

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 2023-027889-CA-01

**JENNIFER WALLER, LEWIS DARDEN,
and SAL RIVERA, *themselves, and on
behalf of all others similarly situated,***

Plaintiffs,

v.

TIMES PUBLISHING COMPANY,

Defendant.
_____ /

CLASS ACTION

JURY TRIAL DEMANDED

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND SUPPORTING MEMORANDUM**

Plaintiffs Jennifer Waller, Lewis Darden, and Sal Rivera (“Plaintiffs”), on behalf of themselves and all others similarly situated, respectfully request the Court grant Final Approval¹ of the proposed class action settlement between Plaintiffs and Defendant, Times Publishing Company (“Times” or “Defendant”). Defendant does not oppose the relief sought herein.

I. CONCISE STATEMENT OF THE PRECISE RELIEF REQUESTED

Plaintiffs move the Court to finally approve the Agreement and certify a settlement class. Plaintiffs respectfully request the Court grant approval of the proposed settlement, and enter an order of Final Approval including, in substantially the same form, as the content of the proposed Final Approval Order attached to this Motion as **Exhibit A**.

The proposed Order approves the form of notice given to the Class and finds that it constituted the best notice practicable and comported with due process requirements, awards

¹ Unless otherwise noted, all capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement attached as Exhibit A to Plaintiffs’ Motion for Preliminary Approval filed on December 8, 2023.

attorneys' fees, an incentive award, enters judgment and dismisses the Action with prejudice and without costs except as set forth in the Agreement, bars and enjoins the Class Representatives, the Settlement Class, and each Settlement Class Member (collectively, the "Releasing Parties") from asserting Released Claims, releases the Released Parties from Released Claims, and reserves jurisdiction over the Parties to administer, supervise, construe, and enforce the Agreement in accordance with its terms.

II. STATEMENT OF THE BASIS FOR THE REQUEST

The Settlement's strength speaks for itself: It establishes a \$950,000 all-cash, non-reversionary Settlement Fund, from which each Settlement Class Member who files a valid Claim Form will be entitled to a *pro rata* share. Equally important, Defendant has agreed to meaningful prospective relief as it will (i) suspend operation of the Facebook Tracking Pixel embedded in Defendant's Website that includes both video content and a URL that substantially identifies the specific video requested or obtained from that website webpage; and (ii) confirm that it does not possess "personally identifiable information" (as that term is defined in the VPPA) of Settlement Class Members generated by the Facebook Tracking Pixel.

Over the past several months, the Parties implemented the Notice plan and provided the Notice as approved and ordered by the Court. *See, e.g.*, Declaration of Class Action Settlement Administrator ("Admin. Decl."), attached as **Exhibit B**. The settlement administrator has implemented the Court-approved notice plan and direct notice has reached 90% of the identified potential Settlement Class. *Id.* ¶¶ 3, 13. The reaction from the Settlement Class has been overwhelmingly positive: Of the nearly 384,936 identified potential Settlement Class Members, only three (3) have requested to be excluded. *Id.* ¶ 6. And **zero (0)** have objected. *Id.* ¶ 6; *see also* Joint Declaration of Class Counsel ("Joint Decl."), attached hereto as **Exhibit C**, ¶ 12. "[A] low

percentage of objections points to the reasonableness of a proposed settlement and supports its approval.” *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005).

The Settlement provides fair, reasonable, and adequate relief to the Settlement Class, and its terms and notice procedures readily satisfy Due Process and the procedural requirements of Florida Rule of Civil Procedure 1.220. For these reasons, and as explained further below, the Settlement is fair, reasonable, and adequate, and warrants this Court’s final approval.

III. FACTUAL AND PROCEDURAL BACKGROUND

a. The Litigation

On January 18, 2023, Plaintiff Jennifer Waller filed a class action complaint against Defendant Times Publishing Company in the United States District Court for the Middle District of Florida (the “*Waller Action*”). The material allegations of the complaint center on Defendant’s alleged disclosure of its subscribers’ personally identifiable information and personal video viewing information to a third party, namely Meta Platforms, Inc. (“Facebook”), without permission in violation of Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”). Joint Decl. ¶ 14.

On March 23, 2023, Plaintiffs Lewis Darden and Sal Rivera filed a class action complaint against Defendant in the United States District Court for the Middle District of Florida (the “*Darden Action*”). The *Darden Action* contained the same material allegations and sought to certify substantially the same Class as the *Waller Action*. Joint Decl. ¶ 15.

On April 14 and July 27, 2023, Defendant moved to dismiss the *Waller* and *Darden* actions, and both the *Waller* and *Darden* Plaintiffs filed oppositions. On July 26, 2023, the *Waller* and *Darden* actions were ordered consolidated. While the motions to dismiss were pending, the Parties

began discussions to determine whether the *Waller* and *Darden* actions could be settled. Joint Decl. ¶ 16.

Those discussions culminated in a daylong mediation conducted by Rodney A. Max of Upchurch Watson White & Max on September 11, 2023. Joint Decl. ¶ 17. As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged information on the merits of this case, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant’s defenses and financial condition. *Id.* Given that the information exchanged was like the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses. *Id.* Also, during the mediation, the Defendant produced documents to Class Counsel concerning Defendant’s financial condition and ability to fund a class action settlement. *Id.* At the end of the mediation, the Parties reached an agreement in principle on all material terms of a class action settlement. *Id.* ¶ 18. Thereafter, on December 5, 2023, the Parties reached agreement on all material terms of a class action settlement and executed the Agreement. *Id.*

On December 8, 2023, Plaintiffs commenced this consolidated class action, in the Circuit Court of Miami-Dade County, Florida, 11th Judicial Circuit. *Id.* ¶ 19. On that same day, Plaintiffs moved for preliminary approval of the Settlement, which the Court granted on December 28, 2023.

III. TERMS OF THE SETTLEMENT

The key terms of the Settlement Agreement, attached to Plaintiffs’ Motion for Preliminary Approval, are briefly summarized below:

a. Class Definition

The “Settlement Class” is defined as:

All Persons in the United States who from January 18, 2021 and through the date the settlement is preliminarily approved (the “Class Period”) were subscribers with activated digital access or an email newsletter recipient to the Tampa Bay Times’ online website (www.tampabay.com). The Settlement Class excludes company-issued subscriptions to employees with @tampabay.com accounts.

Agreement ¶ 1.30.

b. Monetary and Prospective Relief

The Times has agreed to pay \$950,000.00 to create a non-reversionary Settlement Fund for the benefit of the Settlement Class. *Id.* ¶ 1.29. Settlement Class Members who submit an Approved Claim will receive a *pro rata* portion of the Settlement Fund; (2) pay the costs of the Class Notice and Administration, to be paid from the Settlement Fund; (3) pay attorneys’ fees and costs of approximately 25% of the fund, to be paid from the Fund; and (4) make payment of the Incentive Awards of \$5,000.00 to each of the three Plaintiffs, to be paid from the Fund. Defendant is not required to make available any amounts other than the Settlement Fund.

In addition to this payment, Class Counsel has secured an agreement from the Times that, although it continues to deny the allegations and does not admit liability, it will suspend operation of the Facebook Tracking Pixel embedded in Defendant’s Website that includes both video content and a URL that identified the web page visited that contains videos and allegedly substantially identifies the specific video requested or obtained from that web page webpage, and confirm that it does not possess “personally identifiable information” (as that term is defined in the VPPA) of Settlement Class Members generated by the Facebook Tracking Pixel. *Id.* ¶ 2.2.

c. Release

In exchange for the relief described above, Defendant and each of its related and affiliated entities as well as all “Released Parties,” as defined at Agreement ¶ 1.25, will receive a full release of any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or

unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees, and/or obligations (including "Unknown Claims" as defined at Agreement ¶ 1.34), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the VPPA or other state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the use of Defendant's Website or mobile applications, including alleged disclosure of the Settlement Class Members' Personally Identifiable Information and video viewing behavior to any third party, including all claims that were brought or could have been brought in the Action relating to the disclosure of such information belonging to any and all Releasing Parties. *See id.* ¶¶ 1.24–1.26, 3.1–3.2.

d. Notice and Administration Expenses

The cost of sending the Notice set forth in the Agreement and any other notice as required by the Court, as well as all costs of administration of the settlement will be paid by Defendant. Agreement ¶¶ 1.27, 2.1.

e. Incentive Awards and Attorneys' Fees, Costs, and Expenses

In recognition of their efforts on behalf of the Settlement Class, Defendant has agreed that Plaintiffs may receive \$5,000.00 each from Defendant, as appropriate compensation for their time and effort serving as Class Representatives and as parties to the Action. Agreement ¶ 8.3. Defendant has also agreed that an award of reasonable attorneys' fees and payment of costs and expenses to Class Counsel in this Action will be paid from Defendant, in an amount to be approved

by the Court. *Id.* ¶ 8.1. Class Counsel has agreed to petition the Court for attorneys' fees, costs, and expenses of no more than twenty-five percent of the Settlement Fund or \$237,500.00. *Id.*

III. MEMORANDUM OF LEGAL AUTHORITY

a. Certification of the Settlement Class for Settlement Purposes Is Warranted

To conclude the Settlement, the Florida Rules of Civil Procedure require that there be notice to the Settlement Class, a fairness hearing, and this Court's final approval. Settlement "has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources, and achieve the speedy resolution of justice[.]" *Turner v. Gen. Elec. Co.*, No. 2:05-CV186-FTM-99DNF, 2006 WL 2620275, at *2 (M.D. Fla. Sept. 13, 2006) (citations omitted). For these reasons, "[p]ublic policy strongly favors the pretrial settlement of class action lawsuits." *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992).²

Generally, where there is no objection to certification and no change in circumstances from the Order preliminarily certifying a class for settlement purposes, courts certify a class for purposes of final approval of the settlement as a matter of course. *See, e.g., Burrow v. Forjas Taurus S.A.*, No. 16-21606-CIV, 2019 WL 4247284, at *6 (S.D. Fla. Sept. 6, 2019) ("Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B)."). Here, there were no objections to certification of the Settlement Class for

² Given that Florida Rule of Civil Procedure 1.220 is based on and closely parallels Federal Rule of Civil Procedure 23, Florida courts look to federal case law for guidance in class actions. *See Leibell v. Miami-Dade Cnty.*, 84 So. 3d 1078, 1083 n.5 (Fla. 3d DCA 2012); *see also Broin v. Philip Morris Co.*, 641 So. 2d 888, 889 n.1 (Fla. 3d DCA 1994).

settlement purposes to date. Moreover, there has been no change in factual circumstances since preliminary approval.

For purposes of certifying the Settlement Class pursuant to the Settlement, the requirements of Rule 1.220(a) are met: there are hundreds of thousands of Settlement Class members (numerosity); all share the same claim against Defendant for disclosing its subscribers' personally identifiable information to Facebook without permission in violation of the VPPA (commonality); Plaintiffs' claims are the same as the rest of the Settlement Class members' claims and Plaintiffs are not subject to any unique affirmative defenses (typicality); and Plaintiffs and Class Counsel have zealously litigated the claim, secured substantial relief, and have no interests antagonistic to the Settlement Class (adequacy). As to Rule 1.220(b)(3), pursuant to the terms of the Settlement, there are no individual issues precluding class treatment (predominance), and class treatment is the best method of adjudication, as seen in the fact that every Settlement Class member shall receive relief without the need for numerous (and duplicative) individual cases (superiority). *See Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106–07 (Fla. 2011) (outlining requirements for class certification). Thus, certification of the Settlement Class is warranted.

b. The Notice Provided to Class Members Was the Best Practicable Notice and Comported with Due Process Requirements

The notice requirements of Rule 1.220(c) are designed to provide sufficient due process to class members by sufficiently informing them of the pendency of the Action and providing an opportunity to be heard or opt out and must be the “best notice that is practicable under the circumstances.” *Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 576 (Fla. 1st DCA 2008). To satisfy such requirement, individual notice should be provided to class members who can be identified through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173–75 (1974)).

Here, the Parties agree to send direct, individual Notice by email to potential members of the Settlement Class. Individual, direct notice clearly comports with due process requirements. *See, e.g., Juris v. Inamed Corp.*, 685 F.3d 1294, 1320 (11th Cir. 2012). Moreover, and as outlined in the Order Preliminarily Approving Class Action Settlement dated December 28, 2023 (the “Preliminary Approval Order”), the Notice provided included a clear explanation of the terms of the Settlement, the amount sought in attorneys’ fees and incentive awards, informed class members of their right to object to seek exclusion and the method by which to do so and provided an opportunity to be heard. *See generally* Agreement (and Notice exhibits attached thereto); *see also Nolan v. Integrated Real Estate Processing, LP*, No. 3:08-CV-642-J-34HTS , 2009 WL 10670779, at *7–8 (M.D. Fla. Sept. 9, 2009) (setting forth what should be included in Notice of settlement).

Thus, and for the same reasons as set forth in the Motion for Preliminary Approval and this Court’s Preliminary Approval Order, the Notice provided to the Settlement Class Members constitutes the best notice practicable and comports with due process requirements.

c. The Terms of the Settlement are Fair and Reasonable

Before granting final approval of a proposed settlement, the court must find that the terms of the settlement are fair, reasonable, and adequate. *See Ramos v. Phillip Morris Cos.*, 743 So. 2d 24, 31 (Fla. 3d DCA 1999) (citations omitted). Courts consider several factors in making such determination, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the

attendant risks of litigation. *Grosso v. Fid. Nat'l Title Ins. Co.*, 983 So. 2d 1165, 1173-74 (Fla. 3d DCA 2008); *see also Griffith v. Quality Distribution*, 307 So. 3d 791 (Fla. 2d DCA 2018).

All such aforementioned factors favor a finding that the terms of the Agreement are clearly fair, adequate, and reasonable. *See Ramos*, 743 So. 2d at 32 (approving settlement because benefits obtained must be analyzed in light of significant risk of litigation); *Wilson v. EverBank*, NO. 14-CIV-22264-BLOOM/VALLE, 2016 WL 457011, at *7 (S.D. Fla. Feb. 3, 2016) (finding significant that appellate court could rule unfavorably to settlement class members). Continuing litigation through class certification briefing, summary judgment briefing (and potentially trial), and through an extensive appellate process would have been extremely expensive and complex, and likely would have extended for several years. *See, e.g., Borcea v. Carnival Corp.*, 238 F.R.D. 664, 673 (S.D. Fla. 2006) (approving settlement and finding significant that class members risked recovering nothing on threshold issue of whether a litigated class would be certified); *Hamilton v. SunTrust Mortg. Inc.*, No. 13-60749-CIV, 2014 WL 5419507, at *2 (S.D. Fla. Oct. 24, 2014) (avoiding expense and length of protracted litigation is significant factor in analyzing terms of settlement). Moreover, not a single class member objected to the terms of the Agreement, which is virtually dispositive on the question of whether the terms of a settlement are fair and reasonable to Class Members. *See also Barnhill v. Fla. Microsoft Anti-Trust Litig.*, 905 So. 2d 195, 200 (Fla. 3d DCA 2005) (“The fairness of the settlement and the propriety of the release is confirmed by the fact that so few of the class members have objected to it[.]”).

As set forth in the Motion for Preliminary Approval, the Settlement Fund made available to the class here is more than reasonable, given the complexity of the litigation and the significant risks and barriers that loomed in the absence of settlement including, but not limited to, potential dispositive motions, Defendant’s assertion of various legal challenges, and additional motion

practice including a motion for class certification and motions for summary judgment, plus trial and potential appellate review following a final judgment. Joint Decl. ¶ 7. This case presented substantial risk of non-recovery. While Plaintiffs believe they would likely prevail on their claims, they are also aware of the serious risks inherent in their claims. Notably, while numerous putative class actions have been brought under the VPPA, no plaintiff has prevailed on a contested class certification motion, and none have survived summary judgment. Joint Decl. ¶ 8. On the contrary, the only VPPA case to ever reach that stage has lost on both motions. *See generally In re Hulu Privacy Litig.*, 2014 WL 2758598 (N.D. Cal. June 17, 2014) (denying class certification of VPPA claim); *In re Hulu Privacy Litig.*, 86 F. Supp. 3d 1090 (N.D. Cal. 2015) (granting summary judgment for defendant on VPPA claim); *In re Vizio II*, 2019 WL 12966638, at *7 (noting the risks inherent in the VPPA claim). Even if Plaintiffs prevailed on their VPPA claim at trial, “Plaintiffs’ ultimate recovery would be largely dependent on discretionary statutory damages, which the Court could wholly or partially decline to award.” *In re Vizio II*, 2019 WL 12966638, at *7. In other words, Plaintiffs could win at every stage of this litigation and, after years of work, receive *nothing* because damages under the VPPA are discretionary. 18 U.S.C. § 2710(c)(2)(A) (“[t]he Court *may award*” damages) (emphasis added).

Further, since the Parties reached a settlement in principal in this matter, several courts dismissed VPPA putative class actions brought pursuant to the same “Facebook Pixel” theory at issue here based on grounds Defendant could raise here. *See, e.g., Lamb v. Forbes Media LLC*, No. 22-cv-06319-ALC, 2023 WL 6318033 (S.D.N.Y. Sept. 28, 2023); *Pileggi v. Washington Newspaper Publ'g Co., LLC*, No. CV 23-345 (BAH), 2024 WL 324121, at *10 (D.D.C. Jan. 29, 2024); *Gardner v. MeTV*, No. 22 CV 5963, 2024 WL 779728, (N.D. Ill. Feb. 15, 2024). The VPPA is a rapidly evolving area of law as applied to the instant facts. Joint Decl. ¶ 9. As it stands, the

plaintiffs in *Lamb, Pileggi, and Gardner* took a gamble on this unsettled area of the law, lost on the pleadings, and class members in these actions will now receive nothing. By contrast, Plaintiffs here chose to settle their claims in light of this risk, and Settlement Class Members will now receive substantial relief.

Moreover, each Settlement Class Member who submits a valid and approved Claim Form will receive a *pro rata* portion of the Settlement in *cash*. This compares favorably with other privacy settlements under the VPPA. Joint Decl. ¶ 13. Indeed, in several VPPA settlements approved by courts, and unlike here, class members did not receive any monetary compensation, as the proceeds of the settlement predominately went to *cy pres* or charity recipients rather than individual class members. *In re Netflix Privacy Litig.*, 2013 WL 1120801, at *1 (N.D. Cal. Mar. 18, 2013) (VPPA settlement where balance of settlement proceeds, after payment of attorneys' fees and settlement administration expenses, went to *cy pres* rather than to class members); *Lane v. Facebook, Inc.*, 696 F.3d 811, 817 (9th Cir. 2012) (same).

For all these reasons, Plaintiffs respectfully submit that the terms of the Settlement are fair, adequate, and reasonable to class members.

d. The Attorneys' Fees Requested Are Reasonable

The fees sought here are reasonable under the guidance of the United States Supreme Court and the Florida Supreme Court for analysis of fee petitions in class actions where a common fund is obtained. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (The Supreme Court “has recognized consistently that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995) (“Accordingly, we find that in all common-fund cases in which attorney fees have not been assessed by a trial court using the

lodestar approach as of the date of this opinion and in which a multiplier is determined to be appropriate, the maximum multiplier can be as much as 5.”).

For their extensive work prior to the filing of the complaint and throughout the pre-trial and settlement phases of this litigation, Class Counsel is seeking the equivalent of 25% of the Settlement Fund or \$237,500.00, to be paid from the Fund. Joint Decl. ¶ 24. In determining an award of attorney's fees in a percentage-of-fund class settlement case, courts typically award between 20–40% of the settlement fund. *See Camden I Condo. Ass’n v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991) (“To avoid depleting the funds available for distribution to the class, an upper limit of 50% of the fund may be stated as a general rule, although even larger percentages have been awarded”); *see also In re Checking Acct. Overdraft Litig.*, No. 09-MD-02036, 2020 WL 4586398, at *17 (S.D. Fla. Aug. 10, 2020) (“Class Counsel's fee request falls within the range of the private marketplace, where contingency fee arrangements often approach or equal 40 percent of any recovery.”); *see e.g., In re Home Depot Inc.*, 931 F.3d 1065, 1076 (11th Cir. 2019) (“In this Circuit, courts typically award between 20–30%, known as the benchmark range.”); *Wilson v. EverBank*, 2016 WL 457011, at *18 (S.D. Fla. Feb. 3, 2016) (Noting that courts across the country, “in the class action settlement context, *routinely* awarded class counsel fees in excess of the 25 percent ‘benchmark[.]’”) (emphasis in original) (quotation omitted); *Swaney v. Regions Bank*, No. 2:13-CV-00544-RDP, 2020 WL 3064945, at *7 (N.D. Ala. June 9, 2020) (same).

The hours spent here were on numerous issues, including investigating the potential claim and relevant legal and factual issues, drafting the Complaint, researching novel legal issues, responding to motions to dismiss, informally exchanging class data, data analysis, and an all-day mediation session in Miami, Florida. Joint Decl. ¶ 23. The fee request is reasonable based on the results obtained. *See In re Checking Acct. Overdraft Litig.*, 2020 WL 4586398, at *17 (approving

35% of a \$7,500,000 settlement fund plus costs for Class Counsels’ efforts in achieving a resolution); *see also Swift v. BancorpSouth Bank*, No. 10-cv-00090-GRJ, 2016 WL 11529613, (N.D. Fla. July 15, 2016) (awarding \$8.4 million in fees—35%—of \$24 million class settlement); *Belin v. Health Ins. Innovations, Inc.*, No. 19-CV-61430, 2022 WL 1126006, at *6 (S.D. Fla. Mar. 10, 2022), *report and recommendation adopted*, No. 19-61430-CIV, 2022 WL 1125788 (S.D. Fla. Apr. 15, 2022) (awarding 33.33% of the settlement award and noting that “one-third recovery ... is a customary fee” for class actions); *Fernandez v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, No. 15-CV-22782, 2017 WL 7798110, at *4 (S.D. Fla. Dec. 18, 2017) (awarding 35% of settlement fund); *Kowlessar v. EZpawn Florida, Inc.*, No. 2022-008506-CA-01, Dkt. No. 13, (Fla. 11th Cir. Ct. Oct. 24, 2022) (awarding 31% of a \$5 million settlement fund to class counsel which included many of the firms representing the Class here); *Kirkpatrick v. Genesco, Inc.*, No. 2023-003211-CA-01, Dkt. No. 15, (Fla. 11th Cir. Ct. Aug. 14, 2023) (awarding class counsel approximately 28% of a \$855,000 settlement which included many of the firms representing the Class here); Stuart J. Logan et al., *Attorney Fee Awards in Common Fund Class Actions*, 24 Class Action Rep. 169 (Mar.–Apr. 2003) (listing numerous fee awards above 35% between 1973 and 2003).

The requested attorneys’ fee here is eminently reasonable because Class Counsel seeks an amount that is significantly *less* than Class Counsel’s actual amount expended in fees and costs, and Class Counsel can reasonably expect to incur even more fees and costs in relation to final approval and the settlement of all claims. Joint Decl. ¶ 26.

b. The Incentive Awards Requested Are Reasonable

As explained by the Third District Court of Appeals, being a putative class representative “is less an honor than a headache” because he or she is “identified as a class litigant in public

records (potentially affecting credit reports and disclosures for financing), is subject to fiduciary duties ... may be deposed and required to produce records [and] meet with counsel and appear in court.” *Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 857 (Fla. 3d DCA 2009). Thus, “incentive awards are appropriate to recognize the efforts of the representative plaintiffs to obtain recovery for the class.” *In re_Domestic Air Transp. Litig.*, 148 F.R.D. 297, 358 (N.D. Ga. 1993).

Here, Defendant has agreed to pay the incentive awards of \$5,000.00 to the named Plaintiffs, which is far less than amounts regularly approved by courts. *See, e.g., Altamonte Springs Imaging*, 12 So. 3d at 857 (approving incentive award of \$10,000); *Bastian v. USAA*, No. 13-cv-1454, USDC Middle District of Florida (\$10,000 service awards were reasonable in total-loss class action settlement). An incentive award of \$5,000 each to the named Plaintiffs is appropriate given the extensive work these Plaintiffs performed in this case and Defendant’s agreement to pay those awards. Joint Decl. ¶ 29.

CONCLUSION

Plaintiffs respectfully request that the Court grant final approval of the proposed Settlement, and enter an order of final approval including:

1. Directing payment be issued to Settlement Class Members in accordance with the terms of the Agreement;
2. Certifying the Settlement Class for purposes of settlement only;
3. Finding that the Notice provided was the best notice practicable and comported with due process requirements;
4. Appointing the named Plaintiffs Jennifer Waller, Lewis Darden, and Sal Rivera as class representatives;

5. Appointing Adam A. Schwartzbaum of Edelsberg Law, P.A., Andrew J. Shamis and Edwin E. Elliott of Shamis & Gentile, P.A., and Nicholas Coulson of Liddle Sheets Coulson P.C. as Class Counsel;
6. Finding that the terms of the Settlement were fair, adequate, and reasonable;
7. Releasing the Defendant and the Released Parties from Released Claims;
8. Barring and enjoining Releasing Parties from asserting, or continuing to pursue, Released Claims;
9. Entering judgment with prejudice and without costs except as provided in the Agreement;
10. Approving Class Counsel's application for attorneys' fees and costs and Plaintiffs' Incentive Awards in accordance with the Agreement; and
11. Reserving jurisdiction to administer, supervise, and enforce the Agreement according to its terms.

Dated: March 18, 2024

Respectfully submitted,

SHAMIS & GENTILE, P.A.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of March, 2024, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Andrew J. Shamis
Andrew J. Shamis, Esq.

EXHIBIT A

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 2023-027889-CA-01

JENNIFER WALLER, LEWIS DARDEN,
and SAL RIVERA, themselves, and on
on behalf of all others similarly situated,

Plaintiffs,

v.

TIMES PUBLISHING COMPANY,

Defendant.

**UNOPPOSED ORDER GRANTING FINAL APPROVAL TO CLASS ACTION
SETTLEMENT, FINAL JUDGMENT AND ORDER OF
DISMISSAL WITH PREJUDICE**

On December 28, 2024, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement between Plaintiffs Jennifer Waller, Lewis Darden, and Sal Rivera, on behalf of themselves and all members of the Settlement Class, and Defendant Times Publishing Company (“Defendant”) (collectively, the “Parties”). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class, and set a Final Approval Hearing to take place on April 1, 2024 at 1:00 p.m.

On April 1, 2024 at 1:00 p.m., the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Plaintiffs’ Complaint on the merits and with prejudice in favor of Defendant and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class;

and (3) whether and in what amount to award counsel for the Settlement Class as Attorneys' Fees and Expenses and whether and in what amount to award Incentive Awards to Plaintiffs.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in a mediation and extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under Fla. R. Civ. P. 1.220 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will continue to fairly and adequately represent the interests of the Settlement

Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement: “All Persons in the United States who from January 18, 2021 and through the date the settlement is preliminarily approved (the “Class Period”) were subscribers with activated digital access or an email newsletter recipient to the Tampa Bay Times. The Settlement Class excludes company-issued subscriptions to employees with @tampabay.com accounts.” The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiffs’ Counsel, their employees, and their immediate family.

III. APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

5. The Court finally appoints Adam A. Schwartzbaum of Edelsberg Law, P.A.; Andrew J. Shamis and Edwin E. Elliott of Shamis & Gentile, P.A.; and Nicholas Coulson of Liddle Sheets Coulson P.C. as Class Counsel for the Settlement Class.

6. The Court finally designates Plaintiffs Jennifer Waller, Lewis Darden, and Sal Rivera as the Class Representatives.

IV. NOTICE AND CLAIMS PROCESS

7. The Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable,

and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Administrator is directed to pay those Settlement Class Members who submit Approved Claims within the time period and manner set forth in the Settlement Agreement.

10. The Court hereby approves Class Counsel's request for attorneys' fees, costs, and expenses, and awards Class Counsel \$237,500.00 as reasonable attorneys' fees and costs, inclusive of the award of reasonable costs incurred in this Action. The Court finds that the requested fees are reasonable under the percentage of the fund for the reasons set forth herein. The award of attorneys' fees and costs to Class Counsel shall be paid from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable

counsel; (e) Class Counsel have standard contingent fee agreements with Plaintiffs, who have reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and no Settlement Class Member(s) objected.

12. The Court awards each Plaintiff an incentive award in the amount of \$5,000.00 payable pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit requests for exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and each of its related and affiliated entities as well as all Released Parties from the Released Claims as set forth in the Settlement Agreement.

14. Furthermore, all members of the Class who did not validly and timely submit requests for exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Plaintiffs and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Parties (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a request for exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Plaintiffs and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

VIII. NO ADMISSION OF LIABILITY

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Parties as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted

in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Parties;

(b) offered by any person or received against Defendant or any Released Parties as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Parties; or

(c) offered by any person or received against Defendant or any Released Parties as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Parties (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and released delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification,

including the right to argue that no class should be certified for any purpose, and with respect to the merits of any claims, defenses, or allegations in this Action.

22. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiffs and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein. Finding that there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment.

DONE and ORDERED in Miami, Florida, this ____ day of _____, 2024.

CIRCUIT COURT JUDGE

Copies furnished to:
Counsel of Record

EXHIBIT B

Adam Schwartzbaum
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Shamis & Gentile, P.A.
Nicholas Coulson
Liddle Sheets Coulson P.C.

Attorneys for Plaintiffs

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2023-027889-CA-01
SECTION: CA23
JUDGE: Barbara Areces

Jennifer Waller et al

Plaintiff(s)

vs.

Times Publishing Company

Defendant(s)

_____ /

**DECLARATION OF SCOTT M. FENWICK OF KROLL SETTLEMENT
ADMINISTRATION LLC IN CONNECTION WITH FINAL APPROVAL OF
SETTLEMENT**

I, Scott M. Fenwick, declare as follows:

INTRODUCTION

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),¹ the Settlement Administrator² appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with final approval of the settlement.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

BACKGROUND

3. Kroll was appointed as the Settlement Administrator to provide notification and claims administration services in connection with that certain Class Action Settlement Agreement (the “Settlement Agreement”) entered into in the above-captioned case. Kroll’s duties in connection with the settlement have and will include: (a) establishing a post office box for the receipt of mail; (b) establishing a toll-free telephone number; (c) receiving and analyzing the Settlement Class List from Defendant; (d) creating a settlement website with online claim filing capabilities; (e) preparing and sending email Notice; (f) preparing and sending the Notice via first-class mail; (g) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (h) receiving and processing undeliverable mail, without a forwarding

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

² The Settlement Agreement and Preliminary Approval Order appoint “Kroll LLC” as the Settlement Administrator. Kroll LLC is the parent company of Kroll Settlement Administration LLC. Kroll Settlement Administration LLC is the actual Settlement Administrator in this case.

address, from the USPS; (i) receiving and processing Claim Forms; (j) receiving and processing exclusion requests; and (k) such other tasks as counsel for the Parties or the Court request Kroll to perform.

NOTICE PROGRAM

Data and Case Setup

4. On January 5, 2024, Kroll designated a post office box with the mailing address *Waller, et al. vs. Times Publishing Company*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391, in order to receive requests for exclusion, Claim Forms, and correspondence from Settlement Class Members.

5. On January 8, 2024, Kroll established a toll-free telephone number, (833) 462-3515, for Settlement Class Members to call and obtain additional information regarding the settlement through an Interactive Voice Response (“IVR”) system and/or by being connected to a live operator. As of March 13, 2024, the IVR system has received 224 calls, and 127 callers have been connected to live operators.

6. On January 10, 2024, Kroll received one (1) data file from the Defendant. The file contained 385,656 records for the Settlement Class Members, including fields for First Name, Last Name, Email1, Email2, and Mailing Addresses. Kroll undertook several steps to reconcile the list and compile the eventual Settlement Class List for sending email and mail Notice. As a result, Kroll identified 384,936 unique records. A summary of the record counts are as follows:

- 384,936 records contained primary email 1
- 20,044 records contained supplemental email 2
- 153 records contained supplemental email 3
- thirteen (13) records contained supplemental email 4
- one (1) record contained supplemental email 5
- 170,403 records contained physical mailing addresses

Additionally, in an effort to ensure that Notices would be deliverable to Settlement Class Members, Kroll ran the Settlement Class List through the USPS's National Change of Address ("NCOA") database and updated the Settlement Class List with address changes received from the NCOA.

7. On January 10, 2024, Kroll created a dedicated settlement website entitled www.TimesPublishingCompanyVPPAsettlement.com (the "Settlement Website"). The Settlement Website "went live" on February 1, 2024, and contains details of the settlement, important dates and deadlines, answers to frequently asked questions, contact information for the Settlement Administrator, copies of the Preliminary Approval Order, Settlement Agreement, settlement website Notice (or long-form Notice), and Claim Form, and provided Settlement Class Members an opportunity to file a Claim Form online.

The Notice Program

8. On February 1, 2024, Kroll caused the email Notice to be sent to the 384,936 primary email addresses for Settlement Class Members, as noted above. Additionally, in an effort to ensure Settlement Class Members would receive a Notice, Kroll caused the email Notice to be sent to the 20,211 supplemental email addresses for Settlement Class Members as noted above. A true and correct copy of a complete exemplar email Notice (including the subject line) is attached hereto as **Exhibit A**. Of the 405,147 emails attempted for delivery, 84,818 emails were rejected/bounced back as undeliverable (Encompassing 75,129 records).

9. Of the 75,129 records whose email(s) rejected/bounced back, 38,492 records had a physical mailing address.

10. As required under paragraph 4.1(b) of the Settlement Agreement, On February 16, 2024, Kroll caused 38,492 postcard Notices to be mailed via first-class mail to Settlement Class Members with rejected/bounced back emails. A true and correct copy the postcard Notice, along with the Settlement Website Notice and Claim Form, and are attached hereto as **Exhibits B, C, and D**, respectively.

NOTICE PROGRAM REACH

11. As of March 13, 2024, 244 postcard Notices were returned by the USPS with a forwarding address. Of those, 243 postcard Notices were automatically re-mailed to the updated addresses provided by USPS. The remaining one (1) was re-mailed by Kroll to the updated address provided by the USPS.

12. As of March 13, 2024, 2,216 postcard Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll ran 2,177 undeliverable records through an advanced address search.³ The advanced address search produced 1,395 updated addresses. Kroll has re-mailed Notices to the 1,395 updated addresses obtained from the advanced address search.

13. Based on the foregoing, following all emailed Notices and postcard Notice re-mailings, Kroll has reason to believe that Notice likely reached 347,478 of the 384,936 persons to whom Notice was emailed or mailed, which equates to a reach rate of the direct notice of approximately 90%. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches⁴ over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.⁵

CLAIM ACTIVITY

14. The Claims Deadline is April 16, 2024.

³ The remaining 39 undeliverable Notices received to date were received after the advanced address search was run. Kroll continues to run advanced address searches on the remaining 39 and any additional Notices returned undeliverable without a forwarding address.

⁴ FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

⁵ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

15. As of March 13, 2024, Kroll has received 355 Claim Forms through the mail and 7,619 Claim Forms filed electronically through the Settlement Website. Kroll is still in the process of reviewing and validating Claim Forms.

16. To prevent Claim Forms from being filed by individuals outside the Settlement Class and to curtail fraud, Settlement Class Members were provided a unique “Class Member ID” on their respective Notices. The Class Member ID is required for Settlement Class Members to file a Claim Form online.

EXCLUSIONS AND OBJECTIONS

17. The Objection/Exclusion Deadline to submit requests for exclusion and objections was March 2, 2024.

18. Kroll has received three (3) timely requests for exclusion from the settlement. A list of the exclusion requests received is attached hereto as **Exhibit E**. Settlement Class Members were not instructed to submit their objections to the Settlement Administrator, and none have been received by Kroll.

CERTIFICATION

I declare under penalty of perjury under the laws of the State of Florida that the above is true and correct to the best of my knowledge and that this declaration was executed on March 15, 2024, in Inver Grove Heights, Minnesota.


SCOTT M. FENWICK

Exhibit A

Subject: Waller, et al. vs. Times Publishing Company Settlement

Class Member ID: <<Refnum>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jennifer Waller, et al. vs. Times Publishing Company

Circuit Court of the Eleventh Judicial Circuit

Miami-Dade County, Florida

2023-027889-CA-01

Our Records Indicate You Have Subscribed to the *Tampa Bay Times* Digital Access and/or Newsletter and May Be Entitled to a Payment From a Class Action Settlement.

*A Court authorized this Notice. You are **not** being sued. This is **not** a solicitation from a lawyer.*

This Notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant, Times Publishing Company, disclosed its subscribers' personally identifiable information ("PII") to Facebook via the Facebook Tracking Pixel without consent in violation of the Video Privacy Protection Act (the "VPPA"). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Settlement Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are all persons in the United States who, between January 18, 2021 and December 28, 2023, had either a subscription to the *Tampa Bay Times* with activated digital access, or a newsletter subscription to the *Tampa Bay Times*, and viewed videos on the *Tampa Bay Times* website. You **must also** have had a Facebook account during this time.

What Can I Get? If approved by the Court, Defendant will establish a Settlement Fund of \$950,000.00 to pay all Approved Claims submitted by Settlement Class Members, together with Settlement Administration Expenses, Fee Award, and an incentive award. If you are entitled to relief, you may submit a claim to receive a *pro rata* (meaning equal) share of the Settlement Fund. The settlement also requires Defendant to suspend operation of the Facebook Tracking Pixel on any pages on its website that both include video content and have a URL that substantially identifies the video content viewed, unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision on the use of website pixel technology by the United States Supreme Court, any federal court of appeals, a U.S. federal district court in Florida, or a Florida state court of general jurisdiction), or until Defendant obtains VPPA-compliant consent for the disclosure of the video content viewed to Facebook.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than the Claims Deadline of April 16, 2024**. You can file a claim by clicking [here](#). Your payment

will come by check unless you elect to receive payment electronically by filing a Claim Form online.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than **March 2, 2024**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the Action. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **March 2, 2024**. Specific instructions about how to object to, or exclude yourself from, the settlement are available at www.TimesPublishingCompanyVPPASettlement.com. If you file a claim or do nothing, and the Court approves the settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of subscriber information to Facebook in this case against the Defendant will be released.

Who Represents Me? The Court has appointed lawyers from the law firms of Edelsberg Law, P.A., Shamis & Gentile, P.A., and Liddle Sheets Coulson P.C. to represent you. These attorneys are called Class Counsel. You will not be charged for these lawyers, they will be paid from the settlement. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **1:00 p.m.** on **April 1, 2024** via **Zoom**: <https://zoom.us/j/98458405897>. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for Fee Award; and decide whether to award the Class Representatives \$5,000 each from the Settlement Fund for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than 25% of the Settlement Benefit, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.TimesPublishingCompanyVPPASettlement.com, contact the Settlement Administrator at (833) 462-3515 or *Waller, et al. vs. Times Publishing Company*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

Exhibit B

Waller, et al. vs. Times Publishing Company
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

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

ELECTRONIC SERVICE REQUESTED

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

A settlement has been reached in a class action lawsuit claiming that Defendant, Times Publishing Company, disclosed its subscribers' personally identifiable information ("PII") to Facebook via the Facebook Tracking Pixel without consent in violation of the Video Privacy Protection Act (the "VPPA"). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Settlement Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are all persons in the United States who, between January 18, 2021 and December 28, 2023, had either a subscription to the *Tampa Bay Times* with activated digital access, or a newsletter subscription to the *Tampa Bay Times*, and viewed videos on the *Tampa Bay Times* Website. You **must also** have had a Facebook account during this time.

What Can I Get? If approved by the Court, Defendant will establish a Settlement Fund of \$950,000.00 to pay all Approved Claims submitted by Settlement Class Members, together with Settlement Administration Expenses, Fee Award, and an incentive award. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund. The settlement also requires Defendant to suspend operation of the Facebook Tracking Pixel on any pages on its website that both include video content and have a URL that substantially identifies the video content viewed, unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision on the use of website pixel technology by the United States Supreme Court, any federal court of appeals, a U.S. federal district court in Florida, or a Florida state court of general jurisdiction), or until Defendant obtains VPPA-compliant consent for the disclosure of the video content viewed to Facebook.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than the Claims Deadline of April 16, 2024**. You may submit a Claim Form either electronically on the Settlement Website, or by printing and mailing in a paper Claim Form, copies of which are available for download at the Settlement Website. Your payment will come by check unless you elect to receive payment electronically by submitting a Claim Form online.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than the Objection/Exclusion Deadline of **March 2, 2024**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the Action. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **March 2, 2024**. Specific instructions about how to object to, or exclude yourself from, the settlement are available at **www.TimesPublishingCompanyVPPASettlement.com**. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of subscriber information to Facebook in this case against the Defendant will be released.

Who Represents Me? The Court has appointed lawyers from the law firms of Edelsberg Law, P.A., Shamis & Gentile, P.A., and Liddle Sheets Coulson P.C. to represent you. These attorneys are called Class Counsel. You will not be charged for these lawyers, they will be paid from the settlement. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at 1:00 p.m. on April 1, 2024 via Zoom: **<https://zoom.us/j/98458405897>**. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for Fee Award; and decide whether to award the Class Representatives \$5,000 each from the Settlement Fund for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than 25% of the Settlement Benefit, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to **www.TimesPublishingCompanyVPPASettlement.com**, contact the Settlement Administrator at (833) 462-3515 or *Waller, et al. vs. Times Publishing Company*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

Exhibit C

SETTLEMENT WEBSITE NOTICE

Jennifer Waller, et al. vs. Times Publishing Company

Circuit Court of the Eleventh Judicial Circuit
Miami-Dade County, Florida
2023-027889-CA-01

Our Records Indicate You Have Subscribed to the *Tampa Bay Times* Digital Access and/or Newsletter and May Be Entitled to a Payment From a Class Action Settlement.

A Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Times Publishing Company. The class action lawsuit alleges Times Publishing of disclosing its subscribers’ personally identifiable information (“PII”) to Facebook via the Facebook Tracking Pixel without consent in violation of the Video Privacy Protection Act (the “VPPA”). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included if you are a person in the United States who, between January 18, 2021, and December 28, 2023, had either a subscription to the *Tampa Bay Times* with activated digital access, or a newsletter subscription to the *Tampa Bay Times*, and viewed videos on the *Tampa Bay Times* website. You ***must also*** have had a Facebook account during this time.
- Persons included in the settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund. The settlement also requires Defendant to suspend operation of the Facebook Tracking Pixel on any pages on its website that both include video content and have a URL that substantially identifies the video content viewed, unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision on the use of website pixel technology by the United States Supreme Court, any federal court of appeals, a U.S. Federal District Court in Florida, or a Florida State Court of general jurisdiction), or until Defendant obtains VPPA-compliant consent for the disclosure of the video content viewed to Facebook.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| SUBMIT A CLAIM FORM BY APRIL 16, 2024 | This is the only way to receive a payment. |
| EXCLUDE YOURSELF BY MARCH 2, 2024 | You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case. |
| OBJECT BY MARCH 2, 2024 | Write to the Court explaining why you don’t like the settlement. |
| DO NOTHING | You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case. |

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

Questions? Call (833) 462-3515 Toll Free or Visit www.TimesPublishingCompanyVPPASettlement.com

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give Final Judgment to the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

2. What is a class action?

In a class action, one or more people called the Class Representative sue on behalf of a group or a “Class” of people who have similar claims. In a class action, the court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

3. What is this Action about?

This Action claims that Defendant violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”) by disclosing its subscribers’ personally identifiable information (“PII”) to Facebook via the Facebook Tracking Pixel without consent. The VPPA defines PII to include information that identifies a person as having requested or obtained specific video materials or services from a video tape service provider. The Defendant denies that it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as: all persons in the United States who from January 18, 2021, and through the date the settlement is preliminarily approved (the “Class Period”) were subscribers with activated digital access or an email newsletter recipient to the Tampa Bay Times’ online website (www.tampabay.com) and also maintained during the same time a Facebook account. The Settlement Class excludes company-issued subscriptions to employees with @tampabay.com accounts.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Monetary Relief: Defendant has created a Settlement Fund totaling \$950,000. Settlement Class Member payments, the Settlement Administration Expenses, the cost to inform people about the settlement, Fee Award, and an incentive award to the Class Representatives will also come out of this fund (*see* Question 13).

Prospective Changes: In addition to this monetary relief, the settlement also requires Defendant to suspend operation of the Facebook Tracking Pixel on any pages on its website that both include video content and have a URL that identifies the video content viewed, unless and until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision on the use of website pixel technology by the United States Supreme Court, any federal court of appeals, a U.S. Federal District Court in Florida, or a Florida State Court of general jurisdiction), or until Defendant obtains VPPA-compliant consent for the disclosure of the video content viewed to Facebook.

A detailed description of the settlement benefits can be found in the [Settlement Agreement](#).

7. How much will my payment be?

If you are member of the Settlement Class you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many of the Settlement Class Members file Approved Claims. Each Settlement Class Member who files a Approved Claim will receive a proportionate share of the Settlement Fund.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **April 1, 2024**, at 1:00 p.m. If the Court approves the settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment 90 days after the settlement has been finally approved and/or any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive electronic payment and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Settlement Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **April 16, 2024**. Claim Forms can be found on the Settlement Website www.TimesPublishingCompanyVPPASettlement.com, or by printing and mailing a paper Claim Form, copies of which are available for download [on the Settlement Website](#).

We also encourage you to submit your claim on-line. Not only is it easier and more secure, but it is completely free and takes only minutes!

REMAINING IN THE SETTLEMENT

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

If the settlement becomes Final, you will give up your right to sue Defendant for the claims this settlement resolve. The Settlement Agreement describes the specific Released Claims you are giving up against the Defendant. You will be “releasing” the Defendant and certain of its affiliates described in Section 1.25 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “Documents” link on the Settlement Website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won't get any benefits from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed lawyers from the law firms of Edelsberg Law, P.A., Shamis & Gentile, P.A., and Liddle Sheets Coulson P.C. to represent you. These attorneys are called Class Counsel. They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Class Counsel's Fee Award, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than 25% of the Settlement Fund for these items, subject to Court approval.

As approved by the Court, the Class Representatives will each be paid an incentive award from the Settlement Fund for helping to bring and settle the case. The Class Representatives will seek no more than \$5,000 each as an incentive award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the settlement?

To exclude yourself from the settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Waller, et al. vs. Times Publishing Company* class action settlement. Your letter or request for exclusion must also include your name, Class Member ID, your address, your telephone number, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **March 2, 2024**, to:

Waller, et al. vs. Times Publishing Company Settlement
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this settlement.

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the settlement?

If you're a Settlement Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the settlement in *Waller, et al. vs. Times Publishing Company*, and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, including information sufficient to identify your Facebook page, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on this website its request for a Fee Award by **March 18, 2024**.

If you want to appear and speak at the duproval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than **March 2, 2024**.

| Court | Class Counsel | Defendant's Counsel |
|--|---|--|
| Dade County Courthouse 73 West Flagler St. Miami, FL 33130 | Adam Schwartzbaum Edelsberg Law, P.A. 20900 NE 30 th Ave Aventura, FL 33180 | Aaron Weiss David Karp Carlton Fields, P.A. 700 N.W. 1st Ave Suite 1200 Miami, FL 33136 |

18. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at **1:00 p.m.** on **April 1, 2024**, via **Zoom**: <https://zoom.us/j/98458405897>.

The purpose of the hearing will be for the Court to determine whether to approve the settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for Fee Award; and to consider the request for an incentive award to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check www.TimesPublishingCompanyVPPASettlement.com or call (833) 462-3515. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Waller, et al. vs. Times Publishing Company*" It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **March 2, 2024**, and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.TimesPublishingCompanyVPPASettlement.com. You may also write with questions to *Waller, et al. vs. Times Publishing Company Settlement*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391. You can contact the Settlement Administrator at (833) 462-3515 if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case Settlement Website.

Exhibit D



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PART TWO: SUBSCRIPTION INFORMATION

To qualify for a cash payment, you must have, between January 18, 2021 and December 28, 2023, had either a subscription to the *Tampa Bay Times* with activated digital access, or a newsletter subscription to the *Tampa Bay Times*, and viewed videos on the *Tampa Bay Times* website. You **must also** have had a Facebook account during this time.

POTENTIAL CASH PAYMENT: You may be entitled to receive a cash payment. The cash payment will be sent in the form of a check, unless otherwise indicated. If you would like payment in a different form, please file a claim online.

PART THREE: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of Florida that between January 18, 2021 through December 28, 2023, I had either a subscription to the *Tampa Bay Times* with activated digital access, or a newsletter subscription to the *Tampa Bay Times*, and I viewed videos on the *Tampa Bay Times* website. I also had a Facebook account during this time. I further attest that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

Signature

____/____/_____
Date (mm/dd/yyyy)

Please keep a copy of your Claim Form for your records.

Questions? Call (833) 462-3515 Toll Free or Visit www.TimesPublishingCompanyVPPASettlement.com



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Page 2 of 2

Exhibit E

Exclusion List

| Count | First Initial | Last Name |
|--------------|----------------------|------------------|
| 1 | A | CLARKE |
| 2 | B | BAILEY |
| 3 | P&R | SMITH |

EXHIBIT C

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 2023-027889-CA-01

JENNIFER WALLER, LEWIS DARDEN,
and SAL RIVERA, *themselves, and on*
on behalf of all others similarly situated,

Plaintiffs,

v.

TIMES PUBLISHING COMPANY,

Defendant.

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**

We, Adam A. Schwartzbaum, Andrew J. Shamis, Edwin E. Elliott, and Nicholas Coulson, declare as follows:

1. We are counsel of record for Plaintiffs and designated as Class Counsel for the conditionally certified Class. We submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this Declaration and could and would testify competently to them if called upon to do so.

2. The Parties' agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arm's-length. Accordingly, the proposed Settlement is exceedingly fair, and well within the range of final approval.

3. The Settlement was not conditioned on any amount of attorneys' fees for Class Counsel or Incentive Awards for Plaintiffs, which speaks to the fundamental fairness of the process.

4. The claims process here is straightforward, easy to understand for Settlement Class members, and designed so that they can easily submit a claim to their portion of the Settlement Fund.

5. A review of the factors related to the fairness, adequacy and reasonableness of the Settlement demonstrates that it fits well within the range of reasonableness, such that Final Approval is appropriate.

6. Plaintiffs and Class Counsel recognize that despite their belief in the strength of Plaintiffs' claims, and Plaintiffs' and the Class's ability to ultimately secure a favorable judgment at trial, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain.

7. As set forth in the Motion for Preliminary Approval, the Settlement Fund made available to the class here is more than reasonable, given the complexity of the litigation and the significant risks and barriers that loomed in the absence of settlement including, but not limited to, potential dispositive motions, Defendant's assertion of various legal challenges, and additional motion practice including a motion for class certification and motions for summary judgment, plus trial and potential appellate review following a final judgment.

8. This case presented substantial risk of non-recovery. While Plaintiffs believe they would likely prevail on their claims, they are also aware of the serious risks inherent in their claims. Notably, while numerous putative class actions have been brought under the VPPA, no plaintiff has prevailed on a contested class certification motion, and none have survived summary

judgment. On the contrary, the only VPPA case to ever reach that stage has lost on both motions. *See generally In re Hulu Privacy Litig.*, 2014 WL 2758598 (N.D. Cal. June 17, 2014) (denying class certification of VPPA claim); *In re Hulu Privacy Litig.*, 86 F. Supp. 3d 1090 (N.D. Cal. 2015) (granting summary judgment for defendant on VPPA claim); *In re Vizio II*, 2019 WL 12966638, at *7 (noting the risks inherent in the VPPA claim). Even if Plaintiffs prevailed on their VPPA claim at trial, “Plaintiffs’ ultimate recovery would be largely dependent on discretionary statutory damages, which the Court could wholly or partially decline to award.” *In re Vizio II*, 2019 WL 12966638, at *7. In other words, Plaintiffs could win at every stage of this litigation and, after years of work, receive *nothing* because damages under the VPPA are discretionary. 18 U.S.C. § 2710(c)(2)(A) (“[t]he Court *may award*” damages) (emphasis added).

9. Further, since the Parties reached a settlement in principal in this matter, several courts dismissed VPPA putative class actions brought pursuant to the same “Facebook Pixel” theory at issue here based on grounds Defendant could raise here. *See, e.g., Lamb v. Forbes Media LLC*, No. 22-cv-06319-ALC, 2023 WL 6318033 (S.D.N.Y. Sept. 28, 2023); *Pileggi v. Washington Newspaper Publ’g Co., LLC*, No. CV 23-345 (BAH), 2024 WL 324121, at *10 (D.D.C. Jan. 29, 2024); *Gardner v. MeTV*, No. 22 CV 5963, 2024 WL 779728, (N.D. Ill. Feb. 15, 2024). The VPPA is a rapidly evolving area of law as applied to the instant facts. As it stands, the plaintiffs in *Lamb*, *Pileggi*, and *Gardner* took a gamble on this unsettled area of the law, lost on the pleadings, and class members in these actions will now receive nothing. By contrast, Plaintiffs here chose to settle their claims in light of this risk, and Settlement Class Members will now receive substantial relief.

10. In light of the risks presented by continued litigation, Plaintiff and Class Counsel believe that the relief provided by the settlement weighs heavily in favor of a finding that the settlement is fair, reasonable, and adequate and well within the range of approval.

11. The Settlement is the best vehicle for Settlement Class Members to receive the relief to which they are entitled in a prompt and efficient manner.

12. The response from the Settlement Class has been overwhelmingly positive: Of the nearly 384,936 identified potential Settlement Class Members, only three (3) class members have requested exclusion in response to the notice. Declaration of Class Action Settlement Administrator (“Admin. Decl.”), ¶ 6. Moreover, Class Counsel nor the Settlement Administrator are aware of any objections from class members.

13. Moreover, each Settlement Class Member who submits a valid and approved Claim Form will receive a *pro rata* portion of the Settlement in *cash*. This compares favorably with other privacy settlements under the VPPA. Indeed, in several VPPA settlements approved by courts, and unlike here, class members did not receive any monetary compensation, as the proceeds of the settlement predominately went to *cy pres* or charity recipients rather than individual class members. *In re Netflix Privacy Litig.*, 2013 WL 1120801, at *1 (N.D. Cal. Mar. 18, 2013) (VPPA settlement where balance of settlement proceeds, after payment of attorneys’ fees and settlement administration expenses, went to *cy pres* rather than to class members); *Lane v. Facebook, Inc.*, 696 F.3d 811, 817 (9th Cir. 2012) (same).

BACKGROUND AND PROCEDURAL HISTORY

14. On January 18, 2023, Plaintiff Jennifer Waller filed a class action complaint against Defendant Times Publishing Company in the United States District Court for the Middle District of Florida (the “Waller Action”). The material allegations of the complaint center on Defendant’s alleged disclosure of its subscribers’ personally identifiable information and personal video viewing information to a third party, namely Meta Platforms, Inc. (“Facebook”), without permission in violation of Video Privacy Protection Act, 18 U.S.C. § 2710 et seq. (the “VPPA”).

15. On March 23, 2023, Plaintiffs Lewis Darden and Sal Rivera filed a class action complaint against Defendant in the United States District Court for the Middle District of Florida (the “*Darden* Action”). The Darden Action contained the same material allegations and sought to certify substantially the same Class as the *Waller* Action.

16. On April 14 and July 27, 2023, Defendant moved to dismiss the Waller and Darden actions, the *Waller* and *Darden* Plaintiffs filed oppositions. On July 26, 2023, the *Waller* and *Darden* actions were ordered consolidated. While the motions to dismiss were pending, the Parties began discussions to determine whether the Waller and Darden actions could be settled.

17. Those discussions culminated in a daylong mediation conducted by Rodney A. Max of Upchurch Watson White & Max on September 11, 2023. As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged information on the merits of this case, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant’s defenses and financial condition. Given that the information exchanged was like the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses. Also, during the mediation, the Defendant produced documents to Class Counsel concerning Defendant’s financial condition and ability to fund a class action settlement.

18. At the end of the mediation, the Parties reached an agreement in principle on all material terms of a class action settlement. Thereafter, on December 5, 2023, the Parties reached agreement on all material terms of a class action settlement and executed the Agreement.

19. On December 8, 2023, Plaintiffs commenced this consolidated class action, in the Circuit Court of Miami-Dade County, Florida, 11th Judicial Circuit. On that same day, Plaintiffs moved for preliminary approval of the Settlement, which the Court granted on December 28, 2023.

CLASS COUNSEL EXPERIENCE AND EXPERTISE

20. Class Counsel are highly experienced in class actions throughout the United States, including cases involving consumer privacy, as demonstrated by their firm resumes, and have brought that significant experience to bear in litigating and settling this case. *See Firm Resumes.*

21. Class Counsel collectively have decades of experience litigating consumer class actions and have litigated and settled dozens of class actions involving deceptive practices, including privacy violations, and other types of allegedly wrongful conduct by corporations.

THE REQUESTED FEE IS REASONABLE

22. Class Counsel has not been paid for their extensive efforts in securing the Settlement benefits for the Settlement Class and has not been reimbursed for litigation costs and expenses incurred.

23. The hours spent here were on numerous issues, including investigating the potential claim and relevant legal and factual issues, drafting the Complaint, researching novel legal issues, responding to motions to dismiss, informally exchanging class data, data analysis, and an all-day mediation session in Miami, Florida.

24. For their extensive work prior to the filing of the Complaint and throughout the pre-trial and settlement phases of this litigation, Class Counsel is seeking the equivalent of 25% of the Settlement Fund or \$237,500.00, to be paid from the Fund.

25. The total lodestar of all of the law firms that worked on this case is **\$241,452.50**, broken down by firm as follows:

- a. Shamis & Gentile, P.A. – \$80,390.00
- b. Edelsberg Law, P.A. – \$101,475.00
- c. Liddle Sheets Coulson P.C.– \$59,587.50

26. The attorneys' fee request of 25% of the common fund is actually *less* than their total attorneys' fees, results in a *negative* lodestar multiplier of approximately .0164.

27. The retention agreements with the Plaintiffs in this case are contingent fee agreements. No payment of attorneys' fees would occur in this case but for a fee award in an individual or class settlement. Consistent with standard-contingent fee agreements in individual cases, were the case to settle on an individual basis, Class Counsel agreed to set its fees at 33.33% of any recovery. Class Counsel took on this case with no guarantee they would receive any compensation for their work, which occupied significant resources at Class Counsel firms even before this case was filed. Public interest is served by rewarding attorneys who assume representation on a contingent basis with an enhanced fee to compensate them for the risk that might be paid nothing at all for their work. This practice encourages attorneys to assume this risk and allows plaintiffs who would otherwise not be able to hire an attorney to obtain competent counsel.

28. Class Counsel will continue to service Plaintiffs and the class by responding to Class members inquiries, preparing for and attending the final fairness hearing, and assuring that all terms of the settlement are followed. That additional time is not reflected in Class Counsel's lodestar calculation.

THE INCENTIVE AWARD IS JUSTIFIED

29. Plaintiffs' participation has been instrumental in the prosecution and ultimate settlement of this action. Here, Plaintiffs spent substantial time on this action, including by: (i) assisting with the investigation of this action and the drafting of the complaint; (ii) being in contact with counsel frequently; (iii) providing records and documents to counsel; and (iv) staying informed of the status of the action, including settlement.

We declare, under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated this 18th day of March, 2024 at Miami, Florida.

s/Adam A. Schwartzbaum

Dated this 18th day of March, 2024 at Miami, Florida.

s/ Andrew J. Shamis

Dated this 18th day of March, 2024 at Miami, Florida.

s/ Edwin E. Elliott

Dated this 18th day of March, 2024 at Detroit, Michigan.

s/ Nicholas A. Coulson

EXHIBIT A



SHAMIS & GENTILE, P.A.
CLASS ACTION LAW FIRM

Our Firm

Shamis & Gentile, P.A. has and continues to provide outstanding legal services in the Florida, New York, Texas, Georgia, Illinois, Ohio, and Arizona communities. Shamis & Gentile, P.A. distinguishes itself because of our experience and legal resources to handle virtually any case involving class action, mass tort, personal injury, personal injury protection, and contract disputes. Specifically, as it relates to class actions, Shamis & Gentile, P.A. has filed and litigated thousands of banking, insurance breach of contract, data privacy, deceptive and unfair trade practice and product liability cases. At Shamis & Gentile, P.A. our seasoned attorneys are some of the most innovative and progressive attorneys in the profession. Often, Shamis & Gentile, P.A. is called upon to litigate and settle cases that other law firms may not be able to handle on their own.

Shamis & Gentile, P.A. is committed to practicing law with the highest level of integrity in an ethical and professional manner. We are a diverse firm with lawyers and staff from all walks of life. Our lawyers and other employees are hired and promoted based on the quality of their work and their ability to treat others with respect and dignity.

Who We Are

Andrew Shamis is the managing partner at Shamis & Gentile P.A. Mr. Shamis heads the class action and mass torts divisions of the firm, where his extensive experience in civil litigation has gained him the reputation of an attorney who can deliver where it matters the most, monetary results for his clients. Mr. Shamis has recovered over 1 billion dollars for consumers and plaintiffs throughout the country through his relentlessness, expertise, and calculated approach. Mr. Shamis is routinely certified class counsel and has successfully litigated over 10,000 civil cases in his young career.

Mr. Shamis is admitted to practice law in the states of Florida, New York, Georgia, Ohio, Illinois, Arizona, and Texas, as well as the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Northern, Eastern, Western, and Southern Districts of New York, Northern and Southern District of Illinois, Northern, Middle, and Southern District of Georgia, Eastern and Western Districts of Michigan, Eastern and Western Districts of Wisconsin, Northern District and Southern Districts of Ohio, Southern District of Indiana, Eastern and Western Districts of Missouri, Western and Eastern Districts of Oklahoma, Northern, Western, Eastern, and Southern District of Texas, Eastern and Middle District of Tennessee, US District Court of Colorado, US District Court of Arizona, and the US District Court of Nebraska.

Mr. Shamis specializes in Consumer Protection Class Action Litigation, Mass Torts, Personal Injury, Personal Injury Protection, Wrongful Death, as well as General Civil Litigation.

Angelica Gentile is a named partner at Shamis & Gentile P.A. Ms. Gentile heads the catastrophic injury, personal injury, and personal injury protection divisions of Shamis & Gentile, P.A. Ms. Gentile is recognized throughout the legal community as an extremely professional and efficient attorney. A consistent favorite, clients routinely rave about how well Ms. Gentile works to protect their interests and advocate on their behalf. Ms. Gentile is admitted to practice law in both Florida and Texas and has extensive civil litigation experience, involving hundreds of depositions and motions throughout the state of Florida. Ms. Gentile not only prides herself in collecting millions of dollars in benefits owed to clients, but also in forging long lasting, successful relationships with clients.

Ms. Gentile specializes in Personal Injury, Personal Injury Protection, Class Action Litigation (TCPA, banking, insurance breach of contract, data breach, unfair and deceptive trade practices), Wrongful Death, Wrongful Termination, as well as General Civil Litigation.

Garrett Berg is a partner at Shamis & Gentile, P.A and leads the firms Telephone Consumer Protection department of Shamis & Gentile, P.A. Mr. Berg's practice involves all aspects of federal and state civil litigation with a focus on consumer-protection class action lawsuits. Mr. Berg has been responsible for recovering millions of dollars owed to clients and class members across the nation and has litigated hundreds of cases.

Edwin Elliott is a partner at Shamis & Gentile, P.A. Mr. Elliott's practice involves all aspects of complex, high-level class action litigation. Mr. Elliott represents clients in federal and state courts across the nation in class actions involving consumer fraud, deceptive and unfair trade practices, false advertising, predatory financial services, digital privacy, and complex insurance disputes. Having prosecuted numerous class actions through all stages of the litigation process, Mr. Elliott's work has contributed to hundreds of millions in recoveries for consumers.

Our staff sets the standard on being innovative and technologically savvy. This innovation and use of fully customized cutting-edge case management software allows us to create an unparalleled level of customer service and attention to detail with our clients, which has led to an exceptional growth rate rarely seen in law firms.

Shamis & Gentile, P.A. has the resources, infrastructure and staff to successfully represent large putative classes. The attorneys and staff are not simply litigators, but directors of creating successful results with the ultimate level of satisfaction by the clients.

Class Actions

Shamis & Gentile, P.A. has initiated and served as both lead counsel and co-lead counsel in hundreds of class actions, many of which have generated internet articles. Currently, the firm serves as lead counsel or co-counsel on over 100 class action lawsuits. The lawsuits range from all Districts of Florida to the Central District of California. Shamis & Gentile, P.A. has also successfully settled many Class Action cases prior to verdict.

Prominent Class Action Settlements

Over the years, Shamis & Gentile attorneys have obtained outstanding results in some of the most well-known cases.

- *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061 (N.D. Ill. 2018) (\$7,000,000.00 Class Settlement)
- *Avila-Preciado v. Horace Mann Property and Casualty Insurance Company*, No. 19-CA-004683 (20th Judicial Circuit, Lee County) (\$150,000.00 Class Settlement)
- *Bellenger v. Accounts Receivable Management, Inc.*, No. 19-cv-60205-DIMITROULEAS (S.D. Fla. 2019) (\$425,000.00 Class Settlement)
- *Bloom v. Jenny Craig, Inc.*, No. 1:18-cv-21820-KMM, 2018 U.S. Dist. LEXIS 151686 (S.D. Fla. 2018) (\$3,000,000.00 Class Settlement)
- *Bracero, et. al. v. Mendota Insurance Company*, No. 19-CA-015886 (11th Judicial Circuit, Miami-Dade County) (\$790,000.00 Class Settlement)
- *Cortazar v. CA Management Services Parent, LLC*, No. 19-cv-22075 (S.D. Fla. 2019) (\$1,500,000.00 Class Settlement)
- *Cruz-Santiago v. Amica Mutual Insurance Company*, No. 19-CA-006930 (13th Judicial Circuit, Hillsborough County) (\$464,168.00 Class Settlement)
- *DeFranks v. Nastygal.com USA Inc.*, No. 19-cv-23028-DPG (S.D. Fla. 2019) (\$4,025,000 Class Settlement)
- *Deleon III, et. al. v. Direct General Insurance Company, et. al.* No. 19-CA-001636 (9th Judicial Circuit, Osceola County) (\$2,450,000 Class Settlement)
- *Dipuglia v. US Coachways, Inc.*, No. 17-23006-Civ, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (\$2,600,000.00 Class Settlement)
- *Dunleavy v. Sunrise Detox III, LLC*, No. 18-cv-25090 (S.D. Fla. 2018) (\$500,000.00 Class Settlement)
- *Eisenband v. Schumacher Automotive, Inc.*, No. 18-cv-01061 (S.D. Fla. 2018) (\$5,000,000.00 Class Settlement)
- *Flores v. Village Ford, Inc.*, No. 2:19-CV-12368 (E.D. Mich. 2019) (\$1,050,000.00 Class Settlement)
- *Gottlieb v. Citgo Corporation*, No. 16-cv-81911 (S.D. Fla. 2016) (\$8,300,000.00 Class Settlement)
- *Halperin v. YouFit Health Clubs, LLC*, No. 18-CV-61722-WPD (S.D. Fla. 2018) (\$1,418,635.00 Class Settlement)
- *Hindes v. Ohio Mutual Insurance Company*, No. 20CV007627 (Franklin County, OH)

(\$1,875,000.00 Class Settlement)

- *Jacques, et. al. V. Security National Insurance Company*, No. CACE-19-002236 (17th Judicial Circuit, Broward County) (\$6,000,000.00 Class Settlement)
- *Jones v. Washington State Employee's Credit Union*, No. 20-2-06596-5 (Superior Court of the State of Washington County of Pierce) (\$2,400,000.00 Class Settlement)
- *King v. Classic Chevrolet, Inc. et al.*, No. 4:19-cv-00429-CVE-JFJ (N.D. Okla. 2019) (\$850,000.00 Class Settlement)
- *Locke v. Nationwide Insurance Company of America*, No. 19-12148 CIDL (Fla. 7th Cir. Ct.) (\$540,000.00 Class Settlement)
- *Marengo v. Miami Resch. Assocs., LLC*, No. 1:17-cv-20459-KMW, 2018 U.S. Dist. LEXIS 122098 (S.D. Fla. 2018) (\$1,236,300.00 Class Settlement)
- *McGowan v. First Acceptance Insurance Company, Inc.*, No. 21-CA-004864 (Fla. 9th Cir. Ct.) (\$2,200,000.00 Class Settlement)
- *Mclean v. Brett A. Osborn, D.O., PLLC*, No. 18-cv-81222-DMM (S.D. Fla. 2018) (\$800,000.00 Class Settlement)
- *Ostendorf v. Grange Indem. Ins. Co.*, No. 2:19-CV-1147 (S.D. Ohio 2020) (\$12,000,000.00 Class Settlement)
- *Papa v. Greico Ford Fort Lauderdale, LLC*, No. 1:18-cv-21897 (S.D. Fla. 2018) (\$4,800,000.00 Class Settlement)
- *Patterson v. McCarthy Ford, Inc.*, No. 2020-CH-07042 (Circuit Court of Cook County, Illinois County Department, Chancery Division) (\$1,870,000.00 Class Settlement)
- *Pena v. John C. Heath, Attorney at Law, PLLC, d/b/a Lexington Law Firm*, No. 18-cv-24407-UU (S.D. Fla. 2018) (\$11,450,863.00 Class Settlement)
- *Petit Beau, et. al., v. Ocean Harbor Casualty Insurance Company*, No. CACE-18-029268 (17th Judicial Circuit, Broward County) (\$4,500,000.000 Class Settlement)
- *Picton v. Greenway Chrysler-Jeep-Dodge Inc. d/b/a Greenway Dodge Chrysler Jeep*, No. 19-cv-00196-GAP-DCI (M.D. Fla. 2019) (\$2,745,000.00 Class Settlement)
- *Poierier v. Cubamax Travel Inc.*, No. 1:18-cv-231240 (S.D. Fla. 2018) (\$808,734.00 Class Settlement)
- *Prieto v. Crete Carrier Corporation*, No. 19-CV-60903-BB (S.D. Fla. 2019) (\$600,000.00 Class Settlement)

- *Rattner v. Tribe App. Inc.*, No. 17-cv-21344, 2017 U.S. Dist. LEXIS 198517 (S.D. Fla. 2017) (\$200,000.00 Class Settlement)
- *Robley v. IDS Property Casualty Insurance Company*, No. 2019-022263-CA-10 (11th Judicial Circuit, Miami-Dade County) (\$105,000.00 Class Settlement)
- *Smart, et. al. v. Auto Club Insurance Company of Florida, et. al.*, No. 19-CA-005580 (13th Judicial Circuit, Hillsborough County) (\$780,000.00 Class Settlement)
- *Suarez v. MAPFRE Insurance Company of Florida*, No. 19-02729-CA-01 (11th Judicial Circuit, Miami-Dade County) (\$633,525.25 Class Settlement)
- *Whitworth v. HH Entm't, Inc.*, No. 9:17-cv-80487-KAM, 2018 U.S. Dist. LEXIS 112223 (S.D. Fla. 2018) (\$750,000.00 Class Settlement)
- *Wijesinha v. Susan B. Anthony List, Inc.* No. 18-cv-22880 (S.D. Fla. 2018) (\$1,017,430.00 Class Settlement)

More About Shamis & Gentile, P.A.

To learn more about our firm, please visit www.shamisgentile.com, or view links to our blogs at <https://www.sflinjuryattorneys.com/blog/>.

EDELSBERG **LAW**

MIAMI

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ABOUT US

Your Trusted Class Action Law Firm. We are a dedicated class action firm committed to providing wide-ranging legal representation focused on delivering for our clients. Edelsberg Law is one of the top class action and commercial litigation law firms in the country.

THE EDELSBERG LAW PROMISE

Never shying away from litigating large consumer national class actions, Edelsberg Law is trusted by clients across the country to represent their interests and resolve their legal matters.

OUR MISSION

The attorneys and legal professionals at Edelsberg Law take pride in offering the highest caliber legal representation. We strive to help those that need help vindicating their rights and do not shy away from the difficult cases. If we take your case, we promise to work hard, efficient, and in your best interest.

SETTLEMENTS

Defranks V. Nastygal Class Settlement For \$5 Million Case No. 19-Cv-23028 (S.D. Fla 2020), Picton V. Greenway Dodge Class Settlement For \$2,745,000 Case No. 19-Cv-196-Orl (M.D. Fla 2020), Ostendorf V. Grange Indem. Ins. Co. Class Settlement For \$12 Million Case No. 2:19-Cv-1147, 2020 WI 134169 (S.D. Ohio 2020), Banks V. Fuccilloo Affiliates Of Florida Class Settlement For \$1,854,260 Case No. 19-Cv-00227 (M.D. Fla 2020), Goldschmidt V. Rack Room CLASS SETTLEMENT FOR \$25.9 MILLION Case No. 18-CV-21220 (S.D. FLA 2020), PENA V. LEX LAW CLASS SETTLEMENT FOR \$11.5 MILLION Case No. 18-CV-24407 (S.D. FLA 2020), Cortazar V. Ca Ventures Class Settlement For \$600,000 Case No. 19-Cv-22075 (S.d. Fla 2020), Albrecht V. Oasis Power Class Settlement For \$11 Million Case No. 18-Cv-1061 (S.D. Fla 2020), Robley V. Ids Property Casulaty Ins. Co. Class Settlement For \$275,000 Case No. 2019-022263-Ca-01 (Fla. 11th Cir. Ct.), Bracero V. Mendota Ins. Co. Class Settlement For \$1.1 Million Case No. 2019-015886-Ca-01 (Fla. 11th Cir. Ct.), Avila-Preciado V. Horace Mann Property & Casualty Insurance Co. Class Settlementfor \$290,000 Case No. 19-Ca-004683 (Fla. 20th Cir. Ct.), Colon V. Direct General Ins. Co. Class Settlement For \$780,000 Case No. 2019-Ca-1636 Oc, (Fla. 9th Cir. Ct.), Junior Et Al. V. Infinity Auto Insurance Company Over \$20 Million Settlement For Unpaid Sales Tax And Certain Fees, Final Approval Pending Case No. 6:18-Cv-01598-Wwbejk (M.D. Fla), Smart Et Al. V. Auto Club Insurance Et Al. Class Settlement For Over \$850,000 Case No. 19-Ca-005580 (Fla. 13th Cir. Ct.), Suarez V. Mapfre Insurance Co. Of Florida Class Settlement For \$800,000 Case No. 2019-020729-Ca-01 (Fla. 11th Cir. Ct.), George V. Peachtree Casualty Insurance Co. Class Settlement For \$580,000 Case No. Ca-19-674 (Fla. 7th Cir. Ct.), Dunleavy V. Surinse Detox Class Settlement For \$500,000 Case No. 18-Cv-25090 (S.D. Fla 2019), Eisenband V. Schumacher Automative Class Settlement For \$5 Million Case No. 9:18-Cv-80911 (S.D. Fla 2019), Poirier V. Cubamax Class Settlement For \$800,000 Case No. 1:18-Cv-23240 (S.D. Fla 2019), Mclean V. Osborn Class Settlement For \$800,000 Case No. 18-Cv-81222 (S.D. Fla 2019), Bloom V. Jenny Craig Class Settlement For \$3 Million Case No. 1:18-Cv-21820 (S.D. Fla 2019), Papa V. Greico Ford Class Settlement For \$4.9 Million Case No. 18-21897 (S.D. Fla 2019), Wijesinha V. Susan B. Anthony Class Settlement For \$1,017,430 Case No. 18-Cv-22880 (S.D. Fla 2019), Halperin V. Youfit Heath Clubs Class Settlement For \$1,418,635 Case No. 18-Cv-61722 (S.D. Fla 2019), Dipuglia V. U.S. Coachways, Inc. Class Settlement For \$2.6 Million Case No. 17-23006-Civ (S.D. Fla 2018), Gottlieb V. Citgo Class Settlement For \$8.3 Million Case No. 9:16-81911 (S.D. Fla 2017), Masson V. Tallahassee Dodge Jeep Chrysler, Llc. Class Settlement For \$850,000 Case No. 1-17-Cv-22967 (S.D. 2017), Stathakos V. Columbia Sportswear Company Obtained Classwide Injunctive Relief Case No. 4:15-Cv-04543 (N.D. California 2017).



SCOTT EDELSBERG

PARTNER

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Scott Edelsberg's broad-based litigation experience representing both plaintiffs and defendants provides him with an invaluable perspective when prosecuting claims on behalf of consumers who have been harmed by corporate wrongdoing.

Scott Edelsberg is the founding partner of Edelsberg Law, PA and focuses his practice in the areas of class actions, consumer fraud and personal injury.

In connection with his representation in class action matters, Edelsberg has litigated cases in multiple state and federal jurisdictions throughout the country, including two multi-district litigation proceedings. In those cases, Edelsberg 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. His efforts have led to numerous class settlements, resulting in millions of dollars in relief for millions of class members.

Edelsberg is a native of South Florida and earned a Bachelor of Arts degree in Political Science from the University of Michigan. While at Michigan, he was awarded the Michigan Merit Scholar award and served as an intern for the Washtenaw County Public Defender's office. Edelsberg went on to receive a Juris Doctor degree, Cum Laude, from the University of Miami School of Law. While attending law school, he was on the Dean's List, a member of the International and Comparative Law Review, a Merit Scholarship recipient and served as an Equal Justice for America Fellow.

EDUCATION

University of Miami School of Law,
J.D. - 2012

University of Michigan, B.A. - 2009

BAR ADMISSIONS

Florida
California

COURT ADMISSIONS

Southern District of Florida
Middle District of Florida

PRIMARY PRACTICE

Class Action



ADAM SCHWARTZBAUM

PARTNER

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Adam Schwartzbaum is a Partner at Edelsberg Law in Miami, Florida, where he plays a leading role representing individuals in class action litigation across the country. Adam has a wealth of experience representing both plaintiffs and defendants in state and federal court and at the trial and appellate levels. Adam's passion for using the law to better the lives of ordinary people makes him a fierce advocate for his clients and a champion for justice. Further, Adam has helped recover over \$1.6 billion for his clients over the course of his legal career.

Adam was previously a partner at The Moskowitz Law Firm, where he worked on some of the country's largest class actions and multi-district litigation cases. Adam directly represented many survivors of the Champlain Towers South Condominium Collapse Litigation in the firm's role as lead counsel for the economic loss victims and helped achieve a historic \$1.1 billion settlement. Adam also worked directly with Co-Lead Counsel to help organize and run two federal multi-district litigations: the FieldTurf Artificial Turf Marketing and Sales Practices Litigation, and the Erie COVID-19 Business Interruption Insurance Protection Litigation. Other representative matters include the Transamerica and Lincoln cost of insurance litigation; the COVID-19 student fee cases against Florida public schools, including appeals in all of Florida's District Courts of Appeal; several Ponzi scheme cases on behalf of investors against both principals and aiders and abettors; suits challenging illegal and deceptive and unfair business practices in the insurance industry; and a certified issue class concerning the Fort Lauderdale Water Main Break against Florida Power & Light and several of its subcontractors that was affirmed on appeal and resulted in a trial victory for the certified class. Adam also chaired the firm's busy appellate practice, utilizing his twelve years of appellate experience to lead over a dozen appeals in the Florida District Courts of Appeal and the federal Circuit Courts of Appeal. For example, Adam helped lead a team of lawyers to brief and argue *Cherry v. Dometic*, 986 F.3d 1296 (11th Cir. 2021), an appeal that resulted in an opinion clarifying and revising the "ascertainability" standard to the benefit of class action plaintiffs across the country.

Adam began his legal career with a defense-oriented practice split between appellate and trial level advocacy. At Weiss Serota Helfman Cole & Bierman, Adam represented many local governments, as well as businesses and individuals, in both state and federal court, in a variety of commercial disputes and lawsuits involving complex constitutional and statutory issues. Prior to that, Adam practiced complex commercial litigation at White & Case.

Adam was raised in the Cuban-Jewish community in Miami Beach. He attended Brandeis University as a Justice Brandeis Scholar where he earned a Bachelor of Arts with highest honors and graduated summa cum laude and Phi Beta Kappa. Adam performed a year of national service in Washington, D.C. with City Year before attending the University of Pennsylvania Law School as a Levy Scholar. Adam was a Senior Editor of the University of Pennsylvania Law Review (which published his scholarship) and a member of the Penn Moot Court Board. Adam was President of the Penn Law student chapter of the American Constitution Society and was honored for his outstanding contributions to pro bono work on behalf of workers and children in Philadelphia.

Since 2015, Adam has served on the Board of Directors of Nu Deco Ensemble, Miami's 21st Century chamber orchestra, and is currently the corporate Secretary. Adam is the founder and Team Captain for Jewish Community Service's Miami Marathon and Half Marathon Team Blue Card, which since 2013 has raised over half a million dollars to support indigent Holocaust Survivors. Adam also sits on the Board of Directors of Temple Menorah in Miami Beach.

EDUCATION

Brandeis University, B.A., 2007

University of Pennsylvania Law School,
2011

BAR ADMISSIONS

Florida Bar

Southern District of Florida

Middle District of Florida

Eleventh Circuit Court of Appeals

Third Circuit Court of Appeals

AWARDS & RECOGNITION

Rising Star, Super Lawyer Magazine,
2018, 2019, 2020, 2021, 2022, 2023

Miami Dade County Bar Association
"40 Under 40" Award (2023)

Palm Beach Media Group
Top Lawyers, 2023

PRIMARY PRACTICE

Class Action



CHRIS GOLD

PARTNER

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Chris's practice focuses on all forms of complex, high-level class action and mass tort litigation. Before joining the Firm, Chris spent over ten years at Robbins Geller Rudman & Dowd, the country's most elite plaintiffs' class action firm, where he was a partner and part of the team that achieved a \$650 million settlement against Facebook in a landmark biometric privacy case. As a result of that record-breaking achievement, Chris was named one of Florida's Most Effective Lawyers in the Privacy category by American Law Media, 2020.

Chris has experience litigating all genre of class action and multidistrict litigation against the most sophisticated litigants, including false advertising, consumer fraud, data breach, privacy, securities fraud, merger & acquisition, and insurance. Chris served on the Plaintiffs' Steering Committee in *In re Allergan Biocell Textured Breast Implant Prods, Liab. Litig. (D.N.J.)*, and he sat on the Law and Briefing and Government Entity Committees in *In re Juul Labs, Inc. Mktg., Sales Pracs., & Prods. Liab. Litig.*, where he represented the School Boards of Broward and Miami-Dade County, and other government entities seeking damages caused by the public nuisance of youth e-cigarette use in those communities.

Chris has also represented institutional investors and sovereign wealth funds in Brazilian arbitration proceedings against Brazilian oil giant, Petrobras, arising out of the company's massive Lava Jato fraud.

Some of Chris's other notable recoveries include the following:

- Settlement valued at \$15 million in *In re Sony Gaming Networks & Customer Data Sec. Breach Litig. (S.D. Cal.)*, a case arising from a massive data breach of Sony's PlayStation Network.
- \$15 million settlement in *Boland v. Gerdau S.A. (S.D.N.Y.)* on behalf of investors in a Brazilian steel conglomerate that failed to disclose its alleged bribery of Brazilian tax authorities.
- \$9 million settlement in *In re Winn-Dixie Stores, Inc. S'holder Litig. (Fla. 4th Cir. Ct.)*, for former Winn-Dixie shareholders whose stock was undervalued in a buyout of the company.
- \$10 million settlement in *In re AuthenTec, Inc. S'holder Litig. (Fla. 18th Cir. Ct.)*, on behalf of the former shareholders of AuthenTec following its buyout by Apple, which incorporated AuthenTec's fingerprint technology into the Apple iPhone.

Chris was recognized as a Super Lawyer Rising Star in 2020 and 2021. He holds a Bachelor of Science degree in Business Administration from Lynn University, in Boca Raton Florida, and a Juris Doctor degree from DePaul University College of Law in Chicago, Illinois.

Chris is a Blackbelt in Brazilian Jiu-jitsu and a former MMA fighter. Chris is fluent in Brazilian Portuguese.

EDUCATION

DePaul University College of Law,
J.D. -2010

Lynn University, B.S., Business - 2006

BAR ADMISSIONS

Florida

United States District Courts for the
Middle and Southern Districts of
Florida

United States District Court for the
Eastern District of Michigan

United States District Court for the
Southern District of Texas

Southern District of Florida

Middle District of Florida

ACCOLADES

Named one of "Florida's Most Effective
Lawyers" in the Privacy category by
American Law Media, 2020

Rising Star, Super Lawyers Magazine,
2019-2020



GABRIEL MANDLER

SENIOR ASSOCIATE

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Gabriel Mandler is a Senior Associate at Edelsberg Law. His practice focuses on multi-state consumer class action litigation, representing clients in both state and federal courts at the trial and appellate levels.

Gabriel has experience litigating a broad range of class action disputes, including employment discrimination, insurance disputes and mass torts. Gabriel previously worked at Stroock & Stroock & Lavan LLP, where he was part of a team in the remedial phase of a Title VII class action that recovered approximately \$2 billion for African American and Latino teachers who were discriminated against by New York City's Board of Education. Gabriel also has extensive experience handling complex commercial litigation disputes through trial.

A Miami native, Gabriel graduated magna cum laude from the University of Miami School of Law, where he was a member of the Business Law Review and Charles C. Papy, Jr. Moot Court Board. During this time, Gabriel interned for the Honorable Jonathan Goodman, a United States Magistrate Judge for the Southern District of Florida. Prior to law school, Gabriel earned his Bachelor of Arts Degree in Journalism and Communications from the University of Florida.

EDUCATION

University of Miami Law School, J.D.
University of Florida, B.A.



RACHEL DEEPER OF COUNSEL

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Rachel Dapeer's practice focuses on multi-state consumer class action litigation and complex commercial litigation. She handles a broad range of disputes involving insurance policies, fraudulent business practices, labeling claims, and other consumer matters.

Rachel is of-counsel at Edelsberg Law and manages her own law firm, Dapeer Law, P.A. where her litigation practice spans a variety of industries including real estate, automotive, banking and retail. Prior to joining Edelsberg law, Rachel was an Associate at Greenspoon Marder, LLP., where she represented businesses and individuals in a variety of disputes involving breach of contract, commercial transactions, fraud, business torts, deceptive and unfair trade practices, tax lien and real estate litigation.

Rachel attended undergraduate school at the University of North Carolina at Chapel Hill (B.S.B.A., 2007) and obtained a Juris Doctorate degree from Cardozo Law School (J.D., 2011). Before returning home to Miami, Rachel practiced in New York City at Windels, Marx, Lane & Mittendorf, LLP, representing lenders, financial institutions, and servicers with complex tax lien and mortgage foreclosure proceedings.

EDUCATION

Cardozo Law School, J.D. - 2011

University of North Carolina,
B.S., B.A. - 2007

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CLASS ACTION AND COMPLEX LITIGATION

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FIRM RESUME

Liddle Sheets Coulson P.C. is Detroit, Michigan law firm that has concentrated its practice on representing individuals in class action and multi-plaintiff litigation for more than 20 years. The firm's attorneys have been appointed class counsel in over 100 cases, including in state, federal, and bankruptcy courts in states across the country. The firm has obtained many groundbreaking settlements, litigated numerous successful appeals, and contributed to scholarship in the areas of environmental and class action law.

Representative cases include:

Dykehouse v. 3M Company, Case No. 1:19-cv-01225 (W.D. Mich.) wherein the firm obtained an \$11.9 million settlement for the residents of Parchment, Michigan after their municipal drinking water was found to be contaminated with PFAS chemicals. Class members received significant individual payments despite substantial hurdles, including the potential limitation of damages because the contamination was only known for 30 days before the city's water source was changed. Believed to be the first PFAS water contamination anywhere to which 3M, the inventor and major producer of the chemicals, has been a party.

McKnight v. Uber (Case No. 3:14- cv-05615-JST) (ND. Cal.) co-lead class counsel in a \$32,500,000 class action settlement of claims regarding Uber's widely reported "Safe Rides Fee," safety measures, and background check process for potential drivers.

Michaely, et al v. Browning-Ferris Industries of California, Inc. Case No. BC 497125 (Superior Court of the State of California, County of Los Angeles- Central Division), firm reached a total settlement of \$9.5 million for residents of a neighborhood afflicted by ongoing air pollution from a landfill. Believed to be one of the largest ever landfill emissions class action settlements that did not involve personal injury claims.

Etheridge v City of Grosse Pointe Park, Case No. 95-527115NZ (Wayne County, MI Third Circuit Court) where, in 1998, partner Steven Liddle was able to end Grosse Pointe Park's 60-year practice of dumping untreated sewage into a canal system that bordered the plaintiffs' property. The defendant had to pay \$3.8 million in monetary damages to the plaintiffs. This was the first instance where we successfully used the class action mechanism to address localized environmental concerns.

In Re: Lessard, Case No. 00-74306 (E.D. Mich) - Extensively litigated the issue of governmental immunity for sewage invasions, including a certified question to the Michigan Supreme Court. While we prevailed on behalf of our thousands of clients under a traditional trespass/nuisance theory, the supreme court utilized prospective application to limit the holding in future cases, depriving future victims of redress. Rather than accept this outcome, we led a grassroots campaign that led to the enactment of Public Act 222 of 2001 (MCL 691.1416 et seq.). The act created one of the few exceptions to governmental immunity in Michigan, allowing a homeowner to seek damages arising from a sewage backup. The enactment of this law has enabled thousands of Michigan homeowners to receive reimbursement for property loss occasioned by a sewage backup and has incentivized numerous municipalities to upgrade their sewer infrastructure to prevent future events.

Notable appellate decisions obtained by the firm include *Baptiste v. Bethlehem Landfill Co.*, 965 F.3d 214 (3d Cir. 2020); *Clark-Floyd Landfill, LLC v. Gonzalez*, No. 19A-CT-2680, 2020 Ind. App. LEXIS 257, at *21 (Ct. App. June 18, 2020) (unanimously affirming grant of class certification on defendant's interlocutory appeal); *Bell v. Cheswick Generating Station*, 734 F.3d 188, 190 (3d Cir. 2013) (circuit-wide issue of first impression holding that claims of plaintiffs and class were not preempted by federal statutory scheme, now adopted by several federal circuits and states); *Olden v. Lafarge Corp.*, 383 F.3d 495, 497 (6th Cir. 2004) (overruling prior precedent that prohibited aggregating class damage for jurisdictional purposes and affirming district court's grant of class certification).

The firm presently represents clients in mass tort litigation, hundreds of consumer arbitrations, and dozens of class actions. LSC's investments in state of the art technology have enabled it to generate remarkable efficiency and help a greater number of clients than ever before. Most of the firm's staff has more than a decade of tenure, providing institutional knowledge and experience that helps the firm achieve consistently excellent results.

Steven D. Liddle, Managing Partner

Steven D. Liddle has been litigating complex civil cases, predominantly class actions, since 1991. He is a recipient of Michigan Lawyers Weekly's "Lawyers of the Year" award for his representation of thousands of homeowners impacted by environmental contamination. He was named to Crain's Detroit Business 2003 "40 Under 40". In the *Fox Creek* litigation, he resolved a 60-year-old ongoing environmental problem for residents of the lower east side of Detroit. For decades, sewage had been discharged into a canal system that bordered their homes. Mr. Liddle resolved the case for \$3.8 million in damages and the installation of a new \$25 million sewage system to eliminate future discharges. Since that time, Mr. Liddle has successfully represented hundreds of thousands of individuals in environmental claims against corporate and municipal entities, recovering many millions of dollars. He has also served as an adjunct professor at Michigan State University Detroit College of Law, where he taught complex litigation.

Steve uses his decades of experience in the class action space to oversee the firm's rapid growth into new, important areas of practice. Under his direction, the firm has expanded into consumer, securities, data protection, and other litigation, as well as mass torts and mass arbitrations.

Mr. Liddle is a member of the bar of the State of Michigan and is admitted to the bars of the United States District Courts for the Eastern District of Michigan, the Western District of Michigan, the Western District of New York, and the Eastern District of Wisconsin. Mr. Liddle is also admitted to the United States Court of Appeals for the Sixth Circuit and the Supreme Court of the United States.

Steve Liddle graduated from Michigan State University in 1987 and received his Juris Doctor in 1991 from the University of Detroit Mercy Law School.

Laura L. Sheets, Partner

Laura L. Sheets has successfully litigated environmental tort cases in Michigan and elsewhere since 2001. Her efforts have resulted in many millions of dollars in monetary recoveries and improvements to the quality of life in dozens of neighborhoods. She served as interim co-lead and class counsel in *Holder, et al v. Enbridge Energy L.P., et al*, Case No. 1:10-cv-752 (W.D. Mich. 2010), the class action litigation that arose from the 2010 Kalamazoo River oil spill. She has successfully resolved dozens of cases against a variety of industrial polluters in numerous

jurisdictions, both in state and federal courts. In 2013, Attorney at Law magazine profiled her efforts on behalf of homeowners in environmental cases. She presently represents residents impacted by environmental contamination in at least seven states.

Ms. Sheets is a member of the Bar of Michigan and is admitted to the United States District Courts for the Eastern District of Michigan and Western District of Michigan.

Ms. Sheets graduated from Wayne State University with honors in 1998 and received her Juris Doctor from Wayne State University Law School in 2001.

Nicholas A. Coulson, Partner

Courts throughout the country have appointed Mr. Coulson to represent millions of people in dozens of class actions, including in the fields of environmental, securities, and consumer protection litigation. He is proud to have worked to recover many millions of dollars for his clients, and to improve the lives of those impacted by industrial emissions, contamination, and corporate greed. He has successfully litigated numerous appeals in class actions in both state and federal courts, and his publications include topics related to class actions, civil procedure, and environmental law.

Some of Nick's recent achievements include the litigation and resolution of *Dykehouse v. 3M Company*, Case No. 1:19-cv-01225 (W.D. Mich.), wherein he obtained an \$11.9 million settlement for the residents of Parchment, Michigan after their municipal drinking water was found to be contaminated with PFAS chemicals; *McKnight v. Uber* (Case No. 3:14-cv-05615-JST) (N.D. Cal.) in which he, along with class counsel from two other firms obtained a \$32,500,000 class action settlement of claims regarding Uber's "Safe Rides Fee," safety measures, and background check process for potential drivers; *Nellis et al v. Vivid Seats LLC*, Case No. 1:20-cv-02486 (N.D. Ill.), a nationwide consumer class action he resolved for \$7.5 million; and *Michaely, et al v. Browning-Ferris Industries of California, Inc.* Case No. BC 497125 (Superior Court of the State of California, County of Los Angeles- Central Division), wherein he worked to obtain a total settlement of \$9.5 million for residents of a neighborhood afflicted by ongoing air pollution from a landfill. He is currently serving as co-lead counsel in the securities class action *In re Robinhood Order Flow Litigation*, Case No. 4:20-cv-09328-YGR (N.D. Cal.).

Nick graduated from Oakland University in 2008 with a Bachelor of Arts in Political Science and received his law degree from the University of Minnesota Law School in 2013. He

was admitted to the State Bar of Michigan in 2013. His other bar memberships include the United States District Courts for the Eastern District of Michigan, Western District of Michigan, Northern District of Illinois, Eastern District of Wisconsin, Western District of Wisconsin, Western District of New York, District of Colorado, and the Middle District of Tennessee, as well as the United States Courts of Appeals for the Third, Fifth and Ninth Circuits. He is a member of the State Bar of Michigan, the Federal Bar Association (E.D. Mich. Chapter), the Michigan Association for Justice, the American Association for Justice, and has been named a Super Lawyers Rising Star (2021-23). His writings include: “Don’t ‘Fix’ Misrepresentation Class Claim Pleading Standards” (Law360 Dec. 3, 2021); and “PFAS in the Courts: What’s happened? What’s Next?” (Michigan Bar Journal, June 2022) (with Kyle Konwinski).

Matthew Z. Robb, Associate

Matthew Z. Robb is an associate attorney at Liddle & Dubin, P.C. He specializes primarily in environmental class actions including air pollution, groundwater contamination, and sewage backups. Matt is a former clerk for the Honorable Damon J. Keith on the United States Court of Appeals for the Sixth Circuit, the longest serving African American federal judge in American history. He authored a book about his father Dean’s remarkable life as a groundbreaking attorney, entitled “Dean Robb: An Unlikely Radical,” which won the 2011 Indie Excellence Award for Best Historical Biography.

Mr. Robb is a member of the Bar of the State of Michigan and is admitted to the United States District Court for the Eastern District of Michigan as well as the United States Court of Appeals for the Sixth Circuit.

Mr. Robb graduated with honors from Michigan State University in 2009 and received his Juris Doctor *cum laude* in 2016 from Wayne State University Law School. Before law school, Matt worked as a high school teacher in Detroit Public Schools.

D. Reed Solt, Associate

Dustin “Reed” Solt graduated *cum laude* from the University of Tennessee – Knoxville in 2019 and Michigan State University College of Law in 2022. Beginning as a law clerk with the firm, Reed has initiated and worked on various complex civil litigation involving environmental contamination, consumer protection, and data privacy in both state and federal court.

Reed is an *Editor Emeritus* of The Citing Slavery Project, created by Professor Justin Simard to study and disclose the legacy of the law of slavery in American law. He is admitted to practice in Michigan, the United States District Court for the Eastern District of Michigan, and the United States District Court for the District of Colorado.

Christian A. Ieraci, Associate

Christian A. Ieraci is a 2022 *magna cum laude* graduate of the University of Detroit Mercy School of Law. He joined LSC after practicing as a health law and immigration attorney, and has worked on consumer protection, environmental contamination, and data privacy cases in both state and federal court.

In law school, Christian's law review article advocating for stronger enforcement of anti-monopoly laws to reduce corporate greed was published in the University of Detroit Mercy Law Review. Christian earned CALI awards for the top performance in the school's Consumer Protection, Counselling and Negotiations, Property Law, Contract Law, Health Law, and Health Law LFP classes. Christian also interned for the Honorable Christopher Murray at Michigan's 1st District Court of Appeals.

Julia G. Haghghi, Associate

Originally from Long Island, New York, Julia moved to Michigan in October 2023 and began practicing at LSC. Julia was admitted to the New York bar in April 2023 after graduating law school in May 2022. During law school, Julia was an advocate for survivors of domestic violence and New York City parents who were wrongfully accused of child abuse and neglect. She also Julia co-authored an open-source criminal law textbook with Dean Michael Simons of St. John's Law in an effort to make the criminal law course material more accessible to all students. Additionally, Julia served as the Executive Articles Editor of the Journal of Civil Right and Economic Development.

After graduation, Julia gained litigation experience at a general practice where she worked on numerous cases concerning trust and estate planning and litigation as well as commercial, real estate, and construction litigation. Julia joined LSC in order to protect the interests of ordinary citizens against atrocities committed by large and unethical corporations.