1 million on behalf of former employees.

ATTORNEYS IN THIS PRACTICE AREA



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