UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: CHANTIX (VARENICLINE) MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION II	22-MD-3050 (KPF) 22-MC-3050 (KPF)

DECLARATION OF JOSEPH P. GUGLIELMO IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT, PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS, AND APPROVAL OF NOTICE PLAN

Pursuant to 28 U.S.C. §1746, I, Joseph P. Guglielmo, declare as follows:

1. I am a partner at the law firm of Scott+Scott Attorneys at Law LLP ("Scott+Scott") and am admitted to practice before this Court. This Court appointed Scott+Scott as Liaison Counsel and Ruben Honik of Honik LLC ("Honik"), and Charles E. Schaffer of Levin Sedran & Berman ("Levin Sedran")[1] as Plaintiffs' Interim Co-Lead Class Counsel in this Action. This Declaration is based upon my personal knowledge and experience, and if called on to do so, I could and would testify competently thereto.

2. I submit this Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Settlement, Preliminary Certification of Settlement Class, and Approval of Notice Plan.[2]

I. FACTUAL BACKGROUND AND OVERVIEW OF THE ACTION

3. Over the course of the past four years, Co-Lead Class Counsel has engaged in extensive, hard-fought litigation. This Action was centralized on December 22, 2022, by the Judicial Panel on Multidistrict Litigation, which consolidated eight pending cases in this transferee Court, see ECF No. 1, followed by eight more on January 4, 2023, see ECF No. 2, and Ohio Carpenters' Health Fund's related action following its filing of a related complaint on January 17, 2023.

4. On May 1, 2023, the Court appointed interim co-lead counsel and liaison counsel for the proposed classes. *See* ECF No. 39. Thereafter, Plaintiffs filed their Consolidated Master Class Action Complaint on May 5, 2023 (the "Complaint"). ECF No. 40. The Complaint alleges

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[1] Jorge Mestre of Rivero Mestre LLP (Rivero Mestre) was also appointed interim co-lead counsel, but Rivero Mestre has since withdrawn from the Action.

[2] All capitalized terms not defined herein have the meanings ascribed to them in the Class Action Settlement Agreement ("Settlement Agreement"), which is attached as Exhibit 1 to this Declaration.

economic damages on behalf of a nationwide class of consumers and third-party payors ("TPPs") paid for Chantix that was contaminated with N-nitroso varenicline ("NNV"), a genotoxic, probable human carcinogen. The central allegation of the Complaint is that Pfizer failed to disclose the presence of NNV in Chantix and that Plaintiffs overpaid for their purchases of the drug.

5. Following the parties' briefing on Pfizer's Motion to Dismiss, ECF Nos. 42-45, 49-52, on May 28, 2024, the Court denied in part Pfizer's motion to dismiss and allowed Plaintiffs' consumer protection, and certain state unjust enrichment claims to proceed on the basis that Pfizer did not disclose that Chantix was not manufactured in compliance with current Good Manufacturing Practices ("cGMPs"). *See* ECF No. 58 at 18, 91.

6. The Court required supplemental briefing on the breach of warranty and negligence-based claims. *See* ECF No. 58 at 91. After another round of letter briefing, *see* ECF Nos. 62, 70, the Court dismissed all express and implied warranty claims and the negligence-based claims except for negligent misrepresentation under two states laws on May 6, 2025, *see* ECF No. 83. Pfizer filed its Answer on July 15, 2025, ECF No. 99, and discovery commenced. Plaintiffs recently sought reconsideration of the Court's dismissal of their breach of warranty dismissal in light of *Berk v. Choy*, 146 S. Ct. 546 (2026). *See* ECF No. 116.

7. The Parties engaged in extensive fact discovery. Document production had been substantially completed as of February 2026. By that time, Plaintiffs reviewed over 250,00 documents totaling approximately 2.11 million pages produced by Pfizer and third parties. Plaintiffs also served 118 requests for production of documents, 7 interrogatories and 95 requests for admission on Pfizer. Defendant served 71 requests for production of documents upon each Consumer Plaintiff and 73 to 86 requests for production of documents upon each TPP Plaintiff, 16 interrogatories upon each Consumer Plaintiff and 17 to 21 interrogatories upon each TPP Plaintiff,

and 41 requests for admission upon each Consumer Plaintiff and 143 requests for admission upon each TPP Plaintiff. Plaintiffs also subpoenaed 7 third parties (SQA, Express Scripts, Apotex, MedImpact, Walgreens, Roquette, and Caremark) and Defendant subpoenaed six third parties (Walgreens, Walmart, CVS, Express Scripts, OptumRx, and MedImpact) for relevant documents and data. Defendant deposed several Consumer Plaintiffs. Plaintiffs deposed pursuant to Rule 30(b)(1) Pfizer's Global Solids Quality Leader, in Dublin, Ireland. At the time the Settlement was reached, Plaintiffs were preparing to defend several additional Consumer Plaintiffs and Third-Party Payor Plaintiffs for their depositions while preparing to depose several additional Pfizer deponents pursuant to Rule 30(b)(1) and Rule 30(b)(6).

II. SETTLEMENT NEGOTIATIONS

8. In December 2025, as fact and non-party discovery were ongoing, the Parties began exploring the possibility of a negotiated resolution of the Action through mediation, ultimately agreeing that the Parties' counsel would attend a mediation. The Parties agreed upon Fouad Kurdi, Esq. of Resolutions LLC to serve as mediator. In connection with the mediation, Plaintiffs requested significant mediation discovery to evaluate the claims and to position themselves to negotiate a settlement that would be fair and reasonable on behalf of the Settlement Class. Defendant produced confidential documents and information regarding the pricing, profits, and quantities of Chantix sold throughout the Class Period. Plaintiffs also conducted their own due diligence, including consultations with experts in pharmaceuticals, cGMP compliance, and toxicology.

9. The settlement negotiations were at arm's length and hard fought at all times. Through the mediation process, Class Counsel comprehensively vetted the factual record, analyzed Defendants' arguments and their asserted contrary facts, and thoroughly considered the costs and risks of ongoing litigation. Class Counsel were well informed of the strengths and weaknesses of

the claims and defenses in this Action and conducted the settlement negotiations seeking to achieve the best possible result for the Settlement Class in light of the risks, costs, and delays of continued litigation.

10. In advance of mediation, the Parties exchanged detailed mediation submissions, which included extensive evidence developed through fact discovery. The parties and their counsel conducted an in-person full-day mediation on March 11, 2026, before mediator Fouad Kurdi at which time the Parties agreed in principle to settle the Action for $44,000,000.00 through a non-reversionary cash settlement fund (the "Settlement Fund").

11. Thereafter, the Parties engaged in numerous discussions to negotiate and finalize the remaining terms of the Settlement and ultimately executed the Settlement Agreement on May 26, 2026, attached hereto as **Exhibit 1**. The Settlement Agreement provides that Defendant will pay or cause to be paid $44 million in cash into a non-reversionary, interest-bearing Escrow Account to establish the Settlement Fund. After the Settlement becomes final, only Settlement Class Members who submit valid and timely Approved Claims will be entitled to a Cash Award from the Available Settlement Fund. *Id.* This is not a reversionary Settlement; each member of the Settlement Class who submits a valid claim will receive a Cash Award representing their pro rata payment from the Available Settlement Fund. Settlement Agreement ¶1.5.

III. LITIGATION RISKS

12. In Class Counsel's experience, had the Action continued, Plaintiffs faced significant and ongoing risks to recovery. Although the Court denied, in part, Pfizer's motion to dismiss, Plaintiffs would have faced significant hurdles at class certification, summary judgment, and at trial in connection with ultimately proving that Pfizer's misleading statements about its compliance with current cGMPs predominated over the entire class such that damages were justified. Indeed, Pfizer strongly maintained that it complied with all regulatory requirements, that

it made no misstatements or omissions regarding its cGMP compliance, that no Plaintiffs were injured by the nitrosamines present in Chantix, and that Plaintiffs' claims were otherwise preempted by federal law.

IV. PROPOSED PLAN OF ALLOCATION

13. Class Counsel have taken measures to ensure that the Settlement does not unjustly favor any Class Member and that it will equitably distribute relief to the Settlement Class. The proposed Plan of Allocation provides a fair and efficient means of distributing the Net Settlement Funds. The Settlement Agreement contemplates the use of a Settlement Administrator to receive Claim Forms and supporting documentation from Settlement Class Members to determine whether they have submitted a valid claim. Consumer Settlement Class Members with valid claims shall receive a pro rata distribution from the Fund based on the amount they paid, subject to a cap of 20% of the Available Settlement Fund. Settlement Agreement ¶2.1, which reflects Class Counsel's analysis and estimation of the percentage amount of damages associated with consumers' purchases of Chantix compared to the damages associated with the amounts paid by TPPs.

V. ATTORNEYS' FEES, COSTS, CLASS SERVICE AWARDS

14. Only after the parties agreed on the material terms of the Settlement did they discuss reasonable attorneys' fees, costs and class representative service awards.

15. Class Counsel advised Pfizer that they may apply to the Court for Fees and Expenses in an amount up to, but not exceeding, 33% of the Total Settlement Amount.

16. Class Plaintiffs will seek reasonable Service Awards of up to, but not exceeding: (1) $15,000 each for the TPP Plaintiffs; (2) $5,000 each for Consumer Plaintiffs.

VI. NOTICE TO THE CLASS

17. Plaintiffs respectfully request that A.B. Data be appointed as the Settlement Administrator as they have extensive experience and expertise in administering settlements involving pharmacy payments by consumers and third-party payors. Attached as **Exhibit 2** is a true and correct copy of A.B. Data firm resume.

18. A.B. Data has devised a Notice Plan to provide the best practical notice under the circumstances. The proposed Notice Program, and Notice documents provide for direct mail and email notice to Settlement Class Members for whom such information is available, in conjunction with a robust publication and social media campaign designed to reach Settlement Class Members. Additionally, the Notice Program provides for a settlement website, toll-free number for Settlement Class Members to obtain information concerning the Settlement. The settlement website will provide information to Settlement Class Members, including copies of the settlement documents and relevant pleadings and will allow Settlement Class Members to electronically file Claims Forms with the Settlement Administrator. The proposed Notice and Notice Program satisfies due process and the Federal Rules.

VII. QUALIFICATIONS OF PROPOSED CLASS COUNSEL

19. Class Counsel are very experienced in litigating complex class actions, and pharmaceutical class action litigation in particular, and have been appointed class counsel on numerous occasions within this Circuit and throughout the United States.

20. Class Counsel have substantial experience, individually and collectively, successfully prosecuting class actions and other complex litigation throughout the United States. *See* Each firm's C.V. accompany this Declaration, attached as **Exhibit 3, Exhibit 4 and Exhibit 5**. Thus, Class Counsel are more than qualified to represent the Classes here.

21. Based on their experience generally and efforts in this case specifically, Class Counsel were well positioned to assess the benefits of the proposed Settlements and fully endorse them as fair, reasonable, and adequate.

22. Attached here to are true and correct copies of the following:

Exhibit 1: Class Action Settlement Agreement

Exhibit 2: Firm Resume of A.B. Data

Exhibit 3: C.V. Honik LLC

Exhibit 4: C.V. of Levin Sedran & Berman LLP

Exhibit 5: C.V. of Scott+Scott Attorneys at Law LLP

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on the 26th day of May 2026, in New York, New York.

/s/ Joseph P. Guglielmo
Joseph P. Guglielmo

EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: CHANTIX (VARENICLINE) MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION II	22-MD-3050 (KPF) 22-MC-3050 (KPF)

CLASS ACTION SETTLEMENT AGREEMENT

This agreement ("Settlement Agreement") is entered into by and among (i) Consumer Plaintiffs Juan Abreu, Teresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill, Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Debra Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, Shannon Webb a/k/a Shannon Alicea (the "Consumer Plaintiffs");[1] (ii) Third-Party Payor Plaintiffs County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund (the "TPP Plaintiffs," and collectively with the Consumer Plaintiffs, the "Plaintiffs"); (iii) the Settlement Class (as defined herein); and (iv) Defendant Pfizer Inc. ("Pfizer" or "Defendant"). The Plaintiffs and Defendant are collectively referred to herein as the "Parties." This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court.

[1] Clarence Massey is listed as a plaintiff in the Complaint (ECF No. 40 at ¶ 40), however Mr. Massey is deceased and is therefore not a Plaintiff for purposes of this Settlement Agreement. Mary Allen also is listed as a plaintiff in the Complaint (*see* ECF No. 40 at ¶ 25), however on August 2, 2023 she voluntarily dismissed her claims (ECF No. 47) and on August 4, 2023 was terminated as a plaintiff (ECF No. 48), and is therefore not a Plaintiff for purposes of this Settlement Agreement. Candace Fish and Anthony Ellis are identified as plaintiffs on the docket, but are not listed as plaintiffs in the Complaint and therefore also are not Plaintiffs for purposes of this Settlement Agreement. (*See generally* ECF No. 40.)

RECITALS

A. On December 22, 2022, the United States Judicial Panel on Multidistrict Litigation issued a Transfer Order initiating this multi-district litigation in the United States District Court for the Southern District of New York. (ECF No. 1.)

B. On May 1, 2023, the Court appointed interim lead and liaison counsel for the proposed classes. (*See* ECF No. 39.)

C. On May 5, 2023, Plaintiffs filed the operative Consolidated Master Class Action Complaint (the "Complaint"). The material allegations of the Complaint focused on Defendant's manufacture and sale of its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. (*See* ECF No. 40.) Plaintiffs asserted claims for: (1) breach of express warranties; (2) breach of implied warranties; (3) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*; (4) fraud (affirmative misrepresentation, omission, and concealment); (5) negligent misrepresentation and omission; (6) violation of state consumer protection laws; (7) negligence; (8) negligence per se; and (9) unjust enrichment.

D. On June 20, 2023, Defendant filed a Motion to Dismiss the Complaint (*see* ECF Nos. 42–45, & 50), and on August 4, 2023, Plaintiffs opposed the motion (*see* ECF No. 49).

E. On May 28, 2024 and May 6, 2025, the Court granted in part and denied in part Defendant's Motion to Dismiss. *In re Chantix (Varenicline) Mktg., Sales Pracs. and Prods. Liab. Litig.*, 735 F. Supp. 3d 352, 370, 379-86 (S.D.N.Y. 2024); 1:22-md-3050 at ECF No. 83.

F. Thereafter, the Parties commenced fact discovery. The Parties exchanged written discovery and document productions, including Defendant's and Plaintiffs' substantial completion of their document productions. Plaintiffs reviewed over 250,000 documents totaling approximately 2.11 million pages produced by Defendant and third parties. Plaintiffs also served 118 requests for production of documents, 7 interrogatories and 95 requests for admission upon

Defendant. Defendant served 71 requests for production of documents upon each Consumer Plaintiff and 73 to 86 requests for production of documents upon each TPP Plaintiff, 16 interrogatories upon each Consumer Plaintiff and 17 to 21 interrogatories upon each TPP Plaintiff, and 41 requests for admission upon each Consumer Plaintiff and 143 requests for admission upon each TPP Plaintiff. Plaintiffs also subpoenaed 7 third parties (SQA, Express Scripts, Apotex, Medimpact, Walgreens, Roquette, and Caremark) and Defendant subpoenaed 6 third parties (Walgreens, Walmart, CVS, Express Scripts, OptumRx, and MedImpact) for relevant documents and data. Defendant deposed several Consumer Plaintiffs; and Plaintiffs deposed a Pfizer employee pursuant to Rule 30(b)(1).

G. Thereafter, the Parties and their counsel conducted arms-length negotiations, including a full-day mediation on March 11, 2026 before mediator Fouad Kurdi, and agreed to settle the remaining claims against Defendant.

H. Defendant believes that the remaining claims have no merit and that it would have prevailed at summary judgment and/or at trial; and that Plaintiffs would not have been able to certify a litigation class under the requirements of Rule 23 of the Federal Rules of Civil Procedure ("FRCP"). Defendant denies, and continues to deny, any wrongdoing whatsoever; and has denied, and continues to deny, that it committed, or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded that it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement is a compromise of disputed claims. The Settlement Agreement, any related documents, and any negotiations relating to or supporting the Settlement Agreement shall not be construed as or deemed to be evidence of, an admission, or a concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of fault or liability or wrongdoing or damage whatsoever, or with respect to the certifiability of a litigation class.

I. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant though class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs and Defendant, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Settlement Agreement set forth herein, that the Action and all claims of the Settlement Class shall be finally and fully settled, compromised, and dismissed on the merits and with prejudice, subject to Court approval as required by FRCP 23, on the terms and conditions set forth herein.

The recitals stated above are true and accurate and are hereby made a part of this Settlement Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 "Action" means *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050, pending in the United States District Court for the Southern District of New York. The United States Judicial Panel on Multidistrict Litigation centralized this Action on December 22, 2022, which at the time consisted of eight related matters in various districts, including cases filed by Consumer Plaintiffs Debra Seeley (*Seeley v. Pfizer, Inc.* (N.D. Cal. Case No. 3:21-07892)), Douglas Houghton (*Houghton v. Pfizer, Inc.* (S.D. Fla. Case No. 1:21-23987)), Tara Evans (*Evans v. Pfizer Inc.* (S.D. Ill. Case No. 3:21-01263)), Juan Abreu (*Abreu v. Pfizer Inc.* (S.D.N.Y. Case No. 1:22-cv-01433)), Albert Edwards (*Edwards v. Pfizer, Inc.* (E.D. Pa. Case No. 2:21-04275)), Karen Duff (*Duff v. Pfizer, Inc.* (W.D. Pa. Case No. 2:21-01350)), and TPP Plaintiffs MSP Recovery Claims Series 44, LLC and MSP Recovery Claims, Series LLC (*MSP Recovery Claims Series 44, LLC, et al. v. Pfizer, Inc.* (S.D.N.Y. Case No. 1:22-cv-09837)), and County of Monmouth (*County of Monmouth v. Pfizer, Inc.* (D.N.J. Case No. 3:22-02050)), as well as eight additional potential tag-along actions filed by plaintiffs James Jacobson (*Jacobson v. Pfizer, Inc.* (C.D. Cal. Case No. 2:21-cv-7961)), Daniel Spence and Carita Thompson (*Spence, et al. v. Pfizer, Inc.* (N.D. Ill. Case No. 1:21-cv-6324)), Tammy LaMotte (*LaMotte v. Pfizer, Inc.* (D. Minn. Case No. 0:22-cv-2325)), Kathleen Lima (*Lima v. Pfizer, Inc.* (D. Minn. Case No. 0:22-cv-2243)), Shannon Webb a/k/a Shannon Alicea (*Webb v. Pfizer, Inc.* (S.D.N.Y. Case No. 1:21-cv-8344)), Daphne Walter (D. Or. Case No. 3:22-cv-1708)), Teresa Baptiste (*Baptiste v. Pfizer, Inc.* (E.D. Pa. Case No. 2:22-cv-3647)), and Timothy Bleeker (E.D. Wash. Case No. 2:22-cv-277)). (*See* ECF No. 1.) On January 17, 2023, TPP Plaintiff Ohio

Carpenters filed a related action against Defendant (*Ohio Carpenters' Health Fund v. Pfizer, Inc.* (S.D.N.Y. Case No. 1:23-cv-00396)) that was transferred to MDL-3050.

1.2 **"Alternate Judgment**" means a form of final judgment that may be entered by the Court herein, but in a form other than the form of Judgment provided for in this Settlement Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.3 **"Approved Claim"** means a Claim Form submitted by a Settlement Class Member that is: (a) submitted timely and in accordance with the directions and instructions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member physically or signed by the Settlement Class Member electronically subject to the discretion of, and per criteria established by, the Settlement Administrator; and (d) approved by the Settlement Administrator pursuant to the provisions of this Settlement Agreement.

1.4 **"Available Settlement Fund"** means the Settlement Fund less any Settlement Administration Expenses, any Service Awards to the Plaintiffs, any Fee and Expense Award to Class Counsel, any taxes paid on the Settlement Fund (including any interest or penalties thereon and related tax expenses or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns), and any other costs, fees, or expenses approved by the Court to be paid from the Settlement Fund.

1.5 **"Cash Award"** means the cash compensation, payable by the Settlement Administrator from the Settlement Fund on a pro rata basis, that each Settlement Class Member who submits an Approved Claim shall be entitled to receive.

1.6 **"Claim Forms"** means the documents substantially in the form attached hereto as Exhibit 5 (for consumers) & 6 (for third-party payors), as approved by the Court. The Claim

Forms, to be completed by Settlement Class Members who wish to file a claim for payment, shall be available in electronic and paper format in the manner described below.

1.7 "Claim Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than ninety (90) Days after Preliminary Approval. The Claim Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice, Settlement Website and Claim Forms.

1.8 "Class Counsel" means the following law firms designated Co-Lead and Liaison Counsel:

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1.9 "Court" means the United States District Court for the Southern District of New York, The Honorable Katherine Polk Failla presiding, or any judge who shall succeed her as the judge in this Action.

1.10 "Days" means calendar days, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. When computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday or federal or State of New York legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or federal or State of New York legal holiday.

1.11 "Defendant's Counsel" means Loren H. Brown, Matthew Holian, Jessica Wilson, and Colleen Carey Gulliver of DLA Piper LLP (US).

1.12 "Effective Date" means the date ten (10) Days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.13 "Escrow Account" means the separate, interest-bearing escrow account to be established by Class Counsel under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendant into the Escrow Account in accordance with the terms of this Settlement Agreement. The Escrow Agent, at the direction of Class Counsel, shall invest any funds in the Escrow Account only in eligible investments, meaning obligations or securities issued or guaranteed by the United States Government or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an agency thereof, including any mutual funds or similar funds invested solely in such obligations or securities. The Escrow Agent (unless otherwise instructed by Class Counsel) shall reinvest the proceeds of these obligations or securities as they mature in similar instruments at their then-current market rates. Interest earned on the money deposited into the Escrow Account shall be part of the Settlement

Fund. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.14 "**Fee and Expense Award**" means the amount of attorneys' fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.15 **"Final"** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee and Expense Award or Service Awards, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.16 **"Final Approval Hearing"** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee and Expense Award, and the Service Awards to the Plaintiffs.

1.17 **"Final Judgment"** means the order and judgment entered by the Court giving approval to the terms of this Settlement Agreement as fair, reasonable, and adequate, certifying a class for settlement purposes, providing for the orderly performance and enforcement of the terms of this Settlement Agreement, discharging the Released Parties of and from all further liability for the Released Claims to the Releasing Parties, and permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or in any other capacity of any kind whatsoever, any action in any state court, federal court, or any other tribunal, forum, or proceeding of any kind, against the Released Parties that asserts any Released Claims.

1.18 "Notice" means the long and short form notices to be disseminated to consumer members of the Settlement Class and the long and short form notices to be disseminated to third-party payor members of the Settlement Class informing them about the terms of the Settlement Agreement, their right to participate in this Settlement, to opt out, or to object to same, and to appear at the Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Settlement Agreement, is consistent with the requirements of due process, FRCP 23, and is substantially in the form of Exhibits 1 & 2 (for consumers) and 3 & 4 (for third-party payors) hereto.

1.19 "Notice Date" means the date by which the Notice set forth in Paragraph 1.18 is sent by the Settlement Administrator, which shall be no later than twenty-eight (28) Days after Preliminary Approval.

1.20 "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than ninety (90) Days after Preliminary Approval, or such other date as ordered by the Court.

1.21 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, affiliates, parents, predecessors, successors, representatives, or assigns, subsidiaries, insurers, and their past, present and future directors, officers, shareholders, members, faculty, employees, agents, and attorneys both individually and in their capacities as directors, officers, shareholders, members, employees, agents, and attorneys. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.22 "Preliminary Approval" means the Court's preliminary certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.23 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court for approval in conjunction with Plaintiffs' motion for preliminary approval of the Settlement Agreement and attached hereto as Exhibit 7.

1.24 "Released Claims" means to the full extent allowed by law, any and all causes of action, claims, damages, equitable relief, legal relief, and demands or rights for economic losses, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, or based on any contract, statute, regulation, or common law that have been, could have been, may be, or could be alleged or asserted now or in the future, all demands, rights, damages, obligations, suits, debts, liens, and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including Unknown Claims under federal, state, or any other law or regulation as of the notice date, by Plaintiffs and all Settlement Class Members against the Released Parties in the Action or in any other court action or before any administrative body, tribunal or arbitration panel arising out of or related to the Plaintiffs' and the Settlement Class Members' purchase and/or payment for Chantix. The Released Claims do not encompass any claims for medical monitoring or personal injury related to the purchase or use of Chantix.

1.25 "Released Parties" means Defendant Pfizer, and each and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and each and all of their respective current, future, and former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, any trust of which Defendant is a settlor, trustee or beneficiary, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

1.26 "Releasing Parties" means Plaintiffs and those Settlement Class Members who do not validly and timely opt out of the Settlement Class, and all those who claim through them or who assert or could assert claims on their behalf.

1.27 "Service Award" means any Court-approved award to the Plaintiffs, in their capacity as individual class representatives, as set forth in Paragraph 8.3, and payable by the Settlement Administrator from the Settlement Fund.

1.28 "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator including *inter alia* providing Notice (including Class Action Fairness Notice ("CAFA Notice"), processing claims, responding to inquiries from members of the Settlement Class, calculating Cash Awards, mailing checks, and related services regarding the implementation of Notice and claims administration.

1.29 "Settlement Administrator" means A.B. Data, Ltd. or such other reputable administration company that has been selected jointly by the Parties, with Defendant's agreement to same not unreasonably withheld, and approved by the Court to perform the duties set forth in this Settlement Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund, overseeing the distribution of Notice, as well as the processing and payment of any claims to the Settlement Class as set forth in this Settlement Agreement, handling all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.30 **"Settlement Class"** means all individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

1.31 **"Settlement Class Member"** means an individual who falls within the Settlement Class as set forth above and who has not submitted a timely and valid request for exclusion.

1.32 **"Settlement Fund"** means the non-reversionary cash fund that shall be established by Defendant in the total amount of $44,000,000 to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any Service Awards to Plaintiffs, any Fee and Expense Award to Class Counsel, any taxes paid on the Settlement Fund (including any interest or penalties thereon and related tax expenses or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns), and any other costs, fees or expenses approved by the Court. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund, and Class Counsel shall be responsible for the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Settlement Agreement. The payment of the Settlement Fund amount by, or on behalf of, Defendant fully discharges the Defendant and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Settlement Class Member, or any other Person, under this Settlement Agreement. In no event shall the total monetary obligation with respect to this Settlement on behalf of Defendant exceed $44,000,000.

1.33 "Settlement Website" means the dedicated website listed in Paragraph 4.1(e) and created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the long-form Notices and the Claim Forms.

1.34 "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Defendant shall pay an advance on the Settlement Administration Expenses in the amount of $500,000 to the Escrow Account within twenty (20) Days of Preliminary Approval as long as Class Counsel provides information for the Escrow Account at least seven (7) Days prior to the date of payment. In the event the Settlement fails to become final and effective for any reason, including without limitation if the Final Judgment is reversed, vacated, or modified in any material respect following any appeal taken therefrom, the Settlement Administrator shall return the unused portion of the payment advance to Defendant.

(b) Defendant shall pay into the Escrow Account the remaining amount of the Settlement Fund ($43,500,000) within twenty (20) Days after Final Judgment.

(c) For Consumers: Documentation should be submitted with the Claim Forms to support each claim as provided in this Settlement Agreement and approved by the Court. The Settlement Administrator may require documentation to support any claim. The Settlement Administrator will review the Claim Forms and supporting documentation with particular attention to the possibility of fraudulent or mistaken claims, and at its discretion may require wet signatures or additional documentation or information. Upon determination of a valid claim, a consumer Settlement Class Member shall receive a pro rata distribution from the Settlement Fund based on the amount they paid. Total payments to consumer Settlement Class Members will be capped at 20% of the Available Settlement Fund. If the amount of payments to consumer Settlement Class Members would exceed this cap, the total award shall be reduced on a pro rata basis based on the amount paid by each consumer Settlement Class Member so that it will not exceed 20% of the Available Settlement Fund.

(d) For Third-Party Payors: Third-Party Payor Settlement Class Members shall submit Claim Forms and documentation of their payments for Chantix as provided in this Settlement Agreement and approved by the Court. The Settlement Administrator may require additional documentation to support any claim. The Settlement Administrator will review the Claim Forms and supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. After payment of the consumer claims as provided above, the remainder of the Available Settlement Fund shall be distributed to each valid third-party payor Settlement Class Member on a pro rata basis according to the total amount of the qualifying and documented payments.

(e) The Settlement Administrator shall pay from the Available Settlement Fund all Cash Awards to those Settlement Class Members with Approved Claims by check or electronic payment, at the Settlement Class Member's election. Payments of Cash Awards to all Settlement Class Members with Approved Claims shall be made as soon as practicable after the Effective Date.

(f) To the extent that any Settlement Class Members do not claim their Cash Awards within 180 Days of issuance, such unclaimed funds shall be redistributed on a *pro rata* basis (after first deducting any necessary Settlement Administration Expenses from such unclaimed funds) to all Settlement Class Members who claimed their payments.

(g) To the extent a secondary distribution would be infeasible, any unclaimed funds shall, subject to Court approval, revert to a not-for-profit, 501(c)(3) charitable organization, or another not-for-profit organization(s) proposed jointly by the Parties and approved by the Court.

(h) Subject to the provisions pertaining to the termination or cancellation of the Settlement, as set forth in Paragraph 9, no portion of the Settlement Fund shall revert back to Defendant.

3. RELEASE.

3.1 Upon the Effective Date and by operation of the Final Judgment, the Releasing Parties shall have, fully, finally, and forever released, relinquished, and discharged against the Released Parties all Released Claims (including, without limitation, any Unknown Claims), as well as any claims arising out of, relating to, or in connection with, the defense, settlement or resolution of this Action or the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Notice to Third-Party Payors.* No later than 28 Days after entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit 3 via email to all third-party payor Settlement Class Members for whom a valid email address is available. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, if possible, use reasonable efforts to correct any issues that may have caused the "bounce-back" to occur, including to identify any potential alternative email addresses, or make a second attempt to re-send the email notice.

(b) In addition to direct notice, custom banner ads in a form approved by both Parties and directed at third-party payor Settlement Class Members will run on selected websites agreed upon by the Parties. The banner ads will include a link to the Settlement Website.

(c) *Notice to Consumers.* Notice to consumer Settlement Class Members shall be provided on websites, banner ad and/or social media platforms in a form approved by both Parties and chosen by the Settlement Administrator and accessible to desktop and mobile users, as well as via keyword search sponsorships, so that overall notice of the Settlement is reasonably calculated to apprise the Settlement Class Members of the Settlement. Such notice shall begin no later than twenty-eight (28) Days after Preliminary Approval. No later than one hundred and five (105) Days after Preliminary Approval, the Settlement Administrator shall submit a declaration to the Court under penalty of perjury explaining how the media were chosen and attesting to the number of impressions delivered.

(d) *Media Notice*. In addition to the forms of notice described above, the Settlement Administrator will distribute a news (press) release via *PR Newswire*'s US1 Newsline.

(e) *Settlement Website.* Prior to Notice being disseminated, the Settlement Administrator shall also set up a dedicated Settlement Website (www.ChantixSettlement.com), which shall provide Settlement Class Members with ability to file Claim Forms online. Copies of this Settlement Agreement, the long-form Notices, and other pertinent documents and Court filings pertaining to the Settlement (including the motion for attorneys' fees upon its filing), shall be provided on the Settlement Website. The Notices provided on the Settlement Website shall be substantially in the form of Exhibits 2 & 4 hereto.

(f) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) Days after the Settlement Agreement is filed with the Court, Defendant, with the Settlement Administrator acting on their behalf, shall cause to be served upon the Attorneys General of each U.S. State and territory in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by mail or e-mail to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Settlement Agreement pursuant to Paragraph 4.2 must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by timely submitting a request for exclusion on the Settlement Website or sending a written request to the address identified in the Notice. Any such request for exclusion must be personally signed by the individual Settlement Class Member seeking exclusion and be submitted on the Settlement Website or be postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. No digital signatures or Docusign signatures will be allowed. To exercise the right to be excluded, a Person who would otherwise be a Settlement Class Member must timely submit a request for exclusion on the Settlement Website or send a written request for exclusion to the Settlement Administrator that contains his/her name and address, that he/she purchased Chantix from September 29, 2015 through September 17, 2021. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved. Any Settlement Class Member who timely and validly elects to be excluded from this Settlement Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. Any request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be submitted on the Settlement Website by 11:59 P.M., Eastern Standard Time, on the date specified in the Notice and on the Settlement Website, or be postmarked or received by the date specified in the Notice and Settlement Website. The Settlement Administrator shall report the names and addresses of all Persons and entities requesting exclusion to the Court and Class Counsel no later than one hundred and five (105) Days after Preliminary Approval.

4.6 The Final Approval Hearing shall be no earlier than one hundred and twenty (120 Days after Preliminary Approval. Papers in support of final approval of the Settlement Agreement shall be filed no later than one hundred and five (105) Days after Preliminary Approval.

4.7 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Settlement Agreement, timely and validly seek exclusion from the Settlement Class, will be bound by all of the terms of this Settlement Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Settlement Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.8 The Parties, Released Parties, Class Counsel, and Defendant's Counsel agree that they will make no effort to solicit or otherwise encourage potential Settlement Class Members to exclude themselves from the Settlement.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing requests for exclusion from the Settlement, and disbursing funds from the Settlement Fund in a rational, responsive, cost effective, and timely manner. The terms of this Settlement Agreement, upon approval by the Court, shall at all times govern the scope of the services to be provided by the Settlement Administrator to administer the Settlement, and the terms of any separate contract or agreement entered into between the Settlement Administrator and Class Counsel, Defendant's Counsel, or Defendant to administer the Settlement shall be consistent in all material respects with the terms of this Settlement Agreement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with reports containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and Defendant's Counsel with drafts of all CAFA Notices, Settlement Website postings or language, or other communications with the Settlement Class, at least five (5) Days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on case-by-case basis; and

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for fraud and deny Claim Forms where there is evidence of fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions or directions on the Claim Form or is submitted after the Claim Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21)

Days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3. Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of the Settlement Fund to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.4. All taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns shall be timely paid from the Settlement Fund and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Settlement Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the payment of taxes or tax expenses.

5.5 All Settlement Administration Expenses shall be timely paid from the Settlement Fund and without further order of the Court. Prior to the Effective Date, Class Counsel may pay up to $500,000 in Settlement Administration Expenses out of the Settlement Fund without further order of the Court. After the Effective Date, Class Counsel may pay all Settlement Administration Expenses as incurred without further order of the Court.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.1–9.3 below, Defendant or Plaintiffs, on behalf of the Settlement Class, shall have the right, but not the obligation, to terminate this Settlement Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) Days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Settlement Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Settlement Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; (v) the date upon which an Alternate Judgment, as defined in Paragraphs 1.2 and 9.1(d) of this Settlement Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (vi) the date upon which any Party is in material breach of the terms hereof subject to Paragraph 9.2 of this Settlement Agreement.

7. PRELIMINARY APPROVAL ORDER AND FINAL JUDGMENT.

7.1 As Ordered by the Court, on or before May 18, 2026, Class Counsel shall submit this Settlement Agreement together with its exhibits to the Court and shall move the Court for Preliminary Approval of the Settlement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Plaintiffs as class representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notices for dissemination substantially in the form of Exhibits 1, 2, 3, and 4 hereto. The Preliminary Approval Order substantially in the form of Exhibit 7 shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Settlement Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

7.2 At the time of the submission of this Settlement Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and finally approve the Settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all the Settlement Class Members and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions; and declare the Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs, Releasing Parties, and Settlement Class Members;

(c) find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meets all applicable requirements of the FRCP, the Due Process Clause of the United States Constitution, and the rules of the Court;

(d) find that the Plaintiffs as class representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES, AND CLASS REPRESENTATIVES' SERVICE AWARDS.

8.1 The Parties have reached no agreement on the amount of attorneys' fees and expenses that Class Counsel will seek. Pursuant to Rule 23(h) of the FRCP, Class Counsel will file a motion for an award of reasonable attorneys' fees up to one-third (33.33%) of the Settlement Fund, plus reimbursement of costs and expenses incurred in litigating the Action which will be determined by the Court as the Fee and Expense Award. Class Counsel shall file their papers supporting the Fee and Expense Award with the Court and the Settlement Administrator shall post them to the Settlement Website no later than 75 Days after Preliminary Approval. Defendant will have the right to oppose the amount of attorney's fees, costs, and expenses sought by Class Counsel but not Class Counsel's entitlement to fees under the Settlement Agreement. Payment of the Fee and Expense Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund.

8.2 The Fee and Expense Award shall be payable within ten (10) Days after the Effective Date, subject to Class Counsel providing all payment routing information and tax identification numbers for Class Counsel. Payment of the Fee and Expense Award shall be made from the Settlement Fund by wire transfer to Class Counsel in accordance with wire instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to W-9 forms.

8.3 Class Counsel intends to file a motion for Court approval of Service Awards to the Plaintiffs, to be paid from the Settlement Fund, in addition to any funds the Plaintiffs stand to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Plaintiffs will seek up to: (1) $15,000 each for the TPP Plaintiffs; (2) $5,000 each for Consumer Plaintiffs as Service Awards. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such Service Awards shall be paid from the Settlement Fund (in the form of a check to the Plaintiffs that is sent care of Class Counsel), within ten (10) Days after the Effective Date.

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

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

(a) The Parties and their counsel have executed this Settlement Agreement;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Settlement Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the FRCP, and has entered the Final Judgment, or a judgment consistent with this Settlement Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Settlement Agreement is not approved by the Court, or the Settlement set forth in this Settlement Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Settlement Agreement, may terminate this Settlement Agreement on notice to all of the Parties and Settlement Class Members. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee and Expense Award to be requested by Class Counsel and/or the Service Awards to be requested for the Plaintiffs, as set forth in Section 8 above, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

9.3 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1–9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Settlement Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

10. ADDITIONAL PROVISIONS.

10.1 Best Effort to Obtain Court Approval. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement and, if necessary, on appeal.

10.2 Final and Complete Resolution. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by the Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by the Plaintiffs or other

Settlement Class Members or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.3 Reliance on Counsel. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 No Admission of Liability. Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Settlement Agreement nor the Settlement contained herein or any term, provision or definition therein, nor any act or communication performed, or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Settlement Agreement or the Settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs or other Settlement Class Members, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement amount or the Fee and Expense Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning (including but not limited to the definitions of the Settlement Class) as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against the Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against the Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 Effect of Certification of Settlement Class. The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Settlement Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any Person in the Settlement Class, or any other Person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

10.6. **Tax Consequences and Liability.** No Person or entity shall have any claim against the Plaintiffs, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Settlement Agreement. The Parties and their respective counsel and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, the Plaintiffs, the Settlement Class, or Class Counsel, or any losses incurred in connection therewith.

10.7. Communications with Defendant's Customers and Other Members of the Public. Defendant reserves the right to communicate with users of Chantix and members of the public in the ordinary course of business. Defendant will refer any inquiry initiated by a Settlement Class Member about this Settlement to the Settlement Administrator where possible. The Parties and their counsel agree that no Party or counsel shall make any disparaging public announcements about the other.

10.8 Effect of Headings. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.9 Waiver. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

10.10 Exhibits to Settlement Agreement. All of the exhibits to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.11 Entire Agreement. This Settlement Agreement and its exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.12 Costs. Except as otherwise provided herein, each Party shall bear its own costs.

10.13 No Assignment. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

10.14 Authorization to Execute Settlement Agreement. Each counsel or other Person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.15 Execution by Counterparts. This Settlement Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.16 Binding Effect. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.17 Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Settlement Agreement. All proceedings with respect to the administration, processing and determination of Claim Forms and settlement payments and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claim Forms and settlement payments, shall be subject to the jurisdiction of the Court.

10.18 Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10.19 No Primary Drafter of Settlement Agreement. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. None of the Parties shall be considered to be the primary drafter of this Settlement Agreement. Because all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

10.20 Stay of Proceedings. The Parties shall request that upon entry of the Preliminary Approval Order, all proceedings in the Action shall be stayed and all Settlement Class Members shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Parties unless and until they submit a valid request for exclusion from this Settlement.

10.21 Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision.

10.22 Reasonable Extensions. The Parties may agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

10.23 Variance in Terms. In the event of any variance between the terms of this Settlement Agreement and any of the exhibits hereto, the terms of this Settlement Agreement shall control and supersede the Exhibit(s).

10.24 Confidentiality of Discovery Materials and Information. The Parties, their counsel, and any experts in the Action agree that any discovery materials and information exchanged in this Action shall remain confidential. Within sixty (60) Days after the Effective Date, Class Counsel and Plaintiffs shall destroy all confidential documents, data and information, and all copies thereof in their possession, custody, or control, provided by Defendant to Class Counsel or anyone they employed or retained in the Action. As soon as reasonably practicable, but no later than seventy-five (75) Days after the Effective Date, Class Counsel shall deliver a letter to Defendant certifying their compliance with this Paragraph. As of the Effective Date, Class Counsel and Plaintiffs agree that Defendant may discontinue the litigation hold process and preservation in connection with the Action.

10.25 Notice to Parties. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Ruben Honik and David J. Stanoch, HONIK LLC 1515 Market St., Suite 1100, Philadelphia, PA 19102, Charles E. Schaffer LEVIN SEDRAN & BERMAN LLP, 510 Walnut Street, Suite 500, Philadelphia, PA 19106, Joseph P. Guglielmo, SCOTT + SCOTT ATTORNEYS AT LAW LLP, The Helmsley Bldg., 230 Park Ave. 24th Floor New York, NY 10169; Loren H. Brown, DLA Piper LLP, 1251 Avenue of the Americas, 27th Floor, New York, NY 10020.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]

IT IS SO AGREED TO BY THE PARTIES:

Dated: 5/15/2026 **JUAN ABREU**

By: Signed by: 936F2BBC110B435...
Juan Abreu, individually and as representative of the Settlement Class

Dated: ____________ **TERESA BAPTISTE**

By:____________________________
Teresa Baptiste, individually and as representative of the Settlement Class

Dated: ____________ **TIMOTHY BLEEKER**

By:____________________________
Timothy Bleeker, individually and as representative of the Settlement Class

Dated: ____________ **HAROLD BRADLEY**

By:____________________________
Harold Bradley, individually and as representative of the Settlement Class

Dated: ____________ **SHARON CARROLL**

By:____________________________
Sharon Carroll, individually and as representative of the Settlement Class

Dated: ____________ **KAREN DUFF**

By:____________________________
Karen Duff, individually and as representative of the Settlement Class

IT IS SO AGREED TO BY THE PARTIES:

Dated: ____________ **JUAN ABREU**

By:____________________________
Juan Abreu, individually and as representative of the Settlement Class

Dated: 5/15/2026 **TERESA BAPTISTE**

DocuSigned by:
By:____________________________
01589B79D3034C4...
Teresa Baptiste, individually and as representative of the Settlement Class

Dated: ____________ **TIMOTHY BLEEKER**

By:____________________________
Timothy Bleeker, individually and as representative of the Settlement Class

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By:____________________________
Harold Bradley, individually and as representative of the Settlement Class

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By:____________________________
Sharon Carroll, individually and as representative of the Settlement Class

Dated: ____________ **KAREN DUFF**

By:____________________________
Karen Duff, individually and as representative of the Settlement Class

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By:___________________________
Teresa Baptiste, individually and as representative of the Settlement Class

Dated: 5/15/2026 **TIMOTHY BLEEKER**

Signed by:
By: T. Bl
7A4D5294C959422...
Timothy Bleeker, individually and as representative of the Settlement Class

Dated: ____________ **HAROLD BRADLEY**

By:___________________________
Harold Bradley, individually and as representative of the Settlement Class

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By:___________________________
Sharon Carroll, individually and as representative of the Settlement Class

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Karen Duff, individually and as representative of the Settlement Class

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By:___________________________
Teresa Baptiste, individually and as representative of the Settlement Class

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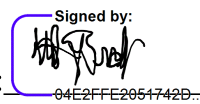
By:___________________________
Timothy Bleeker, individually and as representative of the Settlement Class

Dated: 5/15/2026 **HAROLD BRADLEY**

By: 

Harold Bradley, individually and as representative of the Settlement Class

Dated: ____________ **SHARON CARROLL**

By:___________________________
Sharon Carroll, individually and as representative of the Settlement Class

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By:___________________________
Karen Duff, individually and as representative of the Settlement Class

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Teresa Baptiste, individually and as representative of the Settlement Class

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Timothy Bleeker, individually and as representative of the Settlement Class

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By:____________________________
Harold Bradley, individually and as representative of the Settlement Class

Dated: 5/15/2026 **SHARON CARROLL**

DocuSigned by:
By:____________________________
22602CCD47DB43D...
Sharon Carroll, individually and as representative of the Settlement Class

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By:____________________________
Karen Duff, individually and as representative of the Settlement Class

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Teresa Baptiste, individually and as representative of the Settlement Class

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Timothy Bleeker, individually and as representative of the Settlement Class

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By:____________________________
Harold Bradley, individually and as representative of the Settlement Class

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By:____________________________
Sharon Carroll, individually and as representative of the Settlement Class

Dated: 5/16/2026 **KAREN DUFF**

DocuSigned by:
Karen Duff
By: 4A63A0E2AA2D4D6...
Karen Duff, individually and as representative of the Settlement Class

Dated: 5/18/2026 **ALBERT EDWARDS**

DocuSigned by:

By: 67F88719338D431...

Albert Edwards, individually and as representative of the Settlement Class

Dated: ____________ **TARA EVANS**

By:____________________________

Tara Evans, individually and as representative of the Settlement Class

Dated: ____________ **LILLIAN FORREST**

By:____________________________

Lillian Forrest, individually and as representative of the Settlement Class

Dated: ____________ **KIMBERLY HILL**

By:____________________________

Kimberly Hill, individually and as representative of the Settlement Class

Dated: ____________ **VALERIE HOGUE**

By:____________________________

Valerie Hogue, individually and as representative of the Settlement Class

Dated: ____________ **DOUGLAS HOUGHTON**

By:____________________________

Douglas Houghton, individually and as representative of the Settlement Class

Dated: ____________ **ALBERT EDWARDS**

By:____________________________
Albert Edwards, individually and as representative of the Settlement Class

Dated: 5/18/2026 **TARA EVANS**

DocuSigned by:
Tara G. Evans
E1BEAC3E926A48F...
By:____________________________
Tara Evans, individually and as representative of the Settlement Class

Dated: ____________ **LILLIAN FORREST**

By:____________________________
Lillian Forrest, individually and as representative of the Settlement Class

Dated: ____________ **KIMBERLY HILL**

By:____________________________
Kimberly Hill, individually and as representative of the Settlement Class

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By:____________________________
Valerie Hogue, individually and as representative of the Settlement Class

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By:____________________________
Douglas Houghton, individually and as representative of the Settlement Class

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By:____________________________
Albert Edwards, individually and as representative of the Settlement Class

Dated: ____________ **TARA EVANS**

By:____________________________
Tara Evans, individually and as representative of the Settlement Class

Dated: 5/15/2026 **LILLIAN FORREST**

DocuSigned by:
By: Lillian Forrest
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Lillian Forrest, individually and as representative of the Settlement Class

Dated: ____________ **KIMBERLY HILL**

By:____________________________
Kimberly Hill, individually and as representative of the Settlement Class

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By:____________________________
Valerie Hogue, individually and as representative of the Settlement Class

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By:____________________________
Douglas Houghton, individually and as representative of the Settlement Class

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By:____________________________
Albert Edwards, individually and as representative of the Settlement Class

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By:____________________________
Tara Evans, individually and as representative of the Settlement Class

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By:____________________________
Lillian Forrest, individually and as representative of the Settlement Class

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Signed by:
By:____________________________
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Kimberly Hill, individually and as representative of the Settlement Class

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By:____________________________
Valerie Hogue, individually and as representative of the Settlement Class

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Douglas Houghton, individually and as representative of the Settlement Class

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Albert Edwards, individually and as representative of the Settlement Class

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Kimberly Hill, individually and as representative of the Settlement Class

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By:_____________________________
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Valerie Hogue, individually and as representative of the Settlement Class

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By:_____________________________
Douglas Houghton, individually and as representative of the Settlement Class

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By:____________________________
Valerie Hogue, individually and as representative of the Settlement Class

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DOUGLAS HOUGHTON

Signed by:

By:____________________________
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Douglas Houghton, individually and as representative of the Settlement Class

Dated: 5/15/2026

JAMES JACOBSON

DocuSigned by:
By: ______________________
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James Jacobson, individually and as representative of the Settlement Class

Dated: ____________

TAMMY LAMOTTE

By: ______________________
Tammy LaMotte, individually and as representative of the Settlement Class

Dated: ____________

KATHLEEN LIMA

By: ______________________
Kathleen Lima, individually and as representative of the Settlement Class

Dated: ____________

DEBORAH SEELEY

By: ______________________
Deborah Seeley, individually and as representative of the Settlement Class

Dated: ____________

DANIEL SPENCE

By: ______________________
Daniel Spence, individually and as representative of the Settlement Class

Dated: ____________

HAZEL TAYLOR

By: ______________________
Hazel Taylor, individually and as representative of the Settlement Class

Dated: ____________ **JAMES JACOBSON**

By:____________________________
James Jacobson, individually and as representative of the Settlement Class

Dated: 5/15/2026 **TAMMY LAMOTTE**

DocuSigned by:
By:____________________________
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Tammy LaMotte, individually and as representative of the Settlement Class

Dated: ____________ **KATHLEEN LIMA**

By:____________________________
Kathleen Lima, individually and as representative of the Settlement Class

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Deborah Seeley, individually and as representative of the Settlement Class

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James Jacobson, individually and as representative of the Settlement Class

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By:___________________________
Tammy LaMotte, individually and as representative of the Settlement Class

Dated: 5/15/2026 **KATHLEEN LIMA**

Signed by:
By: Kathleen Lima
3D6CA5BC2F1A4F2...
Kathleen Lima, individually and as representative of the Settlement Class

Dated: ____________ **DEBORAH SEELEY**

By:___________________________
Deborah Seeley, individually and as representative of the Settlement Class

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By:___________________________
Daniel Spence, individually and as representative of the Settlement Class

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James Jacobson, individually and as representative of the Settlement Class

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By:____________________________
Tammy LaMotte, individually and as representative of the Settlement Class

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By:____________________________
Kathleen Lima, individually and as representative of the Settlement Class

Dated: 5/18/2026 **DEBRA SEELEY**

Signed by:
By:____________________________
815063037734418...
Debra Seeley, individually and as representative of the Settlement Class

Dated: ____________ **DANIEL SPENCE**

By:____________________________
Daniel Spence, individually and as representative of the Settlement Class

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Hazel Taylor, individually and as representative of the Settlement Class

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James Jacobson, individually and as representative of the Settlement Class

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Tammy LaMotte, individually and as representative of the Settlement Class

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Kathleen Lima, individually and as representative of the Settlement Class

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By:____________________________
Deborah Seeley, individually and as representative of the Settlement Class

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Signed by:
By: Daniel Spence
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Daniel Spence, individually and as representative of the Settlement Class

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By:____________________________
Hazel Taylor, individually and as representative of the Settlement Class

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James Jacobson, individually and as representative of the Settlement Class

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Kathleen Lima, individually and as representative of the Settlement Class

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Deborah Seeley, individually and as representative of the Settlement Class

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By:____________________________
Daniel Spence, individually and as representative of the Settlement Class

Dated: 5/15/2026 **HAZEL TAYLOR**

Signed by:
By:____________________________
ADB97CD0892048C...
Hazel Taylor, individually and as representative of the Settlement Class

Dated: 5/15/2026

CARITA THOMPSON

Docusigned by:
By: Carita Thompson
38815FA13618425...
Carita Thompson, individually and as representative of the Settlement Class

Dated: ____________

DAPHNE WALTER

By:____________________________
Daphne Walter, individually and as representative of the Settlement Class

Dated: ____________

SHANNON ALICEA

By:____________________________
Shannon Alicea, individually and as representative of the Settlement Class

Dated: ____________

COUNTY OF MONMOUTH, individually and as representative of the Settlement Class

By:____________________________

Name:__________________________

Title:__________________________

Dated: ____________

MSP RECOVERY CLAIMS SERIES 44, LLC, individually and as representative of the Settlement Class

By:____________________________

Name:__________________________

Title:__________________________

Dated: ____________

MSP RECOVERY CLAIMS, SERIES LLC, individually and as representative of the Settlement Class

By:____________________________

Name:__________________________

Title:__________________________

Dated: ____________ **CARITA THOMPSON**

By:___________________________
Carita Thompson, individually and as representative of the Settlement Class

Dated: 5/15/2026 **DAPHNE WALTER**

DocuSigned by:
Daphne Walter
25B08765180A484...

By:___________________________
Daphne Walter, individually and as representative of the Settlement Class

Dated: ____________ **SHANNON ALICEA**

By:___________________________
Shannon Alicea, individually and as representative of the Settlement Class

Dated: ____________ **COUNTY OF MONMOUTH**, individually and as representative of the Settlement Class

By:___________________________

Name:_________________________

Title:__________________________

Dated: ____________ **MSP RECOVERY CLAIMS SERIES 44, LLC**, individually and as representative of the Settlement Class

By:___________________________

Name:_________________________

Title:__________________________

Dated: ____________ **MSP RECOVERY CLAIMS, SERIES LLC**, individually and as representative of the Settlement Class

By:___________________________

Name:_________________________

Title:__________________________

Dated: ____________

CARITA THOMPSON

By:___________________________
Carita Thompson, individually and as representative of the Settlement Class

Dated: ____________

DAPHNE WALTER

By:___________________________
Daphne Walter, individually and as representative of the Settlement Class

Dated: 5/15/2026

SHANNON ALICEA

Signed by:
By:___________________________
D5553FD68FAB455...
Shannon Alicea, individually and as representative of the Settlement Class

Dated: ____________

COUNTY OF MONMOUTH, individually and as representative of the Settlement Class

By:___________________________

Name:_________________________

Title:__________________________

Dated: ____________

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By:___________________________

Name:_________________________

Title:__________________________

Dated: ____________

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By:___________________________

Name:_________________________

Title:__________________________

Dated: ____________

DAPHNE WALTER

By:___________________________
Daphne Walter, individually and as representative of the Settlement Class

Dated: ____________

SHANNON ALICEA

By:___________________________
Shannon Alicea, individually and as representative of the Settlement Class

Dated: 5-14-26

COUNTY OF MONMOUTH, individually and as representative of the Settlement Class

By: Teri O'Connor

Name: Teri O'Connor

Title: County Administrator

Dated: ____________

MSP RECOVERY CLAIMS SERIES 44, LLC, individually and as representative of the Settlement Class

By:___________________________

Name:_________________________

Title:__________________________

Dated: ____________

MSP RECOVERY CLAIMS, SERIES LLC, individually and as representative of the Settlement Class

By:___________________________

Name:_________________________

Title:__________________________

Dated: ____________

OHIO CARPENTERS' HEALTH FUND, individually and as representative of the Settlement Class

Dated: ____________

DAPHNE WALTER

By:___________________________
Daphne Walter, individually and as representative of the Settlement Class

Dated: ____________

SHANNON ALICEA

By:___________________________
Shannon Alicea, individually and as representative of the Settlement Class

Dated: ____________

COUNTY OF MONMOUTH, individually and as representative of the Settlement Class

By:___________________________

Name:_________________________

Title:__________________________

Dated: 5/21/2026

MSP RECOVERY CLAIMS SERIES 44, LLC, individually and as representative of the Settlement Class

By: Signed by: Gabriel Dominguez 0B2E3C6E40EC4CE...

Name: Gabriel Dominguez Valiente

Title: Authorized Representative

Dated: 5/21/2026

MSP RECOVERY CLAIMS, SERIES LLC, individually and as representative of the Settlement Class

By: Signed by: Gabriel Dominguez 0B2E3C6E40EC4CE...

Name: Gabriel Dominguez Valiente

Title: Authorized Representative

Dated: ____________

Central Midwest Regional Council of Carpenters

Welfare Fund, f/k/a OHIO CARPENTERS' HEALTH FUND, individually and as representative of the Settlement Class

By: Matt McGriff (May 14, 2026 19:01:58 EDT)

Name: Matt McGriff

Title: Chairman

Dated: ____________ **PFIZER INC.**

By:___________________________

Name:_________________________

Title:__________________________

IT IS SO STIPULATED BY COUNSEL:

Dated: ____________ **HONIK LLC**

By:___________________________
Ruben Honik
David J. Stanoch, Of Counsel
HONIK LLC
1515 Market St., Suite 1100
Philadelphia, PA 19102
Phone (267) 435-1300
ruben@honiklaw.com
david@honiklaw.com

By:___________________________
Charles E. Schaffer
LEVIN SEDRAN & BERMAN LLP
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Phone (215) 592-1500
cschaffer@lfsblaw.com

By:___________________________
Joseph P. Guglielmo
SCOTT + SCOTT ATTORNEYS AT LAW LLP
The Helmsley Bldg.,
230 Park Avenue
24th Floor
New York, NY 10169

Phone (215) 223-4478
jguglielmo@scott-scott.com

Class Counsel

Dated: ____________

DLA PIPER LLP

By:____________________________

Loren H. Brown
Loren.Brown@us.dlapiper.com
Colleen Carey Gulliver
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DLA PIPER LLP (US)
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DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, Massachusetts 02110-1447
Tel: (617) 406-6009

Attorneys for Defendant Pfizer

Title:__________________________

Dated: ____________

Central Midwest Regional Council of Carpenters Welfare Fund, f/k/a OHIO CARPENTERS' HEALTH FUND, individually and as representative of the Settlement Class

By:__________________________

Name:__________________________

Title:__________________________

Dated: May 22, 2026

PFIZER INC.

By: Amanda T. Perez

Name: Amanda Perez

Title: VP & Chief Counsel, Civil Litigation

IT IS SO STIPULATED BY COUNSEL:

Dated: ____________

HONIK LLC

By:__________________________

Ruben Honik
David J. Stanoch, Of Counsel
HONIK LLC
1515 Market St., Suite 1100
Philadelphia, PA 19102
Phone (267) 435-1300
ruben@honiklaw.com
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By:__________________________

Charles E. Schaffer
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By:__________________________

Joseph P. Guglielmo

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Class Counsel

Dated: May 22, 2026

DLA PIPER LLP

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Boston, Massachusetts 02110-1447
Tel: (617) 406-6009

Attorneys for Defendant Pfizer

EXHIBIT 1
(Consumer Short Form Notice)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig. (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

If You Paid Any Amount of Money For Retail Purchases of Chantix in the United States and Its Territories from September 29, 2015 through September 17, 2021, You May Be Entitled to a Payment From a Class Action Settlement.

A Settlement has been reached in a putative class action lawsuit claiming that Defendant Pfizer, Inc. ("Pfizer") manufactured and sold its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. Pfizer believes it did nothing wrong and denies that it violated any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

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.
The Court authorized this notice to be provided to you by email, where available, or United States mail in certain limited circumstances.

WHO'S INCLUDED IN THE SETTLEMENT?

The Settlement Class includes all individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

Detailed information regarding the Class and how to determine your eligibility is available on the settlement website **[ADD].**

THE SETTLEMENT BENEFITS

Pfizer will pay $44,000,000.00 to the Settlement Class Members. Class Member payments, and the cost to notice and administer the Settlement, attorneys' fees (plus litigation costs), and awards to the class representatives will all come out of this fund. The total payment to consumers will be on a *pro rata* basis based on the amount paid by each consumer Settlement Class Member and will be capped at 20% of the Available Settlement Fund, and each consumer's claim will not exceed the total amount paid for Chantix. After payment of the consumer claims, the remainder of the Fund shall be distributed to the Third-Party Payor Class Members (including assignees) on a *pro rata* basis according to the total amount of each Third-Party Payor's qualifying and documented payments.

Complete details can be found at **[INSERT].**

WHAT ARE MY RIGHTS AND OPTIONS

Submit a Claim: To receive a settlement payment, you must submit a Claim Form. You can submit your Claim online at the Settlement Website or download a paper form to mail in. If possible, include documents to support your claim. Your Claim Form must be submitted online or postmarked by **[CLAIMS DEADLINE]**.

Do Nothing: If you do nothing, you will remain a part of the Settlement Class and Settlement. You will receive no payment under the Settlement, and you will give up your rights to sue Pfizer about the issues in this case.

Opt-Out: Excluding yourself is the only way to keep your right to sue Pfizer over the claims in this case. You won't be bound by the Settlement, but you also won't receive any payment from it, if one is awarded. To opt-out, you must submit an exclusion request to the Settlement Administrator postmarked no later than **[EXCLUSION DEADLINE]**.

Object: If you do not like any part of the Settlement you can object by writing to the Court. You cannot submit both an exclusion request and objection. To object, you must remain a Class Member. If the Court rejects your objection and enters the Final Judgment, you will give up your rights to sue the Pfizer about the issues in this case. If you also wish to receive payment, you must submit a Claim Form. Your objection must be postmarked no later than **[OBJECTION DEADLINE]**.

Final Approval Hearing. The hearing to consider the fairness of the settlement is scheduled for **[INSERT]**. Please note that the fairness hearing date is subject to change without further notice. Complete details about your rights, including detailed requirements to submit a Claim, exclude yourself/opt-out, and to object to the Settlement are available on the Settlement Website **[ADD]**.

Do I have a lawyer in this case? Yes, if you do not exclude yourself by opting out. The Court has appointed Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott+Scott Attorneys at Law LLP to be the attorneys representing the Settlement Class. Class Counsel will petition for attorneys' fees and costs that may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, plus reimbursement of their costs and expenses.

This Notice is only a summary. For more information visit the Settlement Website.

EXHIBIT 2
(Consumer Long Form Notice)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig. (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

If You Paid Any Amount of Money For Retail Purchases of Chantix in the United States and Its Territories from September 29, 2015 through September 17, 2021, You 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 putative class action lawsuit claiming that Defendant Pfizer, Inc. ("Pfizer") manufactured and sold its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. Pfizer believes it did nothing wrong and denies violating any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

- You are included if you paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021. Persons included in the Settlement will be eligible to receive a *pro rata* portion of up to twenty (20) percent of the Settlement Fund, which will be based on the amount you paid for Chantix.

- Read this notice carefully. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue Pfizer about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you do not like the Settlement.
GO TO THE HEARING ON [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You will not receive a share of the Settlement benefits and will give up your rights to sue Pfizer about the claims in the case.

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

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 putative class action lawsuit and about all of your options, before the

Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Katherine Polk Failla, of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.). The people who sued are called the Plaintiffs. The Defendant is Pfizer.

2. What is a class action?

In a putative class action, one or more people called plaintiffs or class representatives (in this case, Juan Abreu, Teresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill, Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Deborah Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, Shannon Webb a/k/a Shannon Alicea) (the "Consumer Plaintiffs") and Plaintiffs County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund (the "TPP Plaintiffs")) sue on behalf of a group or a "class" of people who have similar claims. If the court determines the case can proceed as a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

Plaintiffs alleged that Pfizer failed to comply with current good manufacturing practices, which resulted in Chantix becoming contaminated with a nitrosamine and asserted claims for: (1) breach of express warranties; (2) breach of implied warranties; (3) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*; (4) fraud (affirmative misrepresentation, omission, and concealment); (5) negligent misrepresentation and omission; (6) violation of state consumer protection laws; (7) negligence; (8) negligence per se; and (9) unjust enrichment. The Court issued prior orders that limited the claims to Plaintiffs' consumer protection claims and certain unjust enrichment and negligent misrepresentation claims to proceed based on the "cGMP Misstatement, *i.e.*, that Defendant misrepresented its adherence to current Good Manufacturing practices in its manufacturing of Chantix." Pfizer believes it did nothing wrong and denies violating 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 Class Members are guaranteed to receive compensation, and 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 Court decided that everyone who fits the following description is a member of the **Settlement Class**:

> All individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

The following groups have been excluded from the Class in this case:

a. Pfizer, Inc., and its officers, directors, managers, employees, subsidiaries, and affiliates;
b. Government agencies or governmental actors, including, without limitation, any state Attorney General office, and
c. Any entity that previously opted out of the Settlement Class in this Action.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

In consideration of the full and complete release of all Released Claims against Pfizer, and the dismissal of the Lawsuit with prejudice, Pfizer agrees to provide the following consideration to the Settlement Class: Pfizer will pay $44,000,000.00.

The net Settlement Fund available for distribution to the Settlement Class, after deduction of any attorneys' fees, litigation expenses, settlement administration and notice expenses, and class representative service awards that may be ordered by the Court, shall be first allocated between the Consumer Class up to a maximum of 20% of the Available Settlement Fund, with the remainder allocated to third-party payors (described in a separate notice to the Third Party Payor Class); allocation to Consumer Settlement Class Members will be as follows:

> For Consumers: After a determination of the total fund to be allocated to Consumers, each Consumer class member who submits an eligible claim will receive a *pro-rata* share of the funds based on dollars paid as documented in claim forms, and supporting documents submitted, and each consumer's claim will not exceed the total amount paid for Chantix.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking here. [**INSERT HYPERLINK**]

7. How will my payment be determined?

To receive a *pro rata* share of the Settlement, which will be based on the amount you paid for Chantix, you **must** submit a timely and complete Claim Form **no later than [CLAIMS DEADLINE]**. You can file a claim by clicking **[here.]** Claim Forms must be submitted online by 11:59 p.m. EST on **[DATE]** or postmarked and mailed by **[DATE]**. You can contact Class Counsel at **[PLAINTIFFS' COUNSEL TO INSERT]** to inquire as to the number of claims and/or requests for exclusion that have been received to date.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **[FINAL APPROVAL HEARING DATE]**. Please note that the fairness hearing date is subject to change without further notice. If the Court approves the Settlement, there may be appeals. It is always uncertain when appeals will be resolved, and even if no appeals are filed it also takes time for the claims administrator to process all claims and make payments. Please be patient.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **[CLAIMS DEADLINE]**. Claim Forms can be found and submitted by clicking here **[HYPERLINK]**, or by printing and mailing a paper Claim Form, copies of which are available for download here **[HYPERLINK]**.

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 if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Pfizer and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against Pfizer are described in the Settlement Agreement. You will be "releasing" Pfizer and certain of its subsidiaries, affiliates, employees and representatives as described in Section 3 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are "releasing" the claims, regardless of whether you claim your payment or not. The Settlement Agreement is available through the "court documents" link on the 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 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

Yes, if you do not exclude yourself from the Class by opting out. The Court has appointed Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott+Scott Attorneys at Law LLP to be the attorneys representing the Settlement Class. They 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.

12. How will the lawyers be paid?

Class Counsel will petition for attorneys' fees and costs that may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, plus reimbursement of their costs and expenses. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Plaintiff intends to seek service awards for the Class Representatives from the Settlement Fund in the amount of $15,000 each for TPP Plaintiffs and $5,000 each for Consumer Plaintiffs in recognition for their services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request for exclusion by 11:59 P.M. EST on **[OBJECTION/EXCLUSION DEADLINE]**. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible here **[INSERT HYPERLINK]**) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.) settlement. Your letter or request for exclusion must also include your full name and current address; a statement that you purchased Chantix in the United States and its territories between September 29, 2015 through September 17, 2021; your signature; the name and number of this case; and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than **[OBJECTION/EXCLUSION DEADLINE]**, to the following address:

[ADD]

Any purported group, "mass," or "class-wide" opt-outs shall not be permitted and shall be construed as being submitted only on behalf of the person who actually submitted the request for exclusion or objection. A request for exclusion must be submitted by each Settlement Class Member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Settlement Class Member must be signed by the Settlement Class Member and include proof of the representative's legal authority and authorization to act and object to or request exclusion on behalf of each Settlement Class Member for which the representative requests exclusion.

14. If I do not exclude myself, can I sue the Defendant for the same thing later?

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

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. The deadline to object is **[OBJECTION DEADLINE]**. 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 *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.) 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, your address, the basis upon which you claim to be a Class Member, 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.

Objections must be filed via the Court's electronic filing system, and if not filed via the Court's electronic system, must be mailed, postmarked by the date specified herein, to the Court at the following address:

Clerk of the Court
United States District Court
Southern District of New York
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than **[OBJECTION/EXCLUSION DEADLINE]**.

Class Counsel	Defendant's Counsel
Ruben Honik Honik Law 1515 Market Street, Ste. 110 Philadelphia, PA, 19102	Loren H. Brown DLA Piper LLP 1251 Avenue of the Americas, 27th Floor New York, NY 10020

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can only object if you stay in the Class. Excluding yourself from the Class is telling the Court that you do not 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

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

The Court will hold the Final Approval Hearing on ______________ at ________________ A.M./P.M. in Courtroom __ of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40

Foley Square, New York, NY 10007. 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 attorneys' fees and expenses; and to consider the request for service awards 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 for updates by visiting the Settlement Website at **[INSERT HYPERLINK]** or calling **(800) 000-0000**. 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 the Final Approval Hearing.

19. 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 do not 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.

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness 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 *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)." 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 **[OBJECTION/EXCLUSION DEADLINE]**, and be sent to the addresses listed in Question 16.

GETTING MORE INFORMATION

21. 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 **[ADD]**. You may also write with questions to **[ADD]**. You can call the Settlement Administrator at **[ADD]** or Class Counsel at **[ADD]**, 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 website.

EXHIBIT 3
(TPP Short Form Notice)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig. (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

If You are a Third-Party Payor who Paid Any Amount of Money For Retail Purchases of Chantix in the United States and Its Territories from September 29, 2015 through September 17, 2021, You May Be Entitled to a Payment From a Class Action Settlement.

A Settlement has been reached in a putative class action lawsuit claiming that Defendant Pfizer, Inc. ("Pfizer") manufactured and sold its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. Pfizer believes it did nothing wrong and denies violating any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

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.
The Court authorized this notice to be provided to you by email, where available, or United States mail in certain limited circumstances.

WHO'S INCLUDED IN THE SETTLEMENT?

The Settlement Class includes all third-party payors and individuals who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

Detailed information regarding the Settlement Class and how to determine your eligibility is available on the settlement website [**INSERT**]

THE SETTLEMENT BENEFITS

Pfizer will pay $44,000,000.00 to the Settlement Class Members. Settlement Class Member payments, and the cost to notice and administer the Settlement, attorneys' fees (inclusive of litigation costs), and awards to the class representatives will all come out of this fund. The total payment to consumers will be on a *pro rata* basis based on the amount paid by each consumer Settlement Class Member and will be capped at 20% of the Available Settlement Fund, and each consumer's claim will not exceed the total amount paid for Chantix. After payment of the consumer claims, the remainder of the Fund shall be distributed to the TPP Settlement Class Members (including assignees) on a *pro rata* basis according to the total amount of each Third-Party Payor's qualifying and documented payments.

Complete details can be found at [**INSERT**].

WHAT ARE MY RIGHTS AND OPTIONS

Submit a Claim: To receive a settlement payment, you must submit a Claim Form. You can submit your Claim Form online at the Settlement Website or download a paper Claim Form to mail in. Claim Forms must include supporting documentation. Settlement Class Members are limited to one claim per Settlement Class Member. Related companies such as corporate subsidiaries or affiliates may file claims either separately or combined. A TPP Settlement Class Member or an authorized agent can complete the Claim Form. If both a Settlement Class Member and its authorized agent submit a Claim Form, the Settlement Administrator will only consider the Settlement Class Member's Claim Form. The Settlement Administrator may request supporting documentation. The claim may be rejected if any requested documentation is not provided in a timely manner. However, no more than one claim may be submitted for the same payments. Your Claim Form must be submitted online or postmarked by **[CLAIMS DEADLINE].**

Do Nothing: If you do nothing, you will remain a part of the Settlement Class and Settlement. You will receive no payment under the Settlement, and you will give up your rights to sue Pfizer about the issues in this case.

Opt-Out: Excluding yourself is the only way to keep your right to sue Pfizer over the claims in this case. You won't be bound by the Settlement, but you also won't receive any payment from it, if one is awarded. To opt-out, you must submit an exclusion request to the Settlement Administrator postmarked no later than **[EXCLUSION DEADLINE]**.

Object: If you do not like any part of the Settlement you can object by writing to the Court. You cannot submit both an exclusion request and objection. To object, you must remain a Class Member. If the Court rejects your objection and enters the Final Judgment, you will give up your rights to sue Pfizer about the issues in this case. If you also wish to receive payment, you must submit a Claim Form. Your objection must be postmarked no later than **[OBJECTION DEADLINE]**.

Complete details about your rights, including detailed requirements to submit a Claim Form, exclude yourself/opt-out, and to object to the Settlement are available on the Settlement Website **[INSERT]**.

Final Approval Hearing. The hearing to consider the fairness of the settlement is scheduled for **[INSERT]**. Please note that the fairness hearing date is subject to change without further notice.

Do I have a lawyer in this case? Yes, if you do not exclude yourself by opting out. The Court has appointed Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott+Scott Attorneys at Law LLP to be the attorneys representing the Settlement Class. Class Counsel will petition for attorneys' fees and costs that may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, plus reimbursement of their costs and expenses.

This Notice is only a summary. For more information visit the Settlement Website.

EXHIBIT 4
(TPP Long Form Notice)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig. (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

If You Are a Third Party Payor who Paid Any Amount of Money For Retail Purchases of Chantix in the United States and Its Territories from September 29, 2015 through September 17, 2021, You 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 putative class action lawsuit claiming that Pfizer Pfizer Inc. ("Pfizer") manufactured and sold its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. Pfizer believes it did nothing wrong and denies violating any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

- You are included if you paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021. Persons included in the Settlement will be eligible to receive a *pro rata* portion of the Settlement Fund, which will be based on the total amount of qualifying and documented payments.

- Read this notice carefully. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue Pfizer about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you do not like the Settlement.
GO TO THE HEARING ON [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You will not receive a share of the Settlement benefits and will give up your rights to sue Pfizer about the claims in the case.

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

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 putative class action lawsuit and about all of your options, before the

Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Katherine Polk Failla, of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.). The people who sued are called the Plaintiffs. The Defendant is Pfizer.

2. What is a class action?

In a putative class action, one or more people called plaintiffs or class representatives (in this case, Juan Abreu, Teresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill, Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Deborah Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, Shannon Webb a/k/a Shannon Alicea (the "Consumer Plaintiffs") and County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund ("TPP Plaintiffs")) sue on behalf of a group or a "class" of people who have similar claims. If the Court determines the case can proceed as a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

Plaintiffs alleged that Pfizer failed to comply with current good manufacturing practices, which resulted in Chantix becoming contaminated with a nitrosamine and asserted claims for: (1) breach of express warranties; (2) breach of implied warranties; (3) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*; (4) fraud (affirmative misrepresentation, omission, and concealment); (5) negligent misrepresentation and omission; (6) violation of state consumer protection laws; (7) negligence; (8) negligence per se; and (9) unjust enrichment. The Court issued prior orders that limited the claims to Plaintiffs' consumer protection claims and certain unjust enrichment and negligent misrepresentation claims to proceed based on the "cGMP Misstatement, *i.e.*, that Pfizer misrepresented its adherence to current Good Manufacturing practices in its manufacturing of Chantix." Pfizer believes it did nothing wrong and denies violating 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 Pfizer should win this case. Instead, both sides agreed to this Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members are guaranteed to receive compensation, and 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 Court decided that everyone who fits the following description is a member of the **Settlement Class**:

> All individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

The following groups have been excluded from the Class in this case:

a. Pfizer, Inc., and its officers, directors, managers, employees, subsidiaries, and affiliates;
b. Government agencies or governmental actors, including, without limitation, any state Attorney General office; and
c. Any entity that previously opted out of the Settlement Class in this Action.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

In consideration of the full and complete release of all Released Claims against Pfizer, and the dismissal of the Lawsuit with prejudice, Pfizer agrees to provide the following consideration to the Settlement Class: Pfizer will pay $44,000,000.00.

The net Settlement Fund available for distribution to the Settlement Class, after deduction of any attorneys' fees, litigation expenses, settlement administration and notice expenses, and class representative service awards that may be ordered by the Court, shall be first allocated between consumers (described in a separate notice to the Consumer Class) up to a maximum of 20% of the Available Settlement Fund, with the remainder allocated to third-party payors; allocation to Third-Party Settlement Class Members will be as follows:

> For Third-Party Payors: After a determination of the total fund to be allocated to Third-Party Payors, each Third-Party Payor class member that submits an eligible claim will receive a *pro-rata* share of the funds based on dollars paid as documented in claim forms, and supporting documents submitted.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking here. **[INSERT HYPERLINK]**

7. How will my payment be determined?

Third-Party Payor members (including assignees of TPPs) of the Settlement Class shall submit claim forms documenting their (or their assignors') payments for Pfizer as provided in the Settlement Agreement and approved by the Court. The Claims administrator will review the claim forms and any supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. After payment of the consumer claims as provided above, the remainder of the Fund shall be distributed to each valid TPP member of the class (including assignees) on a *pro rata* basis according to the total amount of each TPP's qualifying and documented payments.

If you are an eligible Class Member, you must submit a Claim Form to receive a Settlement payment. You can submit your Claim online at the Settlement website **[TBA]** or download a paper Claim Form from the website and submit it by mail. You will be required to submit supporting documentation. Assignees of third-party payors may directly submit claims to obtain settlement funds. Such assignee will be treated as if the third-party payor had directly submitted its claims as part of the claims administration process, and it will have the same rights as a third-party payor. Class members are limited to one claim per Class Member. Related companies such as corporate subsidiaries or affiliates may file claims either separately or combined. In no event shall more than one Class Member assert a claim for the same payments. Your Claim Form must be submitted online or postmarked by **[INSERT CLAIM DEADLINE]**.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **[INSERT: FINAL APPROVAL HEARING DATE]**. Please note that the fairness hearing date is subject to change without further notice. If the Court approves the Settlement, there may be appeals. It is always uncertain when appeals will be resolved, and even if no appeals are filed it also takes time for the claims administrator to process all claims and make payments. Please be patient.

HOW TO GET BENEFITS

9. How do I get a payment?

Third Party Payor members (including assignees of TPPs) of the Settlement Class shall submit claim forms documenting their (or their assignors') payments for Chantix as provided in the Settlement Agreement and approved by the Court. The claims administrator will review the claim forms and any supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. After payment of the consumer claims as provided above, the remainder of the Settlement Fund shall be distributed to each valid TPP member of the class (including assignees) on a *pro rata* basis according to the total amount of each TPP's qualifying and documented payments.

If you are an eligible Class Member, you must submit a Claim Form to receive a Settlement payment. You can submit your Claim online at the Settlement website **[INSERT CLAIM DEADLINE]** or download a paper Claim Form from the website and submit it by mail. You will be required to submit supporting documentation. Class members are limited to one claim per Class Member. A TPP Class Member or an authorized agent can complete this Claim Form. If both a Class Member and its authorized agent submit a Claim Form, the Settlement Administrator will only consider the Class Member's Claim Form. The Settlement Administrator may request supporting documentation. The claim may be rejected if any requested documentation is not provided in a timely manner. In no event shall more than one Class Member assert a claim for the same payments. Your Claim Form must be submitted online or postmarked by **[INSERT CLAIM DEADLINE]**.

REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue Pfizer and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against Pfizer are described in the Settlement Agreement. You will be "releasing" Pfizer and certain of its subsidiaries, affiliates, employees and representatives as described in Section 3 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are "releasing" the claims, regardless of whether you claim your payment or not. The Settlement Agreement is available through the "court documents" link on the 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 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

Yes, if you do not exclude yourself from the Class by opting out. The Court has appointed Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott+Scott Attorneys at Law LLP to be the attorneys representing the Settlement Class. They 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.

12. How will the lawyers be paid?

Class Counsel will petition for attorneys' fees and costs that may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, plus reimbursement of their costs and expenses. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Plaintiff intends to seek service awards for the Class Representatives from the Settlement Fund in the amount of $15,000 each for TPP Plaintiffs and $5,000 each for Consumer Plaintiffs for their services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request for exclusion by 11:59 P.M. EST on **[OBJECTION/EXCLUSION DEADLINE]**. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible here **[INSERT HYPERLINK]**) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.) settlement. Your letter or request for exclusion must also include your full name and your current address; a statement that you purchased Chantix in the United States and its territories between September 29, 2015 through September 17, 2021; your signature; the name and number of this case; and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than **[OBJECTION/EXCLUSION DEADLINE]**, to the following address:

[ADD]

Any purported group or "class-wide" opt-outs shall not be permitted and shall be construed as being submitted only on behalf of the person who actually submitted the request for exclusion or objection. A request for exclusion must be submitted by each Settlement Class Member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Settlement Class Member must be signed by the Settlement Class Member and include proof of the representative's legal authority and authorization to act and object to or request exclusion on behalf of each Settlement Class Member for which the representative requests exclusion.

14. If I do not exclude myself, can I sue Pfizer for the same thing later?

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

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. The deadline to object is **[OBJECTION DEADLINE]**. 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 *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.) 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, your address, the basis upon which you claim to be a Class Member, 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 Pfizer's Counsel listed below.

Objections must be filed via the Court's electronic filing system, and if not filed via the Court's electronic system, must be mailed, postmarked by the date specified herein, to the Court at the following address:

Clerk of the Court
United States District Court
Southern District of New York
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Pfizer's Counsel, at the addresses below, postmarked no later than **[OBJECTION DEADLINE]**.

Class Counsel	**Pfizer's Counsel**
Ruben Honik Honik Law 1515 Market Street, Ste. 110 Philadelphia, PA, 19102	Loren H. Brown DLA Piper LLP 1251 Avenue of the Americas, 27th Floor New York, NY 10020

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. If you object only, you will remain in the Class. Excluding yourself from the Class is telling the Court that you do not 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

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

The Court will hold the Final Approval Hearing on ______________ at ________________ A.M./P.M. in Courtroom __ of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. 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 attorneys' fees and expenses; and to consider the request for service awards 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 for updates by visiting the Settlement Website at **[INSERT hyperlink]** or calling **(800) 000-0000**. 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 the Final Approval Hearing.

19. 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 do not 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.

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness 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 *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)." 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 **[OBJECTION DEADLINE]**, and be sent to the addresses listed in Question 16.

GETTING MORE INFORMATION

21. 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 **[ADD]**. You may also write with questions to **[ADD]**. You can call the Settlement Administrator at **[ADD]** or Class Counsel at **[ADD]**, 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 website.

EXHIBIT 5
(Consumer Claim Form)

In re Chantix (Varenicline) Mktg.,
Sales Pracs. & Prods. Liab. Litig. (No. II)
22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.))

INDIVIDUAL CONSUMER CLAIM FORM

YOUR CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE **[TBD]**

Unless otherwise defined herein, capitalized terms contained in this Claim Form have the same meaning as the Class Action Settlement Agreement.

You may be eligible to receive payment from the $44 million Settlement if you submit a timely and valid Claim Form using the Settlement Administrator's website, [**TBA**].

OR

Mail your claim to: Chantix Settlement
[INSERT ADDRESS]

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT BY INDIVIDUAL CONSUMERS. IF YOU ARE A THIRD-PARTY PAYOR, PLEASE FILL OUT THE THIRD-PARTY PAYOR FORM

Section A: Claimant Identification

____
Claimant's Name

____
Agent/Legal Representative

____
Street Address

____
City State Zip

____
Mobile Telephone Number Email Address*

*By providing your email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.

Unless you affirmatively select alternative means for payment, all settlement payments will be digitally sent to you via email. Please ensure you provide a current, valid email address and mobile phone number with your claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment.

Section B: Confirmation of Settlement Class Membership

In order to be eligible to file a Claim Form and receive a settlement payment from the proposed Settlement, you must be a person who paid for Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

Several groups are excluded from the Settlement Class and are not eligible to file a Claim Form and receive a settlement payment from the proposed Settlement, even if they otherwise meet the definition above. The following groups are excluded from Class:

a. Any person or entity who is an officer, director, manager, employee of Pfizer, Inc.;

b. Government agencies or governmental actors, including, without limitation, any state Attorney General office;

c. Consumers whose only purchases of Chantix occurred before September 29, 2015 or after September 17, 2021; and

d. Any person who has previously opted out of the Settlement Class in this case.

□ By checking this box, I confirm that I have read the definition of the Settlement Class and I am not excluded from participating in the proposed Settlement.

Section C: Purchase Information

Provide the total number of Chantix prescriptions that you purchased AND the total amount of your out-of-pocket expenditure (i.e., health insurance or pharmacy copayment, coinsurance or deductible) for purchases of Chantix between September 29, 2015 and September 17, 2021:

Number of Chantix prescriptions:	
Total amount of out-of-pocket expenditure you paid for the Chantix prescriptions identified above:	$

Were the Chantix purchases identified above made using some form of insurance benefit that covered some of the costs of those purchases: Yes __________ No __________ (please check one).

If you used some form of insurance benefit, identify the name(s) of your insurer(s) and your policy number: ____________
____

Section D: Note Regarding Documentation

You do not need to provide any documentation at this time. However, the Settlement Administrator may ask for additional proof supporting your claim. Any one of the following is acceptable as claim documentation for the purchase information set forth in Section C above, if requested by the Settlement Administrator:

1. An explanation of benefits from your insurance company that shows you paid for Chantix; or
2. Records from your pharmacy showing that you paid for Chantix; or
3. Copies of records showing prescriptions written for Chantix.

Section E: Certification

I have read and am familiar with the contents of this Claim Form. I certify that the information I have set forth above is true, correct and complete to the best of my knowledge. I certify that I or the Settlement Class Member I represent paid the total amount set forth above in out-of-pocket expenditures for Chantix prescriptions between September 29, 2015 and September 17, 2021. I further certify that I or the Settlement Class Member I represent did not opt out of the Settlement Class in this Action. Nor did I or the Settlement Class Member I represent purchase Chantix for purposes of resale.

In addition, I (1) am not a person or entity who is an officer, director, manager, employee of Pfizer, Inc.; and (2) am not a governmental actor, including, without limitation, any state Attorney General office.

I hereby submit to the jurisdiction of the United States District Court for the Southern District of New York for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I acknowledge that any false information or representations contained herein may subject me to sanctions, including the possibility of criminal prosecution. I agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Settlement Administrator. I understand that Claims will be audited for veracity, accuracy, and fraud. Claim Forms that are not valid and/or illegible may be rejected, including but not limited to failure to provide wet signatures if requested by the Settlement Administrator.

I certify under penalty of perjury that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this ___ day of ____________________, 2026.

____

Signature   Print or Type Name

If you have not completed this Claim Form online and submitted it electronically through the Settlement Administrator's website, you must mail the completed Claim Form postmarked on or before **[INSERT CLAIM DEADLINE]**, to the following address:

Chantix Settlement
[INSERT]

Toll-Free Telephone: **[INSERT]**   Website: **[INSERT]**

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form.

2. Keep a copy of your Claim Form and supporting documentation for your records.

3. If you move and/or your name changes or you wish to receive payment through alternative means, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement Website or U.S. Mail (the addresses are listed above).

EXHIBIT 6
(TPP Claim Form)

In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.
(No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

THIRD PARTY PAYOR CLAIM FORM

YOUR CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE **[INSERT CLAIM DEADLINE]**

Unless otherwise defined herein, capitalized terms contained in this Claim Form have the same meaning as the Class Action Settlement Agreement.

You may be eligible to receive payment from the $44 million Settlement if you submit a timely and valid Claim Form using the Settlement Administrator's website, **[TBA]**.

OR

Mail your claim to: Chantix Settlement
[INSERT]

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR, NOT INDIVIDUAL CONSUMERS. IF YOU ARE A CONSUMER, PLEASE FILL OUT THE CONSUMER CLAIM FORM

PART I – CLAIMANT IDENTIFICATION

SECTION A	OR	SECTION B
ONLY IF YOU ARE FILING ON BEHALF OF THE SETTLEMENT CLASS MEMBER COMPANY'S HEALTH PLAN		ONLY IF YOU ARE AN AUTHORIZED AGENT FILING ON BEHALF OF ONE OR MORE THIRD-PARTY PAYOR SETTLEMENT CLASS MEMBERS

Section A: Company or Health Plan Class Member

Company or Health Plan Name

Contact Name

Address 1

Address 2

City State Zip

Area Code – Telephone Number | Tax Identification Number

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since September 29, 2015.

Health Plan Type: (Select one):

☐ Health Insurance Company/HMOHealth Plan ☐ Self-Insured Employee ☐ Self-Insured Health & Welfare Fund

☐ Other (Explain)

Section B: Authorized Agent Only

** As an Authorized Agent, please check how your relationship with the Settlement Class Member(s) is best described:

☐ Third Party Administrator

☐ Pharmacy Benefit Manager

☐ Other (Explain)

Authorized Agent

Company Name

Contact Name

Address 1

Address 2

City | State | Zip

Area Code – Telephone Number | Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every Class Member (i.e., Company or Health Plan) for whom you have been duly authorized to submit this Claim Form (attach additional sheets to this Claim Form as necessary).

Alternatively, you may submit the requested list of Settlement Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file saved on a disk. Please contact the Settlement Administrator to determine what formats are acceptable.

THIRD-PARTY PAYOR'S NAME	THIRD-PARTY PAYOR'S FEIN

PART II – AMOUNT CLAIMED

Please type or print in the box below, the total amount paid or reimbursed for Chantix in the United States and its territories, net of co-pays, deductibles, and co-insurance, from September 29, 2015 through September 17, 2021.

Please note that certain groups have been excluded from the Settlement Class in this case. Do not submit a claim for or on behalf of any of the following excluded groups:

a. Pfizer, Inc., and its officers, directors, managers, employees, subsidiaries, and affiliates ("Defendant")

b. Government agencies or governmental actors, including, without limitation, any state Attorney General office; and

c. Any entity that previously opted out of the Settlement Class in this Action.

CHANTIX PRESCRIPTIONS	**TOTAL AMOUNT PAID**
Purchases or Reimbursements between September 29, 2015, through September 17, 2021, for Chantix.	$

You must submit claims data and information in support of the purchase amounts stated above. Instructions on how to do so are found in the claims documentation instructions on the Settlement Administrator's website or included with this Claim Form.

PART III – CERTIFICATION

I (We) have read and am (are) familiar with the contents of this Claim Form. I (We) certify that the information I (we) have set forth above and in any documents attached by me (us) are true, correct, and complete to the best of my (our) knowledge. I (We) certify that I (we) or the Third-Party Payor Settlement Class Member(s) that I (we) represent paid the total amount set forth above in out-of-pocket expenditures for purchases or reimbursements of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021, inclusive. I (We) further certify that I (we) or the Settlement Class Member(s) that I (we) represent did not opt out of the Settlement Class in this Action. Nor did I (we) or the Settlement Class Member(s) purchase Chantix for purposes of resale. In addition, I (we) (1) have not (or the Settlement Class Member has not) served as counsel, officer, director, agent, or employee of Defendant, or a corporate parent, subsidiary, affiliate, or other related entity thereof; and (2) am not a governmental actor, including, without limitation, employed by any state Attorney General office.

To the extent I (we) have been given authority to submit this Claim Form by a Settlement Class Member(s) on its behalf, and accordingly am submitting this Claim Form in the capacity of an authorized agent with authority to submit it by the Settlement Class Member(s) identified on a separate sheet of paper submitted with this Claim Form, and to the extent that I (we) have been authorized to receive payment on behalf of this Settlement Class Member(s). In the event amounts from the Settlement Fund are distributed to me (us) and a Settlement Class Member(s) later claims that I (we) did not have authority to claim and/or receive such amounts on its behalf, I (we) and/or my (our) employer will hold the Settlement Class, Class Counsel, and the Settlement Administrator harmless with respect to any claims made by the Settlement Class Member(s).

I (We) hereby submit to the jurisdiction of the United States District Court for the Southern District of New York for all purposes connected with the Claim Form, including resolution of disputes relating to this Claim Form. I (we) acknowledge that any false information or representations contained herein may subject me (us) to sanctions, including the possibility of criminal prosecution. I (we) agree to supplement this Claim Form by furnishing additional documentary backup for the information provided herein, upon request of the Settlement Administrator. I understand that Claims will be audited for veracity, accuracy, and fraud. Claim Forms that are not valid and/or illegible may be rejected, including but not limited to failure to provide wet signatures if requested by the Settlement Administrator.

I certify under penalty of perjury that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this ___ day of ___________________, 2026.

______________________________	______________________________
Signature	Position/Title
______________________________	______________________________
Print Name	Date

If you have not completed this Claim Form online and submitted it electronically through the Settlement Administrator's website, you must mail the completed Claim Form, along with any supporting documentation as described above, postmarked on or before **[INSERT CLAIM DEADLINE]**, to the following address:

Chantix Settlement
[INSERT ADDRESS]

Toll-Free Telephone: **[TBD]** Website: **[TBD]**

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any documentation supporting your claim.

2. Keep a copy of your Claim Form and supporting documentation for your records.

3. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement Website or U.S. Mail (the addresses are listed above).

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.	Case No. 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

INSTRUCTIONS FOR SUBMITTING YOUR THIRD-PARTY PAYOR CLAIM FORM

The information you provide will be kept confidential and will be used only for administering this Settlement. If you have any questions, please call the Settlement Administrator at **[TBA]**.

A Third Party Payor Settlement Class Member or an authorized agent can complete this Claim Form. If both a Settlement Class Member and its authorized agent submit a Claim Form, the Settlement Administrator will only consider the Settlement Class Member's Claim Form. The Settlement Administrator may request supporting documentation. The claim may be rejected if any requested documentation is not provided in a timely manner.

If you are a **Settlement Class Member** submitting a Claim Form on your own behalf, you must provide the information requested in "**Part 1, Section A – COMPANY OR HEALTH PLAN CLASS MEMBER ONLY**," in addition to the other information requested by this Claim Form.

If you are an **authorized agent** of one or more Class Members, you must provide the information requested in "**Part 1, Section B – AUTHORIZED AGENT ONLY**," in addition to the other information requested by this Claim Form.

You may submit a separate Claim Form for each Settlement Class Member, OR you may submit one Claim Form for all such Settlement Class Members as long as you provide the information required for each Settlement Class Member on whose behalf you are submitting the form.

If you are submitting Claim Forms both on your own behalf as a Settlement Class Member AND as an authorized agent on behalf of one or more Settlement Class Members, you should submit one Claim Form for yourself, completing Section A and another Claim Form or Forms as an authorized agent for the other Class Member(s), completing Section B. **Do not submit a Claim Form on behalf of any Settlement Class Member unless that Class Member provided prior authorization to submit the Claim Form.**

In order to qualify to receive a payment from this Settlement, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Proof of Claim form postmarked or filed online by **[INSERT CLAIM DEADLINE]** will prevent you from receiving any payment from this Settlement. Submission of this Claim Form does not ensure that you will share in the payments related to the Settlement. If the Settlement Administrator disputes a material fact concerning your Claim, you will have the right to present information in a dispute resolution process.

CLAIM DOCUMENTATION REQUIREMENTS

You must provide all the information requested in "Part II: Amount Claimed." You must submit claims data and information in support of the purchase amounts stated above. Your claimed purchase amounts of Chantix must be net of co-pays, deductibles, and co-insurance.

If you must submit claims data and information, it is mandatory that you provide the data for all categories listed below. Affidavits that do not include the information listed below will not be accepted.

a) TPP Settlement Class Member's Name

b) Unique patient identification number or code.

c) NDC Number (a list of NDC Numbers is included with this Claim Form) – e.g., 00000-0000-00

d) Fill Date or Date of Service – e.g., 09/30/2019

e) Location (State) of Service – e.g., CA

f) Amount Billed (not including dispensing fee) – e.g., $40.00

g) Amount Paid by TPP net of co-pays, deductibles, and co-insurance – e.g., $20.00

If you are submitting a Claim Form on behalf of multiple Class Members, also provide the following information for each prescription:

h) Plan or Group Name.

i) Plan or Group FEIN – provide group number for each transaction.

Information submitted will be covered by the Protective Order entered by the Court. For your convenience, an exemplar spreadsheet containing these categories is located on the claims documentation instructions page of the Settlement Administrator's website. In addition, an Excel spreadsheet can be downloaded from the Settlement Website, **[TBA]**. Please use this format if possible. A list of the NDCs that will be considered by the Settlement Administrator is provided following the exemplar spreadsheet.

If possible, please provide the electronic data in either Microsoft Excel format or ASCII flat file pipe "|" or tab-delimited or fixed-width format.

Please contact the Settlement Administrator at **[TBA]** with any questions about the required claims data.

EXHIBIT 7
Proposed Preliminary Approval Order

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: CHANTIX (VARENICLINE) MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION II	22-MD-3050 (KPF) 22-MC-3050 (KPF)

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL

WHEREAS, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, (i) Consumer Plaintiffs Juan Abreu, Theresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill, Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Debra Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, Shannon Webb a/k/a Shannon Alicea, (the "Consumer Plaintiffs"); (ii) Third-Party Payor Plaintiffs County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund (the "TPP Plaintiffs," and collectively with the Consumer Plaintiffs, the "Plaintiffs"); (iii) the Settlement Class (as defined herein); and (iv) Defendant Pfizer Inc., defined herein to include each and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and each and all of their respective current, future, and former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, any trust of which Defendant is a settlor, trustee or beneficiary, heirs, executors, administrators, successors, affiliates, and assigns of each of them ("Pfizer" or "Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") seek entry of an order preliminarily approving the settlement of this action pursuant to the Settlement Agreement fully executed on May 18, 2026 (the "Settlement Agreement"), which, together with its attached exhibits, sets forth the terms and conditions for the proposed Settlement of the Action and dismissal of the Action with prejudice; and

WHEREAS, the Court having read and considered the Settlement Agreement and exhibits attached thereto, and Plaintiffs' Unopposed Motion for Preliminary Approval, Plaintiffs' Motion is GRANTED.

IT IS HEREBY ORDERED as follows:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth therein.

2. This Court has jurisdiction over this litigation, Plaintiffs, all Settlement Class Members, Defendant, and any party to any agreement that is part of, or related, to the Settlement.

3. The Settlement is the product of non-collusive arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the Action, including through discovery and motion practice, and whose negotiations were supervised by an experienced mediator. The Settlement confers substantial benefits upon the Settlement Class and avoids the costs, uncertainty, delays, and other risks associated with continued litigation, trial, and/or appeal. The Settlement falls within the range of possible recovery, compares favorably with the potential recovery when balanced against the risks of continued litigation, does not grant preferential treatment to Plaintiffs, their counsel, or any subgroup of the Settlement Class, and has no obvious deficiencies.

4. The Court preliminarily approves the Settlement as being fair, reasonable, and adequate, and finds that it otherwise meets the criteria for approval, subject to further consideration

at the Final Approval Hearing described below and warrants issuance of notice to the Settlement Class.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds, upon preliminary evaluation and for purposes of Settlement only, that it will likely be able to certify the Settlement Class as follows:

> All individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

6. The Court preliminarily finds that the Settlement is likely to receive final approval and the Settlement Class will likely be certified. The Court concludes that the Settlement Class satisfies the requirements of Rule 23(a) and (b)(3): (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott + Scott Attorneys at Law LLP as Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are satisfied by this appointment.

8. The Court hereby appoints Third-Party Payor Plaintiffs County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund and Consumer Plaintiffs Juan Abreu, Teresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill,

Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Debra Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, and Shannon Webb a/k/a Shannon Alicea to serve as class representatives on behalf of the Settlement Class.

9. The Court approves the form and content of the Notice. The Court finds that providing notice to the Settlement Class substantially in the manner and form set forth in the Notice Plan described in the Settlement Agreement satisfies due process. The foregoing is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Settlement Class Members entitled to such Notice.

a. Within twenty-eight (28) days after entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Notice to be disseminated to Settlement Class Members in the form and manner set forth in the Settlement Agreement (the "Notice Date"). The Court authorizes the Parties to make non-material modifications to the Notice prior to publication if they jointly agree that any such changes are necessary and reasonable under the circumstances.

b. Prior to Notice being disseminated, the Settlement Administrator shall also set up a dedicated website that will include the Notice, Claim Forms, Settlement Agreement, and other relevant materials.

c. No later than one hundred and five (105) days after Preliminary Approval, the Settlement Administrator shall file with the Court a declaration setting forth the details of the notice provided pursuant to this Order and the Settlement Agreement.

10. The Claim Forms are approved for dissemination to the Settlement Class Members, subject to any non-material changes to which the parties may agree.

11. The Court hereby appoints A.B. Data, Ltd. to serve as the Settlement Administrator to supervise and administer the notice procedures, administer the claims processes, distribute

payments according to the processes and criteria set forth in the Settlement Agreement, and perform any other duties of Notice administration that are reasonably necessary or provided for in the Settlement Agreement, and any applicable Court Orders.

12. If Settlement Class Members do not wish to participate in the Settlement Class, Settlement Class Members may exclude themselves by submitting a request for exclusion. All requests by Settlement Class Members to be excluded from the Settlement Class must be submitted in writing either online through the Settlement Website or mailed to Settlement Administrator at the address specified in the Notice by the date specified in the Preliminary Approval Order and recited in the Notice, which shall be ninety (90) days after Preliminary Approval. The Settlement Administrator shall report the names and addresses of all such persons and entities requesting exclusion to the Court and Class Counsel no later than one hundred and five (105) days after Preliminary Approval, and the list of persons and entities deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Judgment.

13. If a Settlement Class Member wishes to be excluded from the Settlement Class, the Settlement Class Member's written request for exclusion must state in writing the Settlement Class Member's name, address, and that he/she purchased Chantix from September 29, 2015 through September 17, 2021. Any request for exclusion must be personally signed by each person requesting exclusion.

14. No request for exclusion will be valid unless all of the required information described above is included. All Settlement Class Members who exclude themselves from the Settlement Class will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Defendant.

15. Any Settlement Class Member who has not previously submitted a request for exclusion in accordance with the terms of this Settlement Agreement may appear at the Final Approval Hearing to object and argue that the proposed Settlement should not be approved. However, in order to be heard at the Final Approval Hearing, the Settlement Class Member must make an objection in writing and file it, along with a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear"). All objections and Notices of Intention to Appear must be filed with the Court within ninety (90) days after Preliminary Approval, in accordance with the requirements set forth in the Settlement Agreement.

16. To state a valid objection to the Settlement, a Settlement Class Member must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). Objections shall be filed via the Court's electronic filing system, and if not filed via the Court's electronic system, must be mailed, postmarked by the date specified herein, to the Court and also served by first-class mail upon:

Clerk of the Court
United States District Court
Southern District of New York
Thurgood Marshall
United States Courthouse

40 Foley Square
New York, NY 10007

Class Counsel for Consumer and TPP Class:

Ruben Honik
David J. Stanoch
HONIK LAW
1515 Market Street, Ste. 110
Philadelphia, PA, 19102

Charles E. Schaffer
LEVIN SEDRAN & BERMAN LLP
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Phone (215) 592-1500
cschaffer@lfsblaw.com

Joseph Guglielmo
SCOTT + SCOTT ATTORNEYS AT LAW LLP
The Helmsley Bldg.,
230 Park Ave.
17th Floor
New York, NY 10169
Phone (212) 223-4478
jguglielmo@scott-scott.com

17. Any Settlement Class Member who does not make his or her objections in the manner provided herein shall be deemed to have waived such objections and shall forever be foreclosed from making any objections to the fairness, reasonableness, or adequacy of the proposed Settlement and the judgment approving the Settlement.

18. Objections and requests for exclusion shall be permitted on an individual basis only. Any purported "class-wide" objections or opt-outs will be construed as being submitted only on behalf of the person (defined herein to include a TPP entity) who actually submitted the request for exclusion or objection.

19. The Final Approval Hearing shall be held no earlier than 120 days after Preliminary Approval. The Court hereby schedules the Final Approval Hearing for

______________________, at _______________ a.m./p.m. in Courtroom 618 of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007 to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate, whether a judgment should be entered approving such Settlement, and whether Plaintiffs' application for attorneys' fees and expenses, which shall then be allocated to all Plaintiffs' counsel via a common benefit allocation, and for service awards to the class representatives, should be approved. The Court may adjourn and reschedule the Final Approval Hearing without further notice to Settlement Class Members.

20. Plaintiffs' application for an award of attorneys' fees, expenses, and costs and for service awards will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any appeal from any order relating solely to Class Counsel's application for an award of attorneys' fees, costs, and expenses, and/or to Class Counsel's application for service awards, or any reversal or modification of any such order, shall not operate to terminate or cancel the Settlement or to affect or delay the finality of a judgment approving the Settlement.

21. Papers in support of final approval of the Settlement shall be filed no later than one hundred and five (105) days after Preliminary Approval. Papers in support of Plaintiffs' application for attorneys' fees, expenses, and costs and for service awards shall be filed no later than seventy-five days (75) days after Preliminary Approval.

22. Settlement Class Members shall have until ninety (90) days after Preliminary Approval to submit Claim Forms. Claim Forms must be postmarked by that date to be considered timely.

23. If the Settlement fails to become effective in accordance with its terms, or if the Final Judgment is not entered or is reversed or vacated on appeal, this Order shall be null and void,

the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

24. The fact and terms of this Order or the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order or the Settlement, and any act performed or document signed in connection with this Order or the Settlement, shall not, in this or any other Court, administrative agency, arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed to create any inference (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of Defendant to Plaintiffs, the Settlement Class, or anyone else, (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Action, (iv) of any damages or absence of damages suffered by Plaintiffs, the Settlement Class, or anyone else, or (v) that any benefits obtained by the Settlement Class under the Settlement represent the amount that could or would have been recovered from Defendant in this Action if it were not settled at this time. The fact and terms of this Order or the Settlement, and all negotiations, discussions, drafts, and proceedings associated with this Order or the Settlement, including the judgment and the release of the Released Claims provided for in the Settlement Agreement, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the terms of this Order, the Final Judgment, and/or the Settlement.

25. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

26. Pending further order of the Court, this Action, except for the actions taken as outlined in the Settlement Agreement, is hereby STAYED.

IT IS SO ORDERED on this ____________ day of ___________________, 2026.

____
HONORABLE KATHERINE POLK FAILLA
UNITED STATES DISTRICT JUDGE

EXHIBIT 2

Class Action Administration

DATA

Headquarters
600 A.B. Data Drive
Milwaukee, WI 53217
P: 866-217-4470
F: 414-961-3099

New York
One Battery Park Plaza
32nd Floor
New York, NY 10004
P: 646-290-9137

Washington DC
915 15th St., NW, Ste. 300
Washington, DC 20005
P: 202-618-2900
F: 202-462-2085

Florida
5080 PGA Boulevard, Ste. 209
Palm Beach Gardens, FL 33418
P: 561-336-1801
F: 561-252-7720

Israel
19 Weissburg Street
Tel Aviv 69358
Israel
P: +972 (3) 720-8782

London
71-75 Shelton Street
Covent Garden
London, WC2H 9JQ
P: +44 20 4586 1892

CAPABILITIES

About A.B. Data

Founded in 1981, **A.B. Data has earned a reputation** for expertly managing the complexities of class action administration in consumer, antitrust, securities, Securities and Exchange Commission (SEC) enforcement actions, and ERISA, Attorneys General, employment, civil rights, insurance, environmental, wage and hour, and other class action cases. **A.B. Data's work in all aspects of class action administration** has been perfected by decades of experience in hundreds of class action cases involving billions of dollars in total settlements. Dedicated professionals deliver **A.B. Data's all-inclusive services,** working in partnership with its clients to administer their class action cases effectively, efficiently, and affordably, regardless of size or scope.

A.B. Data offers unmatched resources and capacity and is capable of expertly administering any class action notice, settlement, and/or fund administration. Whether notifying millions of class members in the United States or throughout the world, processing millions of claims, distributing payments digitally via A.B. Data's Digital PayPortal℠, or printing and distributing millions of checks, **A.B. Data matches its talent and technology** to the specific needs of its clients, delivering unparalleled service on time and on budget without ever compromising quality.

Location, Ownership Structure

A.B. Data is an independently owned, more than 40-year-old, Milwaukee, Wisconsin-based company that prides itself on its vast expertise and industry-leading innovations. We like to remind our clients and partners that we're not just a class action administration company, but a group of experienced, dedicated professionals who believe that relationships are just as important as the accurate and timely management of class action administrations. In other words, we are people who do business with people.

Services

Every A.B. Data client is deserving of the best job we can put forward. A.B. Data makes class action administration easy for our clients with clarity, convenience, and efficiency. Our priority is to navigate the intricacies of our clients' matters and deliver successful results by using our solid expertise, advanced technology, and top-quality products and services. We pay attention to the details and get it right the first time.

We aim to provide our clients the full experience of a truly collaborative working relationship. It is why we believe much of our success originates from our philosophy of "people doing business with people."

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Services

All Digital — From Notice to Distribution

A.B. Data is uniquely positioned to design, implement, and maintain notice and settlement administration programs using an innovative, "all-digital" approach that replaces the more traditional and less efficient methods of administration, such as newspaper ads, mailed notices, and paper checks. Many of our recent proposed notice plans and claim programs utilize the latest technologies such as microtargeted digital ads for notice, streamlined online claims, and distributing settlement funds electronically using a digital paywall. These methods provide significant cost savings, are consistent with the amendments to Rule 23 that are now in effect, and importantly provide much-needed alignment of class action notice and administration with current consumer behaviors.

Pre-Settlement Consultation

The pre-settlement consultation is a collaborative session designed to help A.B. Data clients prepare a stronger case. Our support teams simplify the task of sorting through a maze of documents during investigation and discovery, streamlining the process and preserving fund assets. From there, we assist with fully interactive media packages for court presentations and settlement negotiations. A.B. Data works closely with our clients, offering expert testimony on documents, processing, class and notice manageability, and proposed plans of allocation.

Media Services

A.B. Data continues to earn our reputation as the early innovator in integrating advanced micro-targeting techniques, including contextual targeting, behavioral targeting, and predictive modeling. Coupled with inventive digital media strategies to drive claims, case-specific banner ad development, class member research, and comScore analysis services, our multi-tiered media programs are designed to cost-effectively deliver notice to potential class members and increase claims rates.

Notice Administration

In A.B. Data, clients have a comprehensive resource with a depth of experience in direct notice. Our compliance and understanding of Rule 23 of the Federal Rules of Civil Procedure are crucial in meeting the "plain language" legal requirements for any campaign. From our sophisticated digital media capabilities and extensive global experience with class member research, our experts create notice documents that are easily understandable and cost-efficient to produce. We consult with our clients to deliver notice documents from multi-page, mailed, or emailed notice packets to concise postcards that establish the most influential and cost-effective means of communicating with potential claimants.

Claims Processing

A.B. Data continues to bring game-changing technologies to improve the speed and precision in claims processing. Our robust system for online claims submissions allows us to meticulously verify data and documentation, preserve and authenticate claims, and calculate and verify settlement amounts. In addition, our data network infrastructure includes on-site data storage, backup, contingency plans, and security for electronic and hard copy claim filings. It is all part of a total commitment to be the most innovative and comprehensive resource in the industry. At A.B. Data, we take pride in having the in-house capacity to process millions of pages, as well as the organizational integrity to treat every claim as if it were the only one.

Contact Center

A.B. Data's Contact Center is comprised of a full staff that is trained on and equipped with online and telecommunication systems to monitor and connect with class members. Associates routinely monitor class member communication for all class action administrations, including antitrust, consumer, and securities.

Utilizing monitoring software, associates watch multiple social media channels simultaneously, allowing for instantaneous routing of inquiries and interaction with claimants. Detailed and concise analytical reports outlining Contact Center activities are always provided.

Our Contact Center and case websites are capable of handling millions of class member engagements, as recently displayed in a campaign which garnered over 1.2 million website visits in two months and had more than 72,500 Facebook engagements. Facebook comments and threads are monitored and claimants are guided to the website for more information. Google AdWords and display advertising have also brought hundreds of thousands of visitors to various case websites.

A.B. Data's Contact Center also has Spanish language associates in-house and we can accommodate any language, given proper lead time. Traditional call center facilities are also available, if needed.

Case Websites

We offer a state-of-the-art technology platform that supports every step of our class action administration process. Our expert marketing professionals design customized case-specific websites that provide potential class members easy access to case information, critical documents, important deadlines, as well as the capability to file claim forms and register for future mailings about the case. Claimants can use the website to elect to receive their settlement payments by mail or by one of several digital payment options, all accessible by mobile devices.

Settlement Fund Distribution

From complete escrow services to establishment of qualified settlement funds, check printing and mailing, electronic cash or stock distribution and tax services, A.B. Data has always provided a full-service solution to Settlement Fund Distribution. Our IT team has decades of experience in developing and implementing fast, secure databases and claims administration systems that ensure class members receive the correct amount in their settlement disbursement. Today's digital capabilities allow even greater convenience for class members. In certain instances, claimants can now elect to instantaneously receive settlement payments through popular digital-payment options, such as PayPal, Amazon, and virtual debit cards.

A.B. Data's Leadership

A.B. Data's administration team is composed of the following key executives, who collectively have decades of experience settling and administering class actions:

Bruce A. Arbit, Co-Managing Director and one of the founders of the A.B. Data Group, serves as Chairman of the Board and oversees the day-to-day operations of the A.B. Data Group of companies, employing almost 400 people in the United States and Israel. Mr. Arbit is also Chairman of the Board of Integrated Mail Industries, Ltd. and has served as a member of the Board of Directors of University National Bank and State Financial Bank. He is the past Chairman of Asset Development Group, Inc., Home Source One, and American Deposit Management and is a member of the National Direct Marketing Association, the Direct Marketing Fundraising Association, and the American Association of Political Consultants. He was named 1996 Direct Marketer of the Year by the Wisconsin Direct Marketing Association.

A.B. Data's work in class action litigation support began with the Court selecting A.B. Data to oversee the restitution effort in the now-famous Swiss Banks Class Action Case, the International Commission on Holocaust Era Insurance Claims, and every other Holocaust Era Asset Restitution program, in which it was the company's job to identify, contact, and inform survivors of the Holocaust. A.B. Data delivered by reaching out to millions of people in 109 countries who spoke more than 30 languages. Since those days, Mr. Arbit has guided the class action division through phenomenal growth and success. Today, A.B. Data manages hundreds of administrations annually that distributes billions of dollars to class members.

Thomas R. Glenn, President, Mr. Glenn's management of A.B. Data's Class Action Administration Company includes designing and implementing notice plans and settlement administration programs for antitrust, securities, and Securities and Exchange Commission settlements and SEC disgorgement fund distributions, as well as consumer, employment, insurance, and civil rights class actions. Mr. Glenn previously served as Executive Vice President at Rust Consulting and has more than 30 years of executive leadership experience.

Eric Miller, Senior Vice President, as a key member of A.B. Data's Class Action Administration Leadership Team, oversees the Case Management Department and supervises the operations and procedures of all of A.B. Data's class action administration cases. Mr. Miller is recognized in the class action administration industry as an expert on securities, SEC, consumer, product recall, product liability, general antitrust, pharmaceutical antitrust, and futures contract settlements, to name a few settlement types. Prior to joining A.B. Data, Mr. Miller served as the Client Service Director for Rust Consulting, responsible there for its securities practice area. He has more than 20 years of operations, project management, quality assurance, and training experience in the class action administration industry. In addition, Mr. Miller manages A.B. Data's office in Palm Beach Gardens, Florida.

Justin Parks, Senior Vice President, is a member of A.B. Data's Class Action Administration Leadership Team. Mr. Parks brings extensive experience in client relations to A.B. Data's business development team. Mr. Parks has over 15 years of experience in the legal settlement administration services industry and has successfully managed and consulted on notice plans and other administrative aspects in hundreds of cases. Mr. Parks is uniquely experienced in Data Privacy matters, having consulted with clients on numerous matters stemming from data breaches as well as violations of the Illinois Biometric Information Privacy Act (BIPA), including some of the first ever Biometric Privacy related settlements in history. Mr. Parks' knowledge and understanding of the class action industry, as well as his client relationship skills, expand A.B. Data's capacity to achieve its business development and marketing goals effectively.

Elaine Pang, Vice President, Media, oversees the Media Department and is responsible for the direction, development, and implementation of media notice plans for A.B. Data's clients. Ms. Pang brings more than 15 years of experience in developing and implementing multifaceted digital and traditional media for high profile complex legal notice programs. She uses her experience in class actions and advertising to provide the best practicable notice plans for large scale campaigns across domestic and international regions, and she leverages her expertise to better understand the evolving media landscape and utilize cutting-edge technology and measurement tools. Prior to entering the class action industry, Ms. Pang worked with many leading reputable brands, including General Mills, Air Wick, Jet-Dry, Comedy Central, Madison Square Garden, Radio City Music Hall, and Geox. She earned her MBA from Strayer University and holds a BS in Marketing from Pennsylvania State University. Ms. Pang's credentials include Hootsuite Social Marketing Certification, Google Adwords and Analytics Certification, and IAB Digital Media Buying and Planning Certification.

Paul Sauberer, Vice President of Quality, is responsible for overseeing quality assurance and process management, working diligently to mitigate risk, ensure exceptional quality control, and develop seamless calculation programming. Mr. Sauberer brings more than 20 years of experience as a quality assurance specialist with a leading claims-processing company where he developed extensive knowledge in securities class action administration. He is recognized as the class action administration industry's leading expert on claims and settlement administrations of futures contracts class actions.

Steve Straub, Vice President, Operations, started with A.B. Data in 2012 as a Claims Administrator. He moved through the ranks within the company where he spent the past five years as Senior Project Manager managing many of the complex commodities cases such as *In re LIBOR-Based Financial Instruments Antitrust Litigation*, *In re London Silver Fixing, Ltd. Antitrust Litigation*, and *Laydon v. Mizuho Bank, Ltd., et al*. Mr. Straub's performance in these roles over the past ten years, along with his comprehensive knowledge of company and industry practices and first-person experience leading the project management team, has proven him an invaluable member of the A.B. Data team.

In his role as Vice President of Operations, his responsibilities include developing efficiencies within the operations center, which includes mailroom, call center, and claims processing areas. His areas of expertise include business process development, strategic/tactical operations planning and implementation, risk analysis, budgeting, business expansion, growth planning and implementation, cost reduction, and profit, change, and project management. Mr. Straub is well-versed in the administration of securities, consumer, and antitrust class action settlements. He earned his Juris Doctor degree from Seton Hall University School of Law in Newark, New Jersey.

Jack Ewashko, Director of Client Services, brings twenty years of industry and brokerage experience to his role with A.B. Data. He is an accomplished client manager adept at facilitating proactive communications between internal and outside parties to ensure accurate and timely deliverables. Mr. Ewashko previously held positions at two claim administration firms where he oversaw the securities administration teams and actively managed numerous high-profile matters, including the $2.3 billion foreign exchange litigation. He notably served as Vice President, FX and Futures Operations at Millennium Management, a prominent global alternative investment management firm. As he progressed through trading, analytic, management, and consultancy roles at major banks and brokerage firms, Mr. Ewashko gained hands-on experience with vanilla and exotic securities products, including FX, commodities, mutual funds, derivatives, OTC, futures, options, credit, debt, and equities products. In the financial sector, he also worked closely with compliance and legal teams to ensure accuracy and conformity with all relevant rules and regulations regarding the marketing and sale of products, as well as the execution and processing of trades. He has held Series 4, Series 6, Series 7, and Series 63 licenses, and has been a member of the Futures Industry Association (FIA) and Financial Industry Regulatory Authority (FINRA). Mr. Ewashko earned his Bachelor of Business Administration from Long Island University, Brooklyn, New York.

Brian Devery, Director of Client Services, brings more than a decade of experience in class action administration and project management, as well as over two decades of experience as an attorney (ret.). Mr. Devery currently focuses on consumer, antitrust, employment, and other non-securities based administrations. In addition to driving project administration, he is focused on the implementation of process improvement, streamlining, and automation. Mr. Devery is admitted to practice law in State and Federal Courts of New York with his Juris Doctorate earned from the Maurice A. Deane School of Law at Hofstra University, Hempstead, New York.

Adam Walter, PMP, Director of Client Services, has nearly fifteen years of experience managing the administration of securities class action settlements and SEC disgorgements totaling more than $4 billion. He has managed settlement programs in engagements involving some of the largest securities class action settlements and is a key contributor to the development of administration strategies that meet the evolving needs of our clients. His responsibilities include developing case administration strategies to ensure that all client and court requirements and objectives are met, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to class counsel, overseeing notice dissemination programs, implementing complex claims-processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Walter holds a bachelor's degree in business administration from Florida Atlantic University, Boca Raton, Florida. He also has been an active member of the Project Management Institute since 2010 and is PMP®-certified.

Eric Nordskog, Director of Client Services, started with A.B. Data in 2012 on the operations team, managing dozens of team leads and claims administrators in the administration of legal cases and actions. In 2017, Mr. Nordskog was promoted to Project Manager, due in part to his proven ability to add consistency and efficiency to the e-claim filing process with new streamlined processes and audit practices. Today, as Senior Project Manager, he directs many of A.B. Data's securities, insurance, and consumer cases. He regularly oversees the administration of large insurance cases, such as two recent Cigna Insurance matters that involved complex calculations and over one million class members each. He is also the primary hiring and training manager for new project managers and coordinators. Mr. Nordskog earned his Juris Doctor degree from Marquette University Law School, Milwaukee, in 2001.

Eric Schultz, MCSE, Information Technology Manager and Security Team Chairperson, has been with A.B. Data for more than 19 years, and is currently responsible for overseeing all information technology areas for all A.B. Data divisions across the United States and abroad, including network infrastructure and architecture, IT operations, data security, disaster recovery, and all physical, logical, data, and information systems security reviews and audits required by our clients or otherwise. As a Microsoft Certified Systems Engineer (MCSE) with more than 25 years of experience in information technology systems and solutions, Mr. Schultz has developed specializations in network security, infrastructure, design/architecture, telephony, and high-availability network systems.

Secure Environment

A.B. Data's facilities provide the highest level of security and customization of security procedures, including:

- A Secure Sockets Layer server
- Video monitoring
- Limited physical access to production facilities
- Lockdown mode when checks are printed
- Background checks of key employees completed prior to hire
- Frequency of police patrol – every two hours, with response time of five or fewer minutes
- Disaster recovery plan available upon request

Data Security

A.B. Data is committed to protecting the confidentiality, integrity, and availability of personal identifying information and other information it collects from our clients, investors, and class members and requires that its employees, subcontractors, consultants, service providers, and other persons and entities it retains to assist in distributions do the same. A.B. Data has developed an Information Security Policy, a suite of policies and procedures intended to cover all information security issues and bases for A.B. Data, and all of its divisions, departments, employees, vendors, and clients. A.B. Data has also recently taken the necessary, affirmative steps toward compliance with the EU's General Data Protection Regulation and the California Consumer Privacy Act.

A.B. Data has a number of high-profile clients, including the Securities and Exchange Commission (SEC), the United States Department of Justice, the Attorneys General of nearly all 50 states, other agencies of the United States government, and the Government of Israel, as well as direct banking and payment services companies with some of the most recognized brands in United States financial services and some of the largest credit card issuers in the world.

We are therefore frequently subjected to physical, logical, data, and information systems security reviews and audits. We have been compliant with our clients' security standards and have also been determined to be compliant with ISO/IEC 27001/2 and Payment Card Industry (PCI) data-security standards, the Gramm-Leach-Bliley Act (GLB) of 1999, the National Association of Insurance Commissioners (NAIC) Regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Government of Israel has determined that A.B. Data is compliant with its rigorous security standards in connection with its work on Project HEART (Holocaust Era Asset Restitution Taskforce).

A.B. Data's fund distribution team has been audited by EisnerAmper LLP and was found compliant with class action industry standards and within 99% accuracy. EisnerAmper LLP is a full-service advisory and accounting firm and is ranked the 15th-largest accounting firm in the United States.

In addition, as part of PCI compliance requirements, A.B. Data has multiple network scans and audits from third-party companies, such as SecurityMetrics and 403 Labs, and is determined to be compliant with each of them.

Fraud Prevention and Detection

A.B. Data is at the forefront of class action fraud prevention.

A.B. Data maintains and utilizes comprehensive proprietary databases and procedures to detect fraud and prevent payment of allegedly fraudulent claims.

We review and analyze various filing patterns across all existing cases and claims. Potential fraudulent filers are reported to our clients as well as to the appropriate governmental agencies where applicable.

Representative Class Action Engagements

A.B. Data and/or its team members have successfully administered hundreds of class actions, including many major cases. Listed below are just some of the most representative or recent engagements.

Consumer & Antitrust Cases

- *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*
- *In re Broiler Chicken Antitrust Litigation - Commercial (Indirect)*
- *In re Broiler Chicken Antitrust Litigation – Indirect*
- *In re Broiler Chicken Antitrust Litigation – Direct*
- *In re Pork Antitrust Litigation – Directs*
- *In re Pork Antitrust Litigation – Indirects*
- *Peter Staley, et al. v. Gilead Sciences, Inc., et al.*
- *In re: Opana ER Antitrust Litigation*
- *In re Ranbaxy Generic Drug Application Antitrust Litigation*
- *In re Valeant Pharmaceuticals Int'l, Inc. Third-Party Payor Litigation*
- *Staley, et al., v. Gilead Sciences*
- *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation – Direct Purchasers*
- *Beef Direct Purchaser Antitrust Litigation*
- *BCBSM, Inc. v. Vyera Pharmaceuticals, et al.* (Daraprim)
- *In re Automobile Antitrust Cases I and II*
- *Olean Wholesale Grocery Cooperative, Inc., et al. v. Agri Stats, Inc., et al.* (Turkey)

- *Integrated Orthopedics, Inc., et al. v. UnitedHealth Group, et al.*
- *In Re: Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*
- *Vista Healthplan, Inc., et al. v. Cephalon, Inc., et al.* (Provigil)
- *Jeffrey Koenig, et al. v. Vizio, Inc.*
- *Wit, et al. v. United Behavioral Health*
- *Weiss, et al. v. SunPower Corporation*
- *Smith, et al. v. FirstEnergy Corp., et al.*
- *Resendez, et al. v. Precision Castparts Corp. and PCC Structurals, Inc.*
- *Julian, et al. v. TTE Technology, Inc., dba TCL North America*
- *Eugenio and Rosa Contreras v. Nationstar Mortgage LLC*
- *Phil Shin, et al. v. Plantronics, Inc.*
- *In re: Qualcomm Antitrust Litigation*
- *In re Resistors Antitrust Litigation*
- *The Hospital Authority of Metropolitan Government of Nashville and Davidson County, Tennessee v. Momenta Pharmaceuticals, Inc. and Sandoz Inc.* ("Lovenox Antitrust Matter")
- *William Kivett, et al. v. Flagstar Bank, FSB, and DOES 1-100, inclusive*
- *Adelphia, Inc. v. Heritage-Crystal Clean, Inc.*
- *LLE One, LLC, et al. v. Facebook, Inc.*
- *Bach Enterprises, Inc., et al. v. Advanced Disposal Services South, Inc., et al.*
- *JWG Inc., et al. v. Advanced Disposal Services Jacksonville, L.L.C., et al.*
- *State of Washington v. Motel 6 Operating L.P. and G6 Hospitality LLC*
- *In re GSE Bonds Antitrust Litigation*
- *Wave Lengths Hair Salons of Florida, Inc., et al. v. CBL & Associates Properties, Inc., et al.*
- *In re Loestrin 24 FE Antitrust Litigation*
- *Office of the Attorney General, Department of Legal Affairs, State of Florida v. Pultegroup, Inc. and Pulte Home Company, LLC*
- *In re Cigna-American Specialties Health Administration Fee Litigation*
- *In re: Intuniv Antitrust Litigation*
- *High Street, et al. v. Cigna Corporation, et al.*
- *Gordon Fair, et al. v. The Archdiocese of San Francisco, San Mateo, and Marin County*
- *Bizzarro, et al. v. Ocean County Department of Corrections, et al.*
- *Meeker, et al. v. Bullseye Glass Co.*
- *MSPA Claims 1, LLC v. Ocean Harbor Casualty Insurance Company*
- *Tennille v. Western Union Company - Arizona*
- *Garner, et al. v. Atherotech Holdings, Inc.* and *Garner, et al. v. Behrman Brothers IV, LLC, et al.*
- *Robinson, et al. v. Escallate, LLC*
- *Josefina Valle and Wilfredo Valle, et al. v. Popular Community Bank f/k/a Banco Popular North America*
- *Vision Construction Ent., Inc. v. Waste Pro USA, Inc. and Waste Pro USA, Inc. and Waste Pro of Florida, Inc.*
- *Plumley v. Erickson Retirement Communities, et al.*
- *In re London Silver Fixing, Ltd. Antitrust Litigation*
- *Ploss v. Kraft Foods Group, Inc. and Mondelēz Global LLC*
- *In re Mexican Government Bonds Antitrust Litigation*
- *In re Ready-Mixed Concrete Antitrust Litigation*
- *In re: Marine Hose Antitrust Litigation*
- *Iowa Ready Mixed Concrete Antitrust Litigation*
- *In re Potash Antitrust Litigation (II)*
- *In re Evanston Northwestern Healthcare Corp. Antitrust Litigation*
- *In re Polyurethane Foam Antitrust Litigation*

- *In re LIBOR-Based Financial Instruments Antitrust Litigation*
- *In re Lorazepam and Clorazepate Antitrust Litigation*
- *In re Cardizem CD Antitrust Litigation*
- *Vista Healthplan, Inc., and Ramona Sakiestewa v. Bristol-Myers Squibb Co., and American BioScience, Inc.*
- *In re Lupron Marketing and Sales Practices Litigation*
- *In re Terazosin Hydrochloride Antitrust Litigation*
- *In re Warfarin Sodium Antitrust Litigation*
- *Rosemarie Ryan House, et al. v. GlaxoSmithKline PLC and SmithKline Beecham Corporation*
- *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*
- *New Mexico United Food and Commercial Workers Union's and Employers' Health and Welfare Trust Fund, et al. v. Purdue Pharma L.P.*
- *In Re Pharmaceutical Industry Average Wholesale Price Litigation*
- *Alma Simonet, et al. v. SmithKline Beecham Corporation, d/b/a GlaxoSmithKline*
- *In re Relafen Antitrust Litigation*
- *In Re Remeron Direct Purchaser Antitrust Litigation*
- *In re TriCor Indirect Purchasers Antitrust Litigation*
- *Nichols, et al., v. SmithKline Beecham Corporation*
- *In re: DDAVP Indirect Purchaser Antitrust Litigation*

Securities Cases

- *Plymouth County Retirement Association v. Spectrum Brands Holdings, Inc., et al.*
- *Tung, et al. v. Dycom Industries, Inc., et al.*
- *Boutchard., et al. v. Gandhi, et al.* ("Tower/e-Minis")
- *MAZ Partners LP v. First Choice Healthcare Solutions, Inc.*
- *SEB Investment Management AB, et al. v. Symantec Corporation, et al.*
- *In re Impinj, Inc. Securities Litigation*
- *In re Netshoes Securities Litigation*
- *Yellowdog Partners, LP, et al. v. Curo Group Holdings Corp., et al.*
- *In re Brightview Holdings, Inc. Securities Litigation*
- *In re Obalon Therapeutics, Inc. Securities Litigation*
- *In re Willis Towers Watson PLC Proxy Litigation*
- *In re Blue Apron Holdings, Inc. Securities Litigation*
- *In re: Qudian Inc. Securities Litigation*
- *Plymouth County Contributory Retirement System v. Adamas Pharmaceuticals, et al.*
- *In re Perrigo Company PLC Securities Litigation*
- *Enriquez, et al. v. Nabriva Therapeutics PLC, et al.*
- *Teamsters Local 456 Pension Fund, et al. v. Universal Health Services, Inc., et al.*
- *Olenik, et al. v. Earthstone Energy, Inc.*
- *Shenk v. Mallinckrodt plc, et al.*
- *In re The Allstate Corp. Securities Litigation*
- *Christopher Vataj v. William D. Johnson, et al.* (PG&E Securities II)
- *Kirkland v. WideOpenWest, Inc.*
- *Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc.*
- *In re Uxin Limited Securities Litigation*
- *City of Hallandale Beach Police Officers' & Firefighters' Personnel Retirement Trust v. Ergen, et al.* (Echostar)
- *Lewis v. YRC Worldwide Inc., et al.*
- *Tomaszewski v. Trevena, Inc., et al.*

- *In re Restoration Robotics, Inc. Securities Litigation*
- *Public Employees' Retirement Systems of Mississippi, et al. v. Treehouse Foods, Inc., et al.*
- *Ronald L. Jackson v. Microchip Technology, Inc., et al.*
- *In re Micro Focus International plc Securities Litigation*
- *In re Dynagas LNG Partners LP Securities Litigation*
- *Weiss, et al. v. Burke, et al.* (Nutraceutical)
- *Yaron v. Intersect ENT, Inc., et al.*
- *Utah Retirement Systems v. Healthcare Services Group, Inc., et al.*
- *In re PPDAI Group Inc. Securities Litigation*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *In re Aqua Metals, Inc. Securities Litigation*
- *St. Lucie County Fire District Firefighters' Pension Trust Fund v. Southwestern Energy Company*
- *In re CPI Card Group Inc. Securities Litigation*
- *Arkansas Teacher Retirement System, et al. v. Alon USA Energy, Inc., et al.*
- *In re TAL Education Group Securities Litigation*
- *GCI Liberty Stockholder Litigation*
- *In re SciPlay Corporation Securities Litigation*
- *In re Allergan Generic Drug Pricing Securities Litigation*
- *In re Vivint Solar, Inc. Securities Litigation*
- *In re YayYo Securities Litigation*
- *In re JPMorgan Treasury Futures Spoofing Litigation*
- *Searles, et al. v. Crestview Partners, LP, et al.* (Capital Bank)
- *In re Lyft, Inc. Securities Litigation*
- *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*
- *In re JPMorgan Precious Metals Spoofing Litigation*
- *In re Pivotal Software, Inc. Securities Litigation*
- *Longo, et al. v. OSI Systems, Inc., et al.*
- *In re Homefed Corporation Stockholder Litigation*
- *Pierrelouis v. Gogo Inc., et al.*
- *Pope v. Navient Corporation, et al.*
- *In re Merit Medical Systems, Inc. Securities Litigation*
- *In re Frontier Communications Corporation Stockholder Litigation*
- *Holwill v. AbbVie Inc.*
- *Budicak, Inc., et al. v. Lansing Trade Group, LLC, et al.* (SRW Wheat Futures)
- *Yannes, et al. v. SCWorx Corporation*
- *In re Fannie Mae/Freddie Mac Senior Preferred Stock Purchase Agreement Class Action Litigations*
- *In re Myriad Genetics, Inc. Securities Litigation*
- *In re Chicago Bridge & Iron Co. N.V. Securities Litigation*
- *The Arbitrage Fund, et al. v. William Petty, et al.* (Exactech)
- *In re Columbia Pipeline Group, Inc. Merger Litigation*
- *Martinek v. AmTrust Financial Services, Inc.*
- *City of Pittsburgh Comprehensive Municipal Pension Trust Fund, et al. v. Benefitfocus, Inc., et al.*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *Laydon v. Mizuho Bank, Ltd., et al.*
- *Lomingkit, et al. v. Apollo Education Group, Inc., et al.*
- *In re Caraco Pharmaceutical Laboratories, Ltd. Shareholder Litigation*
- *Norfolk County Retirement System, et al. v. Community Health Systems, Inc., et al.*
- *Chester County Employees' Retirement Fund v. KCG Holdings, Inc., et al.*
- *Oklahoma Law Enforcement Retirement System, et al. v. Adeptus Health Inc., et al.*
- *Di Donato v. Insys Therapeutics, Inc., et al.*

- *Lundgren-Wiedinmyer, et al. v. LJM Partners, Ltd, et al.*
- *Martin, et al. v. Altisource Residential Corporation, et al.*
- *Stephen Appel, et al. v. Apollo Management, et al.*
- *In re Medley Capital Corporation Stockholder Litigation*
- *Forman, et al. v. Meridian BioScience, Inc., et al.*
- *Public Employees' Retirement System of Mississippi, et al. v. Endo International PLC, et al.*
- *In Re Flowers Foods, Inc. Securities Litigation*
- *Jiangchen, et al. v. Rentech, Inc., et al.*
- *In re Liberty Tax, Inc. Stockholder Litigation*
- *In re RH, Inc. Securities Litigation*
- *Lazan v. Quantum Corporation, et al.*
- *Nabhan v. Quantum Corporation, et al.*
- *Edmund Murphy III, et al. v. JBS S.A.*
- *Public Employees' Retirement System of Mississippi, et al. v. Sprouts Farmers Market, Inc., et al.*
- *In re Starz Stockholder Litigation*
- *Judith Godinez, et al. v. Alere Inc., et al.*
- *Rahman and Giovagnoli, et al. v. GlobalSCAPE, Inc., et al.*
- *Arthur Kaye, et al. v. ImmunoCellular Therapeutics, Ltd., et al.*
- *In re CPI Card Group Inc. Securities Litigation*
- *Daniel Aude, et al. v. Kobe Steel, Ltd., et al.*
- *In re Quality Systems, Inc. Securities Litigation*
- *Cooper, et al. v. Thoratec Corporation, et al.*
- *Washtenaw County Employees' Retirement System, et al. v. Walgreen Co., et al.*
- *Elkin v. Walter Investment Management Corp., et al.*
- *In Re CytRx Corporation Securities Litigation*
- *Ranjit Singh, et al. v. 21Vianet Group, Inc., et al.*
- *In re PTC Therapeutics, Inc. Securities Litigation*
- *Securities and Exchange Commission v. Mark A. Jones*
- *In re Sequans Communications S.A. Securities Litigation*
- *In re Henry Schein, Inc. Securities Litigation*
- *Ronge, et al. v. Camping World Holdings, Inc., et al.*
- *Oklahoma Firefighters Pension & Retirement System v. Lexmark International, Inc.*
- *Christakis Vrakas, et al. v. United States Steel Corporation, et al.*
- *Emerson et al. v. Mutual Fund Series Trust, et al.* ("Catalyst")
- *In re Fannie Mae 2008 Securities Litigation*
- *In re Anadarko Petroleum Corporation Class Action Litigation*
- *Ge Dandong, et al., v. Pinnacle Performance Limited, et al.*
- *In Re: Rough Rice Commodity Litigation*
- *Xuechen Yang v. Focus Media Holding Limited et al.*
- *In re Massey Energy Co. Securities Litigation*
- *In re Swisher Hygiene, Inc.*
- *The City of Providence vs. Aeropostale, Inc., et al.*
- *In re Metrologic Instruments, Inc. Shareholders Litigation*
- *Public Pension Fund Group v. KV Pharmaceutical Company et al.*
- *Pension Trust Fund for Operating Engineers, et al. v. Assisted Living Concepts, Inc., et al.*
- *In re Lehman Brothers Equity/Debt Securities Litigation*
- *In re: Platinum and Palladium Commodities Litigation* (Platinum/Palladium Physical Action)
- *In re: Platinum and Palladium Commodities Litigation* (Platinum/Palladium Futures Action)
- *In re General Electric Co. Securities Litigation*
- *In re CNX Gas Corporation Shareholders Litigation*

- *Oscar S. Wyatt, Jr. et al. v. El Paso Corporation, et al.*
- *In re Par Pharmaceutical Securities Litigation*
- *In re Par Pharmaceutical Companies, Inc. Shareholders Litigation*
- *In re Delphi Financial Group Shareholders Litigation*
- *In re SLM Corporation Securities Litigation*
- *In re Del Monte Foods Company Shareholder Litigation*
- *Leslie Niederklein v. PCS Edventures!.com, Inc. and Anthony A. Maher*
- *In re Beckman Coulter, Inc. Securities Litigation*
- *Michael Rubin v. MF Global, Ltd., et al.*
- *Allen Zametkin v. Fidelity Management & Research Company, et al.*
- *In re BP Prudhoe Bay Royalty Trust Securities Litigation*
- *Police and Fire Retirement System of the City of Detroit et al. v. SafeNet, Inc., et al.*
- *In re Limelight Networks, Inc. Securities Litigation*
- *In re Gilead Sciences Securities Litigation*
- *In re ACS Shareholder Litigation, Consolidated C.A. No. 4940-VCP*
- *Lance Provo v. China Organic Agriculture, Inc., et al.*
- *In re LDK Solar Securities Litigation*

Labor & Employment Cases

- *Verizon OFCCP Settlement*
- *Alvarez, et al. v. GEO Secure Services, LLC*
- *Sartena v. Meltwater FLSA*
- *Carmen Alvarez, et al. v. Chipotle Mexican Grill, Inc., et al.*
- *Turner, et al. v. Chipotle Mexican Grill, Inc.*
- *Long, et al. v. Southeastern Pennsylvania Transportation Authority*
- *Matheson, et al. v. TD Bank, N.A.*
- *Ludwig, et al. v. General Dynamics Information Technology, Inc., et al.*
- *Bedel, et al. v. Liberty Mutual Group Inc.*
- *Irene Parry, et al. v. Farmers Insurance Exchange, et al.*
- *Maldonado v. The GEO Group, Inc.*
- *Alderman and Maxey v. ADT, LLC*
- *Albaceet v. Dick's Sporting Goods*
- *Rodriguez v. The Procter & Gamble Company*
- *Adekunle, et al. v. Big Bang Enterprises, Inc. d/b/a The Revenue Optimization Companies*
- *Gorski, et al. v. Wireless Vision, LLC*
- *Lopez, et al. v. New York Community Bank, et al.*
- *Hamilton, et al. v. The Vail Corporation, et al.*
- *Eisenman v. The Ayco Company L.P.*
- *Matheson v. TD Bank, N.A.*
- *Simon v. R.W. Express LLC, d/b/a Go Airlink NYC*
- *Perez v. Mexican Hospitality Operator LLC, d/b/a Cosme*
- *Shanahan v. KeyBank, N.A.*
- *Loftin v. SunTrust Bank*
- *Alvarez v. GEO Secure Services, LLC*
- *Weisgarber v. North American Dental Group, LLC*
- *Talisa Borders, et al. v. Wal-mart Stores, Inc.*
- *Reale v. McClain Sonics Inc., et al.*
- *Larita Finisterre and Songhai Woodard, et al. v. Global Contact Services, LLC*
- *Adebisi Bello v. The Parc at Joliet*

- *Garcia, et al. v. Vertical Screen, Inc.*
- *Brook Lemma and Matthieu Hubert, et al. v. 103W77 Partners LLC, et al.* ("Dovetail Settlement")
- *American Federation of Government Employees, Local 1145 v. Federal Bureau of Prisons, U.S. Penitentiary, Atlanta, Georgia*
- *Lisa Ferguson, Octavia Brown, et al. v. Matthew G. Whitaker, Acting AG, DOJ Bureau of Prisons ("USP Victorville")*
- *American Federation of Government Employees, Local 2001 v. Federal Bureau of Prisons, Federal Correctional Institution, Fort Dix, New Jersey*
- *American Federation of Government Employees, Local 506 v. U.S. Department of Justice, Federal Bureau of Prisons, U.S. Penitentiary Coleman II, Coleman, Florida*
- *Vargas v. Sterling Engineering*
- *Rosenbohm v. Verizon*
- *Alex Morgan, et al. v. United States Soccer Federation, Inc.*
- *Iskander Rasulev v. Good Care Agency, Inc.*
- *Kyndl Buzas, et al., v. Phillips 66 Company and DOES 1 through 10*
- *American Federation of Government Employees, Local 408 v. U.S. Dept. of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Butner, NC*
- *In re 2014 Avon Products, Inc. ERISA Litigation*
- *In re Eastman Kodak ERISA Litigation*
- *Taronica White, et al. v. Attorney General Loretta Lynch, Department of Justice*
- *Lisa Ferguson, et al. v. Acting Attorney General Matthew Whitaker, Department of Justice*
- *Melissa Compere v. Nusret Miami, LLC, et al.*
- *Abelar v. American Residential Services, L.L.C., Central District of California*
- *Flores, et al. v. Eagle Diner Corp., et al., Eastern District of Pennsylvania*
- *Michael Furman v. Godiva Chocolatier, Inc., 15th Judicial Circuit, Palm Beach County, Florida*
- *Finisterre et. al v. Global Contact Services, LLC, New York State Supreme Court, Kings County*
- *McGuire v. Intelident Solutions, LLC, et al., Middle District of Florida, Tampa Division*
- *Duran De Rodriguez, et al. v. Five Star Home Health Care Agency, Inc. et al., Eastern District of New York*

Data Breach/BIPA Cases

- *Hunter v. J.S.T. Corp. BIPA Settlement*
- *Atkinson, et al. v. Minted, Inc.*
- *Rosenbach, et al. v. Six Flags Entertainment Corporation and Great America LLC*
- *Pratz, et al. v. MOD Super Fast Pizza, LLC*
- *The State of Indiana v. Equifax Data Breach Settlement*
- *In re: Vizio, Inc. Consumer Privacy Litigation*
- *In re: Google, Inc. Street View Electronic Communications Litigation*
- *Devin Briggs and Bobby Watson, et al. v. Rhinoag, Inc.* ("Briggs Biometric Settlement")
- *Trost v. Pretium Packaging L.L.C.*
- *In re: Barr, et al. v. Drizly, LLC f/k/a Drizly, Inc., et al.*

Telephone Consumer Protection Act (TCPA) Cases

- *Perrong, et al. v. Orbit Energy & Power, LLC*
- *Baldwin, et al. v. Miracle-Ear, Inc.*
- *Floyd and Fabricant, et al. v. First Data Merchant Services LLC, et al.*
- *Hoffman, et al. v. Hearing Help Express, Inc., et al.*
- *Lowe and Kaiser, et al. v. CVS Pharmacy, Inc., et al.*
- *Johansen v. HomeAdvisor, Inc., et al.*

- *Charvat, et al. v. National Holdings Corporation*
- *Hopkins, et al. v. Modernize, Inc.*
- *Diana Mey vs. Frontier Communications Corporation*
- *Matthew Donaca v. Dish Network, L.L.C.*
- *Matthew Benzion and Theodore Glaser v. Vivint, Inc.*
- *John Lofton v. Verizon Wireless (VAW) LLC, et al.*
- *Lori Shamblin v. Obama for America, et al.*
- *Ellman v. Security Networks*

For More Information

For more detailed information regarding A.B. Data's experience, services, or personnel, please see our website at **www.abdataclassaction.com**.

EXHIBIT 3

HONIK
LLC

HONIK LLC

Firm Overview

About Us

Honik LLC is the culmination of more than 40 years of practicing law. A boutique litigation firm with a nationwide practice, Honik LLC specializes in class action, appellate and complex individual litigation in areas ranging from Antitrust Law, Consumer Protection, Pharmaceutical and other Product Litigation, Environmental and Mass Torts. Recognized as leaders in the field, Honik LLC attorneys have been Court appointed to leadership positions in some of the largest and most consequential MDLs in the United States.

Practice Areas

Consumer Class Action. People frequently purchase products or services which, unfortunately, turn out not to be what they were represented to be. And when aggrieved persons contact the manufacturer or seller, sometimes they will not do the right thing and make it right, leaving the consumer with no practical recourse.

Antitrust Litigation. Antitrust laws were enacted to protect U.S. consumers and businesses from anti-competitive and monopolistic conduct that threatens our free and open markets, the foundation of a vibrant economy. Fair competition is one thing, but unfair, predatory practices – such as competitors getting together to collectively raise prices, or a single large company artificially controlling supply and demand – are prohibited by the antitrust laws.

Honik LLC's lawyers have significant experience in representing consumers and businesses seeking to curb anti-competitive business practices. This includes collusive settlements or arrangements between competitors, price-fixing, monopolistic or monopsonistic practices.

Pharmaceutical Litigation. Companies that make and sell pharmaceutical drugs and medical devices must ensure that the products they sell are safe and effective. Every year, however, manufacturers release products that are not only harmful, but also dangerous. This results in hundreds, if not thousands, of people being harmed due to dangerous prescription drugs, over-the-counter medicines or supplements, and medical devices. At the same time these same manufacturers profit at people's expense.

Products Liability. When you purchase a product, you believe the manufacturer, distributor, and seller took steps to ensure it works safely and as intended. But that is not always the case. Preventable injuries and deaths occur each year as a result of defective products. Flaws in the design, manufacture, marketing, or warnings of a product can and should be deterred, and injuries from them should be avoided and are compensable. This includes defects or defective warnings associated with a number of products, including machinery, household items, vehicles, drugs and medical devices, and more.

Toxic Tort / Environmental Litigation. Releasing a toxic substance into the environment or workplace can expose thousands of innocent people to serious and potentially deadly medical conditions in a single incident. Exposure to hazardous chemicals and other toxins can arrive through the air, soil or water supply; it can occur in your home, workplace or neighborhood. Contamination can impact an individual, a family or an entire community. Honik LLC's lawyers have extensive experience in environmental and chemical exposure, including beryllium exposure, lead paint poisoning, sulfur dioxide and trioxide, and more.

Medical Malpractice. Medical professionals are held to a high standard of care. Sadly, the reality is that many doctors, nurses, and other healthcare providers fall short of these expectations, and their negligence injures the very patients they have a duty to protect. Nearly 200,000 people die each year due to preventable medical errors. This makes medical negligence the third leading cause of death in the United States. Honik LLC's lawyers have recovered millions of dollars for our clients. We have decades of experience representing medical malpractice victims against hospitals, surgeons, nursing homes, and other healthcare providers who have deviated from acceptable standards of care.

Personal Injury / Catastrophic. Honik LLC represents individuals and families in complex, catastrophic injury cases ranging from automobile and highway design cases, workplace and machine injuries, premises liability and construction accidents. Unsurpassed results in these cases have resulted in lawyer referrals of the most difficult and complex cases for decades.

Business Litigation. Businesses often find that larger rival or suppliers unfairly leverage their size and resources to economically harm them, and in turn their customers. This conduct ranges from abuse of a dominant market position to misleading product superiority or quality claims (e.g., Lanham Act violations) that give a rival an unfair advantage in the marketplace. Our lawyers are experienced in representing businesses, both big and small, against rivals who refuse to play fairly in the marketplace.

Attorneys

Ruben Honik. Ruben Honik immigrated to the United States more than 50 years ago speaking not a word of English. He became the first member of his family to attend college and, subsequently, to obtain a professional degree. In the four decades since earning his law degree, Mr. Honik has achieved an extraordinary record of professional accomplishment, including the accolades and recognition of many from the civil trial bar, without ever forgetting, or straying very far from, his immigrant and working-class roots.

In cases spanning from environmental disasters to insurance and financial services fraud, from civil rights to product design defects, and from professional malpractice to mass torts, Mr. Honik has earned for his clients more than one billion dollars in verdicts and settlements over his distinguished career. No less importantly, his appellate advocacy has changed the law in numerous respects to help the victim and those most in need of access to our civil courts. This record of accomplishment has earned him the title of Super Lawyer in the areas of class action, mass torts and environmental law.

Mr. Honik's body of work, and his lifelong commitment to the ideals of justice and service, allowed him to be elected President of the Philadelphia Trial Lawyers Association (1997-98) and the Pennsylvania Trial Lawyers Association (2007-08, now the Pennsylvania Association for Justice) with which he remains actively involved. He is the longtime Editor of The Verdict, the monthly newsletter of the Philadelphia Trial Lawyers Association, and is a frequent lecturer and writer in his areas of practice.

Mr. Honik graduated from Syracuse University in 1977 and earned his law degree from Rutgers University in 1980. He is admitted to practice before the U.S. Supreme Court, the First, Third, Fifth and Eleventh Circuit Courts of Appeal, and the Supreme Courts of Pennsylvania and New Jersey.

Mr. Honik is the father of two adult daughters and sons-in-law, and the grandfather to two grandsons. He was a founder of Congregation Kol Ami in Elkins Park, Pa. where he served as President, and is a current member of the Board of the American Association for Justice (AAJ), the former Association of Trial Lawyers of America (ATLA). A lifelong runner with six completed marathons under his belt, Mr. Honik resides in the Wissahickon Valley section of Philadelphia.

Representative cases and leadership appointments (lead, co-lead, executive, or steering committees) include:

- *In re Chantix (Varenicline) Marketing, Sales Practices, and Products Liability Litigation (No. II)*, No. 22-md-3050 (S.D.N.Y.)
- *In re Valsartan, Losartan, and Irbesartan Products Liability Litigation*, No. 1:18-md-2875 (D.N.J.)
- *In re Metformin Marketing and Sales Practices Litigation*, No. 2:20-cv-02324 (D.N.J.)
- *Nixon v. Grande Cosmetics LLC*, No. 1:22-cv-6639 (D.N.J.);
- *Brodowicz v. Virgin Scent, Inc. d/b/a Artnaturals, Inc.*, No. 0:21-cv-60643 (S.D. Fla.)
- *In re Intuniv Antitrust Litigation*, No. 16-cv-12653 (D. Mass.)
- *In re Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation*, No. 13-md-2428 (D. Mass.)
- *Cullen et al. v. Whitman Medical Corporation d/b/a Whitman Education Group, Inc., et al.*, 197 F.R.D. 136 (E.D. Pa.)
- *In re Budeprion XL Marketing & Sales Litigation*, MDL No. 2107 (E.D. Pa.)
- *In re Checking Account Overdraft Litigation*, MDL No. 2036 (2009)

- *Mattel Lead Paint Class Action*, MDL No. 1897 (E.D. Pa.)
- *David v. American Suzuki Motor Corp.*, No. 08-CV-22278 (S.D. Fla.)

David J. Stanoch, Of Counsel. David focuses his practice on complex class actions as well as mass torts and mass litigation. David has extensive experience representing clients in complicated matters involving antitrust, consumer fraud, product liability, and white collar issues. He manages cases from preliminary investigation through trial and settlement. He has taken lead roles in deposing corporate and individual witnesses in federal litigation, expert preparation and depositions, and negotiating with government investigators. He also has extensively briefed discovery and merits issues from the pretrial stage forward, and has made substantial contributions towards posturing cases for favorable settlements.

Prior to Honik LLC, Mr. Stanoch worked at a boutique plaintiffs' litigation firm in Philadelphia, Pennsylvania. He was also an associate at a global defense law firm for nearly ten years. While there, he advised Fortune 50, 100, and 200 clients on matters pertinent to complex and multi-district litigation, federal and state government investigations, and regulatory matters. He has represented individuals and companies in many industries, including: pharmaceuticals, biologics, banking and consumer finance, chemicals, food & agriculture, forest products, healthcare, mortgages, and construction materials. Prior to that, Mr. Stanoch had clerked for federal district court judge, the Hon. James F. McClure, Jr. (dec.) (M.D. Pa.). Mr. Stanoch has been recognized as a Super Lawyer and Rising Star. He graduated from La Salle University in 2000, and earned his law degree from Temple University in 2003.

Mr. Stanoch has long-volunteered as a pro bono attorney, representing diverse clients in need of legal representation, such as representing students with disabilities, or serving as a court-appointed guardian ad litem attorney on behalf of dependent or adoptive children in family court.

He is licensed to practice in Pennsylvania and New Jersey, and is admitted to practice before the U.S. Court of Appeals for the Third Circuit, the U.S. Court of Appeals for the Sixth Circuit, the U.S. District Court for the Eastern District of Pennsylvania, the U.S. District Court for the Middle District of Pennsylvania, the U.S. District Court for the Western District of Pennsylvania, and the U.S. District Court for the District of New Jersey.

Representative matters include the following:

- *In re Valsartan, Losartan, & Irbesartan Products Liability Litigation*, MDL No. 2875 (D.N.J.)
- *In re Hershey Chocolate Litigation*, No. 1:24-cv-1868 (M.D. Pa.)
- *Candido v. Upper Darby Township*, No. 2:23-cv-01542 (E.D. Pa.)
- *In re Metformin Marketing and Sales Practices Litigation*, No. 2:20-cv-02324 (D.N.J.)
- *State of New Mexico ex rel. Raul Torrez v. Gilead Sciences, et al.*, No. D-101-CV-2021-00377 (Santa Fe Cty.)
- *Moore v. Angie's List, Inc.*, No. 15-cv- 2413 (E.D. Pa.)
- *Brill v. Bank of America, N.A.*, No. 16-cv-3817 (D. Ariz.)
- *Krimes v. JPMorgan Chase Bank, N.A.*, No. 15- cv-5087 (E.D. Pa.)
- *Barba, et al. v. Shire US, Inc., et al.*, No. 11-cv-21158 (S.D. Fla.)

EXHIBIT 4

LEVIN SEDRAN & BERMAN
ATTORNEYS AT LAW

Levin Sedran & Berman LLP is a Philadelphia law firm with a national reputation for superior client service and results representing clients in cases pending both in the Philadelphia area and across the nation. Through almost 40 years of serving our clients, our attorneys have gained national recognition for their experience and skill and are frequently called upon to lead some of the largest class actions, mass torts, complex litigation and antitrust cases in the nation. Our stock-and-trade is the litigation of technically complex cases, usually pending before an assigned MDL court. We have been appointed lead counsel or to other leadership positions in hundreds of cases, including more than forty MDLs, and are presently serving or have served in such positions in several of the largest and technically complex class actions nationwide. We regularly appear in federal courts throughout the country. *See, e.g.*, *In re: Chinese-Manufactured Drywall Product Liab. Litig.*, MDL No. 2047 (E.D. La.) (Lead Counsel); *In re: Nat'l Football League Players' Concussion Injury Litig.*, MDL No. 2323 (E.D. Pa.) (Plaintiffs Steering Committee and Subclass Counsel for Settlement); *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL 2179 (E.D. La.) (Special Counsel to the Plaintiffs' Fee and Cost Committee as well as having been on a discovery team); *In re: Air Cargo Shipping Servs. Antitrust Litig.*, MDL No. 1775 (E.D.N.Y.) (Co-Lead Counsel); *In re: Wells Fargo Insurance Marketing Sales Practices Litigation*, MDL No. 2797 (C.D. Cal.) (Plaintiffs' Executive Committee); *In re: Apple Inc. Device Performance Litigation*, MDL 2827 (N.D. Cal.) (Plaintiffs' Executive Committee); and *In re: Intel Corp. CPU Marketing Sales Practices and Products Liability* Litigation, MDL 2828 (D. Or.) (Plaintiffs' Executive Committee to represent the interests of governmental entities). Our firm's philosophy from leading and prosecuting complex class actions for over three decades is to efficiently, vigorously and zealously prosecute the action on behalf of our clients and the class. We become experts in the facts of the case, law, and science and assemble a team committed to doing the same.

Our firm has earned rankings published in the U. S. News and World Report for Best Law Firms, as a Tier I law firm for class-actions, personal injury and mass tort cases. The firm was also named to THE NATIONAL LAW JOURNAL's insurance list of *America's Elite Trial Lawyers* in 2014. Members of the firm are listed in the LEGAL 500, LAW DRAGON 500, Martindale Hubbell's *Directory of Preeminent Attorneys*, "Best Lawyers in America", and the National Trial Lawyers Top 100 Trial Lawyers.

We have pioneered the use of class actions and mass actions in the United States with our work resulting not only in numerous record-breaking recoveries but also pioneering novel results over the nearly four decades we have been specializing in this practice area of the law. A few examples include:

- *In re: Asbestos School Litigation*, No. 83-0263 (E.D. Pa.) (Levin Sedran & Berman as member of Executive Committee and Lead Trial Counsel obtained a certification of a nationwide class and settlement on behalf of school districts that included pioneering the 50-state analysis of the law to meet class certification requirements);

- *In re: Three Mile Island Litigation*, No. 79-0432 (M.D. Pa.) (Levin Sedran & Berman as a member of Executive Committee that obtained a settlement that included the establishment of a medical monitoring fund);

- *In re: Diet Drug Product Liability Litigation*, MDL No. 1203 (E.D. Pa.) (Levin Sedran & Berman as Liaison and Co-Lead Counsel obtained a $6.75 billion-dollar settlement on behalf of consumers who ingested Fen-Phen);[1]

- *In re: The Exxon Valdez*, No. 89-00095 (D. Alaska) (Levin Sedran & Berman as a member of the Trial and Discovery Committee and represented fishermen, native corporations, native villages, native claims and business claims in this mass tort involving the massive oil spill in Alaska. The firm's assistance in the litigation helped the Plaintiffs obtain a judgment of $5 billion in punitive damages - at the time the largest punitive damage verdict in U.S. history. (Later reduced to $507.5 million by the U.S. Supreme Court);

- *In re: Chinese-Manufactured Drywall Product Liability Litigation*, MDL No. 2047 (E.D. La.) (Levin Sedran & Berman as Lead Counsel obtained inter-related settlements involving various suppliers, builders, installers, insurers and manufacturers of Chinese drywall with a value that exceeds $1 billion dollars);

- *In re: The Vioxx Product Liability Litigation*, MDL No. 1657 (E.D. La.) (As a member of the PSC and Plaintiffs' Negotiating Committee, Levin Sedran & Berman was instrumental in achieving a $4.85 billion-dollar settlement on behalf of consumers who ingested Vioxx);

- *In re: Air Cargo Shipping Servs. Antitrust Litig.*, MDL No. 1775 (E.D.N.Y.) (As Co-Lead Counsel in the decade long air cargo antitrust litigation Levin Sedran & Berman obtained 28 inter-related settlements against air cargo service providers totaling $1.2 billion dollars);

- *Galanti v. The Goodyear Tire and Rubber Co. ("Entran II")*, No. 03-209 (D.N.J.) (As a member of the Executive Committee Levin

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[1] That prolix settlement has received favorable comments by academia. *See* Nagareda, R., "Autonomy, Peace, and 'Put" Options in the Mass Tort Class Action, "115 Harv. L. Rev. 747, 756 (2002).

Sedran & Berman was instrumental in negotiating and achieving the creation of a common fund in the amount of $344 million); and

- *In re: National Football League Players' Concussion Injury Litigation*, MDL No. 2323 (E.D. Pa.) (Levin Sedran & Berman as Subclass Counsel working along with Lead Counsel obtained an uncapped settlement having a value that exceeds $1 billion dollars on behalf of NFL football players).

Frequently, the firm was specifically recognized by a court that is presiding over a matter for its work product and success in handling technical complex class-action cases. Examples of courts favorably commenting on the quality of the firm's work include:

- In *In re: Three Mile Island Litigation*, 557 F. Supp. 96 (M.D. Pa. 1982) Judge Rambo favorably acknowledged the quality of the work of Levin Sedran & Berman in her opinion.

- In the *Lazy Oil Co. v. Witco Corp.*, No. 94-110E (W.D. Pa.) (Plaintiffs' Co-Lead Counsel) ("[t]he Court notes that the class was represented by very competent attorneys of national repute as specialists in the area of complex litigation. As such, Class Counsel brought considerable resources to the Plaintiffs' cause. The Court has had the opportunity to observe Class Counsel first-hand during the course of this litigation and finds that these attorneys provided excellent representation to the Class. The Court specifically notes that, at every phase of the litigation, Class Counsel demonstrated professionalism, preparedness and diligence in pursuing their cause.")

- In *In re: Orthopedic Bone Screw Products Liability Litigation*, MDL No. 1014 (E.D. Pa.) (Plaintiffs' Lead Counsel) ("the Court also finds that the standing and expertise of counsel for [plaintiffs] is noteworthy. First class counsel is of high caliber and most PLC members have extensive national experience and similar class-action litigation.")

- In *In re: Consumer Bags Antitrust Litigation*, No. 77-1516 (E.D. Pa.) (Plaintiffs' Lead Counsel) ("Each of the firms and the individual lawyers in this case have extensive experience in large, complex antitrust and securities litigation." Furthermore, the Court notes that the quality of the legal services rendered was of the highest caliber.)

- In *In re: Diet Drugs Product Liability Litigation*, MDL No. 1203 (E.D. Pa.) (Plaintiffs' Co-Lead Counsel) (Court recognized "the 'remarkable contribution' from Levin Sedran & Berman in the creation of the largest nationwide personal injury settlement to date")

- In *In re: Summers v. Abraham Lincoln Savings and Loan Association*, 66 F.R.D. 581, 589 (E.D. Pa.) ("There is no question that Plaintiff's counsel is experienced in the conduct of the class action . . . .")

We regularly prosecute multi-state consumer class actions involving technically complex issues in representing victims of defective products, unfair trade practices, data breaches, privacy security breaches and other complex cases involving computers, phones, devices and source code. Aside from the cases cited above, reference is made to: *In re: CertainTeed Corporation Roofing Shingles Product Liability Litigation*, MDL No. 1817 (E.D. Pa.), *In re: CertainTeed Fiber Cement Siding Litigation*, MDL No. 2270 (E.D. Pa.), *Pollard v. Remington Arms Company*, No. 4:13-CV-00086-ODS (W.D. Mo.), *In re: Intel Corp. CPU Marketing, Sales Practices and Products Liability Litigation*, MDL 2828 (D. Or.). and *In re: Wells Fargo Insurance Marketing Sales Practices Litigation*, MDL No. 2797 (C.D. Cal.).

Relating to data breach and privacy cases, the firm has served as a member of the Executive Committee *in In re: Target Corporation Customer Data Security Breach Litigation*, MDL 2522 (D. Minn.) ($39 million settlement value for plaintiff financial institutions), where they were instrumental in working with experts and discovery including establishing the proper standard of care and calculation of damages to all victims (consumer and financial institutions) and serve as Co-Lead Counsel in *Green v. Accolade, Inc.*, 2:18-cv-00274 (E.D. Pa.) (where an employer breached its employees' PII information). The firm's data breach litigation experience also includes its leadership roles in: *Kuss v. American Home Patient, Inc. et. el.*, 8:18 -cv-0248 (M.D. Fl.) (where laptops were stolen and patient's medical information breached); *Abdelmessih v. Five Below, Inc.,* 2:19-cv-01487 (E.D. Pa.) (where retailer breached customers' PII information stored electronically); *Bryd v. Aaron's Inc.*, No. 11-101 (W.D. Pa.) (where defendant placed spyware on rental computers); *Peterson v. Aaron's Inc.*, No. 1-14-cv-1919 (N.D. Ga.) (where defendant placed spyware on rental computers) and on the Executive Committee in *Harris, et. el*. v. *Lord and Taylor, LLC*, 18-cv-00521 (D.Del.) (where retailer breached customers' PII information stored electronically); *Kyler v Saks Incorporated,* 18-cv-00360 (M.D. Tn.) (where retailer breached customers' PII information stored electronically) and *In re: Carrier IQ, Inc., Consumer Privacy Litigation*, No. 12-md-1330 (N.D. Cal.) (where defendant placed software on mobile devices).

More recently the firm obtained certification of cases *inter alia* in *Helmer v. The Goodyear Tire and Rubber Co. ("Entran III")*, No. 12-00685 (D. Colo.) (certification of a liability only class on behalf of purchasers of radiant floor heating and then tried the issue of liability to a jury); *In re: Dial Complete Marketing and Sales Practices Litigation*, MDL No. 2263 (D.N.H.) (certification of multi state class action on behalf of purchasers of Dial Complete Anti-Bacterial Soap); *In re: Emerson Electric Co. Wet/Dry Vac Marketing and Sales Litigation*, MDL No. 2382 (E.D. MS.) (certification of a national class action on behalf of purchasers of wet/dry vacs) and *Gold v. Lumber Liquidators, Inc.*, No. 3:14-cv-05373-TEH (N.D. Cal.) (certification of a multi-state class action including California on behalf of purchasers of bamboo flooring)

The firm willingly takes cases through years of discovery and motion practice and settles only if the case is positioned for consumers to obtain real and meaningful benefits and relief. And, unlike many class action firms, Levin Sedran & Berman also takes cases to trial. In lead roles and as members of litigation teams, Levin Sedran & Berman did so in *In re: Chinese-Manufactured Drywall Product Liability Litigation, In re: The Exxon Valdez, Entran III and MDL - 2592 Xarelto Products Liability Litigation* (part of trial team of coordinated cases in the Philadelphia Mass Tort Program).

More specifics about many of the accomplishments of the attorneys of Levin Sedran & Berman are set forth below in the biographies of the individual attorneys of the firm.

<u>THE FIRM'S PRINCIPAL LAWYERS</u>

ARNOLD LEVIN
Founding Member, In Memoriam (1939 – 2024)

ARNOLD LEVIN graduated from Temple University, B.S., in 1961, with Honors and Temple Law School, LLB, in 1964. He was Articles Editor of the Temple Law Quarterly. He served as a Captain in the United States Army (MPC). He was a member of the Philadelphia, Pennsylvania, American and International Bar Associations. He was a member of the Philadelphia Trial Lawyers Association, Pennsylvania Trial Lawyers Association and the Association of Trial Lawyers of America. He was admitted to the Supreme Court of Pennsylvania, United States District Court for the Eastern District of Pennsylvania, United States District Court for the Middle District of Pennsylvania, the Third, Fourth, Fifth, Sixth, Seventh, Tenth and Eleventh Circuit Courts of Appeals and the United States Supreme Court. He has appeared pro hac vice in various federal and state courts throughout the United States. He has lectured on class actions, environmental, antitrust and tort litigation for the Pennsylvania Bar Institute, the Philadelphia Trial Lawyers Association, the Pennsylvania Trial Lawyers Association, The Association of Trial Lawyers of America, The Belli Seminars, the Philadelphia Bar Association, American Bar Association, the New York Law Journal Press, and the ABA-ALI London Presentations.

Mr. Levin was a past Chairman of the Commercial Litigation Section of the Association of Trial Lawyers of America and was co-chairman of the Antitrust Section of the Pennsylvania Trial Lawyers Association. He was a member of the Pennsylvania Trial Lawyers Consultation Committee, Class Action Section, a fellow of the Roscoe Pound Foundation and past Vice-Chairman of the Maritime Insurance Law Committee of the American Bar Association. He was also a fellow of the International Society of Barristers and chosen by his peers to be listed in Best Lawyers of America. He has been recognized as one of 500 leading lawyers in America by Law Dragon and The Legal 500 USA. U.S. News and World Report has designated Levin Sedran & Berman as one of the top 22 national plaintiffs' firms in mass torts and complex litigation. In addition, he has been further recognized as one of the top 100 trial lawyers by The National Trial Lawyers Association. He was also named to the National Law Journal's Inaugural List of America's Elite Trial Lawyers. He also had an "av" rating in Martindale-Hubbell and was listed in Martindale-Hubbell's Register of Preeminent Lawyers.

Mr. Levin was on the Executive Committee as well as various other committees and Lead Trial Counsel in the case of *In re: Asbestos School Litigation*, No. 83-0268 (E.D. Pa.), which was certified as a nationwide class action on behalf of all school districts. Mr. Levin was also on the Plaintiffs' Steering Committee in *In re: Copley Pharmaceutical, Inc., "Albuterol" Products Liability Litigation*, MDL 1013 (D. Wyoming); *In re: Norplant Contraceptive Products Liability*

Litigation, MDL 1038 (E.D. Tex.); and *In re: Telectronics Pacing Systems, Inc., Accufix Atrial "J" Lead Products Liability Litigation*, MDL 1057 (S.D. Ohio).

Mr. Levin was appointed by the Honorable Sam J. Pointer as a member of the Plaintiffs' Steering Committee in the *Silicone Gel Breast Implants Products Liability Litigation*, No. CV-92-P-10000-S, MDL 926 (N.D. Ala.). The Honorable Louis L. Bechtle appointed Mr. Levin as Co-Lead Counsel of the Plaintiffs' Legal Committee and Liaison Counsel in *In re: Orthopedic Bone Screw Products Liability Litigation*, MDL 1014 (E.D. Pa.). Mr. Levin also served as Co-Chair of the Plaintiffs' Management Committee, Liaison Counsel, and Class Counsel in *In re: Diet Drugs Litigation*, MDL 1203 (E.D. Pa.). He was also a member of a four lawyer Executive Committee in *In re: Rezulin Products Liability Litigation*, MDL No. 1348 (S.D.N.Y.) and was a member of a seven-person Steering Committee in *In re: Propulsid Products Liability Litigation*, MDL No. 1355 (E.D. La.). He was Chair of the State Liaison Committee in *In re: Phenylpropanolamine (PPA) Products Liability Litigation*, **MDL** 1407 (W.D. Wash.); and was a member of the Plaintiffs' Steering Committee and Plaintiffs' Negotiating Committee in *In re: Vioxx Products Liability Litigation*, MDL No. 1657 (E.D. La.) and the Court approved Medical Monitoring Committee in *In re: Human Tissue Products Liability Litigation*, MDL No. 1763 (D.N.J.). He was Plaintiffs' Lead Counsel, Class Counsel and Co-Chair of the Fee Committee in *In re: Chinese-Manufactured Drywall Product Liability Litigation*, MDL No. 2047 (E.D. La.). He was Plaintiffs' Liaison Counsel in *In re: CertainTeed Corp. Roofing Shingles Products Liability Litigation*, MDL No. 1817 (E.D. Pa.). He was a member of the Plaintiffs' Steering Committee in *In re: National Football League Players' Concussion Litigation*, MDL No. 2323 (E.D. Pa.) and was appointed as Subclass Counsel for Subclass 1 in the NFL Concussion Class Action Settlement. Mr. Levin was a member of the Plaintiffs' Steering Committee in *In re: Pool Products Distribution Market Antitrust Litigation*, MDL 2328 (E.D. La.); *In re: Testosterone Replacement Therapy Products Liability Litigation*, MDL 2545 (N.D. Ill.); *In re: Zoloft (Sertraline Hydrochloride) Products Liability Litigation*, MDL 2342 (E.D. Pa.); and *In re: Yasmin and Yaz Marketing, Sales Practices and Relevant Products Liability Litigation*, MDL 2100 (S.D. Ill.). He was a member of Plaintiffs' Executive Committee in *In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation*, MDL 2428 (D. Mass). Mr. Levin was appointed by the Honorable Carl J. Barbier to serve as Special Counsel to the Plaintiffs' Fee and Cost Committee in the BP Oil Spill Litigation, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL 2179 (E.D. La.).

Mr. Levin was also a member of the Trial and Discovery Committees in the *Exxon Valdez Oil Spill Litigation*, No. 89-095 (D. Alaska) In addition, Mr. Levin was Lead Counsel in the prosecution of individual fishing permit holders, native corporations, native villages, native claims and business claims.

HOWARD J. SEDRAN
Founding Member (1982 through 2017)

HOWARD J. SEDRAN was a founding member of the firm from 1982 through December, 2017. Effective January, 2018, Mr. Sedran became Of-Counsel to the firm. Mr. Sedran graduated cum laude from the University of Miami School of Law in 1976. He was a law clerk to United States District Court Judge, C. Clyde Atkins, of the Southern District of Florida from 1976-1977. He is a member of the Florida, District of Columbia and Pennsylvania bars and is admitted to practice in various federal district and appellate courts. From 1977 to 1981, he was an associate at the Washington, D.C. firm of Howrey & Simon which specializes in antitrust and complex litigation. During that period he worked on the following antitrust class actions: *In re: Uranium Antitrust Litigation*; *In re: Fine Paper Antitrust Litigation*; *Bogosian v. Gulf Oil Corporation*; *FTC v. Exxon*; and *In re: Petroleum Products Antitrust Litigation*.

In 1982, Mr. Sedran joined the firm and has continued to practice in the areas of environmental, securities, antitrust and other complex litigation. Mr. Sedran also has extensive trial experience. In the area of environmental law, Mr. Sedran was responsible for the first certified "Superfund" class action.

As a result of his work in an environmental case in Missouri, Mr. Sedran was nominated to receive the Missouri Bar Foundation's outstanding young trial lawyer's award, the Lon Hocker Award.

Mr. Sedran has also actively participated in the following actions: *In re: Dun & Bradstreet Credit Services Customer Litigation*, Civil Action Nos. C-1-89-026, C-1-89-051, 89-2245, 89-3994, 89-408 (S.D. Ohio); *Raymond F. Wehner v. Syntex Corporation and Syntex (U.S.A.) Inc.*, No. C-85-20383(SW) (N.D. Cal.); *Harold A. Andre v. Syntex Agribusiness, Inc.*, Cause No. 832-05432 (Cir. Ct. of St. Louis, Mo.); *In re: Petro-Lewis Securities Litigation*, No. 84-C-326 (D. Colo.); *In re: North Atlantic Air Travel Antitrust Litigation*, No. 84-1013 (D.D.C.); *Jaroslawicz v. Engelhard Corp.*, No. 84-3641 (D.N.J.); *Gentry v. C & D Oil Co.*, 102 F.R.D. 490 (W.D. Ark. 1984); *In re: EPIC Limited Partnership Securities Litigation*, Nos. 85-5036, 85-5059 (E.D. Pa.); *Rowther v. Merrill Lynch*, No. 85-Civ-3146 (S.D.N.Y.); *In re: Hops Antitrust Litigation*, No. 84-4112 (E.D. Pa.); *In re: Rope Antitrust Litigation*, No. 85-0218 (M.D. Pa.); *In re: Asbestos School Litigation*, No. 83-0268 (E.D. Pa.); *In re: Catfish Antitrust Litigation*, MDL 928 (Plaintiffs' Executive Committee); *In re: Carbon Dioxide Antitrust Litigation*, MDL 940 (N.D. Miss.) (Plaintiffs' Executive Committee); *In re: Alcolac, Inc. Litigation*, No. CV490-261 (Marshall, Mo.); *In re: Clozapine Antitrust Litigation*, MDL 874 (N.D. Ill.) (Co-Lead Counsel); *In re: Infant Formula Antitrust Litigation*, MDL 878 (N.D. Fla.); *Cumberland Farms, Inc. v. Browning-Ferris Industries, Inc.*, No. 87-3713 (E.D. Pa.); *In re: Airlines Antitrust Litigation*, MDL 861 (N.D. Ga.); *Lazy Oil, Inc. v. Witco Corporation*, No. 94-110E (W.D. Pa.) (Plaintiffs' Co-Lead Counsel); *In re:*

Nasdaq Market-Makers Antitrust Litigation, MDL 1023 (S.D.N.Y.) (Co-Chair Discovery); and *In re: Travel Agency Commission Antitrust Litigation*, No. 4-95-107 (D. Minn.) (Co-Chair Discovery); *Erie Forge and Steel, Inc. v. Cyprus Minerals Co.*, No. 94-0404 (W.D. Pa.) (Plaintiffs' Executive Committee); *In re: Commercial Explosives Antitrust Litigation*, MDL 1093 (Plaintiffs' Co-Lead Counsel); *In re: Brand Name Prescription Drug Antitrust Litigation*, MDL 997; *In re: High Fructose Corn Syrup Antitrust Litigation*, MDL 1087; *In re: Carpet Antitrust Litigation*, MDL 1075; *In re: Graphite Electrodes Antitrust Litigation*, C.A. No 97-CV-4182 (E.D. Pa.) (Plaintiffs' Co-Lead Counsel); *In re: Flat Glass Antitrust Litigation*, MDL 1200 (Discovery Co-Chair); *In re: Commercial Tissue Products Antitrust Litigation*, MDL 1189; *In re: Thermal Fax Antitrust Litigation*, No. 96-C-0959 (E.D. Wisc.); *In re: Lysine Indirect Purchaser Antitrust Litigation*, (D. Minn.); *In re: Citric Acid Indirect Purchaser Antitrust Litigation*, No. 96-CV-009729 (Cir. Ct. Wisc.). Most recently, Mr. Sedran serves as one of the court-appointed Co-Lead Counsel in *In re: Air Cargo Shipping Services Antitrust Litigation*, MDL No. 1775 (E.D.N.Y.).

In *Lazy Oil Co. v. Witco Corp.*, *supra*, the District Court made the following comments concerning the work of Co-Lead Counsel:

> [t]he Court notes that the class was represented by very competent attorneys of national repute as specialists in the area of complex litigation. As such Class Counsel brought considerable resources to the Plaintiffs' cause. The Court has had the opportunity to observe Class counsel first-hand during the course of this litigation and finds that these attorneys provided excellent representation to the Class. The Court specifically notes that, at every phase of this litigation, Class Counsel demonstrated professionalism, preparedness and diligence in pursuing their cause.

LAURENCE S. BERMAN
Founding Member

LAURENCE S. BERMAN, a founding member of the firm, was born in Philadelphia, Pennsylvania on January 17, 1953. He was admitted to the bar in 1977. He is admitted to practice before the U.S. Courts of Appeals for the Third, Fourth and Seventh Circuits; the U.S. District Court, Eastern District of Pennsylvania; and the Bar of Pennsylvania. He is a graduate of Temple University (B.B.A., magna cum laude, 1974, J.D. 1977). He is a member of the Beta Gamma Sigma Honor Society. Mr. Berman was the law clerk to the Honorable Charles R. Weiner, U.S. District Court for the Eastern District of Pennsylvania 1978-1980. Member: Philadelphia, Pennsylvania and American Bar Associations. In 1982, Mr. Berman joined the law firm of Levin & Fishbein as an associate and became a partner in 1985 when the firm name was changed to Levin, Fishbein, Sedran & Berman.

Mr. Berman has had extensive experience in litigating and managing complex litigation. In the early 1980's he became a member of the discovery, law and trial committees of *In re: Asbestos School Litigation*, No. 83-0268 (E.D. Pa.). As a member of those committees, he drafted discovery and legal briefs that lead to the successful resolution of the case on behalf of a nationwide class of schools seeking recovery of damages for the costs and expenses they were required to expend to assess the presence of asbestos in school buildings and to remediate under newly enacted rules and regulations of the Environmental Protection Agency, promulgated in the 1970's. In connection with that litigation, he was one of the architects of approaching class certification issues for a nationwide class by the use of a "50" state analysis of the law, in order to demonstrate the similarity of laws and therefore the manageability of a nationwide class action. The "50" state approach has been followed in other cases.

During the early stages of his career, he litigated numerous environmental class/mass tort cases to successful conclusions. He successfully litigated a lead contamination case for the residents of a community in the Port Richmond area of Philadelphia, where he drafted the legal briefs and presented the oral argument to obtain class certification of a property damage and medical monitoring class against NL Industries and Anzon. That litigation produced a multi-million-dollar recovery for the residents in the class area. *Ursula Stiglich Wagner v. Anzon, Inc.*, No. 4420, June Term, 1987 (Pa. Ct. Com. Pl., Phila. Cty.)

Similarly, he represented homeowners located near Ashland, Kentucky for environmental pollution damage. This case involved representing approximately 700 individual clients for personal injury and medical monitoring relief that also resulted in a multi-million-dollar recovery for his clients.

Beginning in the 1990's Mr. Berman began his representation of victims of the Three Mile Island accident. The firm represented approximately 2,000 plaintiffs in that matter, and Mr.

Berman was responsible for the legal briefing and experts in the case, along with addressing *Daubert* issues. The presiding Court (Middle District of Pennsylvania) determined to conduct extensive *Daubert* hearings in Three Mile Island, resulting in approximately ten full weeks of in court live hearings, and thousands of pages of legal briefing. Ultimately the trial court determined that several of the expert witnesses offered by the plaintiffs did not meet the *Daubert* requirements, and an appeal was taken to the Third Circuit Court of Appeals, where Mr. Berman both briefed and argued the issues. The Third Circuit affirmed parts of the decision and remanded for further proceedings by the trial court. His representation of clients in the Three Mile Island litigation spanned well over a decade.

In 1989, Mr. Berman represented approximately 1,000 plaintiffs who suffered damages as a result of the Exxon Valdez oil spill. In that role, he managed the claims of each of his firm's clients and worked in the development of their expert evidence and claim materials. As a subset of that litigation, he handled the claims of the Native Opt-Out Settlement Class. This representation also spanned well over a decade.

Mr. Berman began his role in litigating *In re: Diet Drugs*, MDL 1203 (E.D. Pa.) in 1997 at the outset of that litigation. The *Diet Drugs* case is still active to this date. Mr. Berman's firm was appointed as Co-Lead Counsel, Co-Class Counsel and Liaison Counsel. The massive size of the *Diet Drugs* case required the commitment of three of the named partners to the case, Arnold Levin, Michael Fishbein and Mr. Berman, as well as a substantial commitment by partner Fred Longer. While Messrs. Levin and Fishbein were formally named as Co-Class counsel to the case, Mr. Berman had a *de facto* role as Co-Class Counsel and Co-Lead counsel for the case. Mr. Berman briefed many legal issues, argued issues in court, participated in discovery, appeared frequently before the Special Discovery Master, helped negotiate the settlement(s) and helped in the management of the oversight of both the AHP Settlement Trust that was created to oversee the Settlement and the Seventh Amendment Fund Administrator that was created to oversee the Seventh Amendment aspect of the Settlement. He also managed the claims of the firm's individual clients.

Although the *Diet Drugs* case remains active today, and still occupies some of Mr. Berman's time, over the recent years he became active in various other pharmaceutical cases. In particular, beginning in about 2010, he became active in *In re: Yaz/Yasmin/Ocella*, MDL 2100 (S.D. Ill.) where he was appointed as a member of the discovery and legal briefing committees. Mr. Berman worked with his partner Michael Weinkowitz as Co-Liaison Counsel in the parallel state court litigation pending in the Court of Common Pleas of Philadelphia.

As the *Yaz* case began to wind down, Mr. Berman became active in litigation Tylenol cases where he was appointed and remains currently Plaintiffs' Co-Lead and Liaison Counsel. *In re: Tylenol*, MDL 2436 (E.D. Pa.). As Plaintiffs' Co-Lead and Liaison Counsel, Mr. Berman has appeared in Court for the Plaintiffs at virtually all of the monthly status conferences, drafted numerous briefs, engaged in discovery, drafted numerous case management orders that were entered by the Court, argued motions and otherwise managed the case on behalf of the Plaintiffs.

Mr. Berman is also a *de facto* member of the executive committee of *In re: Granuflo*, MDL 2428 (D. Mass.). Mr. Berman's partner Arnold Levin was formally appointed to that case's Executive Committee for the Plaintiffs and Mr. Berman was appointed as a Co-Chair of the law and briefing committee. He has acted as a *de facto* member of the Executive Committee for the firm. In his role on the Law and Briefing Committee, he drafted numerous briefs for the case, including *Daubert* briefs, drafted various case management orders that were entered by the Court, and assisted in the negotiation of the global settlement including the drafting of the settlement documents and the allocation plan.

In *In re: Fosamax*, MDL 2243 (D.N.J.), Mr. Berman spearheaded the plaintiffs' position relating to privilege log issues as well as preemption and *in limine* issues raised in the bellwether case. Most recently, Mr. Berman was appointed to the Plaintiffs' Steering Committee by the Honorable Freda L. Wolfson in *In re: Johnson & Johnson Talcum Powder Products*, MDL 2738 (D.N.J.).

Mr. Berman has lectured about mass tort matters. He lectured about the Tylenol case at several seminars and is a member of the American Association of Justice (AAJ) litigation group for the case. He is also a member of various other AAJ litigation groups involving pharmaceutical products. Mr. Berman has been a frequent speaker for the Pennsylvania Bar Institute, Mealy's Publications and Harris Martin. His lectures have been accredited for providing CLE credit to the attendees. Mr. Berman has an A.V. Peer Review rating by Martindale-Hubbell and is an AAJ National College of Advocacy Advocate. He is also a member of The National Trial Lawyers, as well as a member of the American, Pennsylvania and Philadelphia Bar Associations and has been recognized as a Super Lawyer. His published works include "Class Actions in State and Federal Courts," Pennsylvania Bar Institute (Continuing Legal Education), November 1997; "New Pennsylvania Rule of Civil Procedure 207.1," Pennsylvania Bar Institute (Continuing Legal Education), November, 2001, and membership on the Board of Editors, "Fen-Phen Litigation Strategist," Leader Publications (1998).

FREDERICK S. LONGER
Member

FREDERICK S. LONGER, a member of the firm, specializes in representing individuals who have been harmed by dangerous drugs, medical devices, other defective products and antitrust violations. Mr. Longer has extensive experience in prosecuting individual, complex and class action litigations in both state and federal courts across the country. Mr. Longer has been involved in the resolution of several of the largest settlements involving personal injuries including the $6.75 billion settlement involving Diet Drugs and the $4.85 billion settlement involving Vioxx. Mr. Longer was a member of the negotiating counsel responsible for the settlements in the *Chinese Drywall* litigation involving various suppliers and manufacturers of Chinese Drywall valued in excess of $1 billion. Mr. Longer has a wealth of experience in mass torts and has frequently been the chairman or member of the Law and Briefing Committee in numerous multi-district litigations:

- *In re Zantac Products Liability Litigation*, MDL No. 2924 (S.D. Fla.);
- *In re Aqueous Film-Forming Foams Prod. Liab. Litigation*, MDL No. 2873 (D.S.C.);
- *In re Xarelto Products Liability Litigation*, MDL No. 2592 (E.D. La.);
- *In re: Propulsid Products Liability Litigation*, MDL No. 1355 (E.D. La.);
- *In re: Rezulin Products Liability Litigation*, MDL No. 1348 (S.D.N.Y.);
- *In re: Vioxx Products Liability Litigation*, MDL 1657 (E.D. La.);
- *In re: Orthopedic Bone Screw Products Liability Litigation*, MDL 1014 (E.D. Pa.); and
- *In re: Diet Drug Litigation*, MDL 1203 (E.D. Pa.).

He is a court-appointed member of the Plaintiffs' Steering Committee in *In re: Mirena Products Liability Litigation*, MDL 2434 (S.D.N.Y.); *In re: Xarelto Products Liability Litigation*, MDL No. 2592 (E.D. La.); and *In re Zantac Products Liability Litigation*, MDL No. 2924 (S.D. Fla.). Mr. Longer also assisted Co-Lead Counsel and Subclass Counsel with negotiating the class settlement in *In re: National Football League Players' Concussion Litigation*, MDL No. 2323 (E.D. Pa.).

Mr. Longer has substantial trial experience and is one of the few lawyers in the country to have tried to verdict a client's claim involving Baycol in Philadelphia County Court of Common Pleas.

Mr. Longer, originally from Philadelphia, Pennsylvania, completed his undergraduate work at Carnegie Mellon University. He then attended the University Pittsburgh School of Law and was a Notes and Comments Editor for the University of Pittsburgh Law Review. Mr. Longer practiced for 3 years in Allegheny County with the law firm of Berger, Kapetan, Malakoff & Myers on complex litigation and civil rights matters, including *Kelly v. County of Allegheny*, No. 6D 84-17962 (Pa. Ct. Com. Pl., Allegheny Cty.). Thereafter, Mr. Longer joined the firm and is now a member in the firm.

Mr. Longer is a frequent lecturer and has presented numerous seminars on various legal topics for professional groups. Some of Mr. Longer's speaking engagements include: *COVID-19 Business Interruption Litigation - MDL and Outside Influences, Harris Martin (May 14, 2020)*; *Impact of Ascertainability Consideration son Rule 23(b)(3), American Association for Justice (December 6, 2018)*; *Plaintiff Only Consumer Warranty Class Action Litigation Seminar*, American Association for Justice Education and the National Association of Consumer Advocate (June 3-4, 2014); *"No Injury" and "Overbroad" Class Actions After Comcast, Glazer and Butler: Implications for Certification-Navigating Complex Issues of Overbreadth and Damages in Consumer Product Cases*, Strafford Webinar (April 1, 2014); *Service of Process in China*, ABA Annual Conference (April 18-20, 2012); Chinese Drywall Litigation Conference, Harris Martin (October 20-21, 2011); *Current Issues in Multi-district Litigation Practice*, Harris Martin (September 26, 2011); *FDA Preemption: Is this the end?*, Mass Torts Made Perfect (May 2008). He has authored several articles including, *The Federal Judiciary's Super Magnet,* TRIAL (July 2009). He also contributed to Herbert J. Stern & Stephen A. Saltzburg, TRYING CASES TO WIN: ANATOMY OF A TRIAL (Aspen 1999).

Mr. Longer is a member of the American Bar Association, American Association for Justice, Pennsylvania and Philadelphia Association for Justice, the Pennsylvania Bar Association and the Philadelphia Bar Association. He is an active member of the Historical Society for the Eastern District of Pennsylvania. He is admitted to practice before the Supreme Court of Pennsylvania and the Supreme Court of New Jersey, the United States Supreme Court; the United States Courts of Appeals for the Second, Third, Fourth, Fifth, Seventh and Ninth Circuits, and the United States District Courts for the Western and Eastern Districts of Pennsylvania, United States District Court Northern District of New York; United States District Court for the Western District of New York; United States District Court of New Jersey; United States District Court for District of Arizona; and the United States District Court District of Nebraska.

Mr. Longer has received Martindale-Hubbell's highest rating (AV) as a pre-eminent lawyer for his legal ability and ethical standards. He has also been recognized by his peers as a Super Lawyer since 2008.

DANIEL C. LEVIN
Member

DANIEL C. LEVIN is a Philadelphia native who practices in the areas of Medical Malpractice, Personal Injury, Class Actions, Products Liability, Environmental Liability and Mass Torts.

Daniel Levin is a member of the firm of Levin Sedran & Berman. He is a graduate of University of Pittsburgh (B.A. 1994) and Oklahoma City University School of Law (J.D. 1997). He is admitted to practice before the Supreme Court of the United States, Supreme Court of Pennsylvania, United States District Court for the Eastern District of Pennsylvania, United States District Court for the Western District of Pennsylvania and the United States Court of Appeals for the Third Circuit. He is a member of the American, Pennsylvania and Philadelphia County Bar Associations, as well as the American and Pennsylvania Association for Justice. Past President of the Philadelphia Trial Lawyers Association. Mr. Levin holds an AV rating from Martindale Hubbell and his peers recognize him as a Super Lawyer.

Daniel Levin is appointed to the Steering Committee in *Troyan v. Samsung Electronics America, Inc*., No. 5:17-cv-01096 (W.D. Okla.) and *In Re: Valsartan Losartan And Irbesartan Products Liability Litigation*; 1:19-md-02875-RBK-JS (D.N.J.).

Daniel Levin has been part of the litigation team in *In re Orthopedic Bone Screw Products Liability Litigation*, MDL No. 1014 (E.D. Pa.); *In re Diet Drug Litigation*, MDL No. 1203 (E.D. Pa.); *Galanti v. The Goodyear Tire and Rubber Co.*, Civil Action No. 03-209 (D.N.J.); *In re Vioxx Products Liability Litigation*, MDL No. 1657 (E.D. La. 2011); *Cobb v. BSH Home Appliance Corporation,* C.D.Ca. No. SACV10-711 DOC (C.D. Cal.); *In Re Human Tissue Products Liability Litigation*, MDL No. 1763 (D.N.J.); *In Re: Chinese Drywall Products Liability Litigation*, MDL 2047 (E.D. La.); *National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323-AB (E.D. Pa.); *In Re: Rezulin Products Liability Litigation*, No. 00 Civ. 2843 (S.D.N.Y.); *In Re: Apple Inc. Device Performance Litigation*, No. 5:18-md-02827 (N.D. Cal.); *In Re: Intel Corp. CPU Marketing, Sales Practices And Products Liability Litigation*, No. 3:18-md-2828 (D. Or.); and *In Re: Aqueous Film-Forming Foams (AFFF) Products Liability Litigation*, MDL No. 2:18-mn-2873-RMG.

Daniel Levin has served as Class Counsel in the following automobile defect cases: *Henderson v. Volvo Cars of North America, LLC*, No. 09-cv-4146 (D.N.J.) (class action brought on behalf of individuals who purchased Volvo vehicles with defective transmissions) and *Grant v. Bridgestone/Firestone, Inc. and Ford Motor Company*, September Term, 2000, No. 003668 (Pa. Ct. Com. Pl., Phila. Cty.) (involving the Ford Explorer debate). Mr. Levin has also served as class counsel in the following cases: *Kowa v. The Auto Club Group*, No. 11-7476 (N.D. Ill.); *Kurian v. County of Lancaster*, 2:07-cv-03482 (E.D. Pa.); *Gwaizdowski v. County of Chester*, No. 08-CV-4463 (E.D. Pa. 2012); *Meneghin, The Exxon Mobile Corporation*, No. OCN-002697-07 (Superior

Court, Ocean County, NJ 2012); *Johnson v. Walsh,* April Term 2008, No. 2012 (Pa. Ct. Com. Pl., Phila. Cty.); *Muscara v. Nationwide,* October Term 2000, No. 001557 (Pa. Ct. Com. Pl., Phila. Cty.); and *Wong v. First Union*, May Term 2003, No. 001173 (Pa. Ct. Com. Pl., Phila. Cty.); *Harry Delandro v. County of Allegheny*, No. 2:06-CV-927 (W.D. Pa.); *Nakisha Boone v. City of Philadelphia*, No. 05-CV-1851 (E.D. Pa.); *Helmer v. the Goodyear Tire & Rubber Co.,* D.Co. No. 1:12-00685-RBJ (D. Colo.); *Schappell v. State Farm Mutual Automobile Insurance Company*, No. 1331 S2001 (Pa. Ct. Com. Pl., Dauphin Cty.); *Ortiz v. Complete Healthcare Resources, Inc.,* Montgomery CCP No. 12-12609; *Butterline v. the Bank of New York Mellon Trust Company, National Association*, No. 15-01429 (E.D. Pa.); *Martinez v. Capstone Restaurant Group, LLC*, No. 1:20-cv-01017 (D. Colo.); *Mullins v. Kroger*, No. 1:19-cv-00964 (S.D. Ohio); *Gallagher v. Charter Foods, Inc.*, No. 2:20-cv-00049 (W.D. Pa.); and *McGhee v. Toms King, LLC*, No. 2:19-cv-01470 (W.D. Pa.).

Along with Daniel Levin's class action and mass tort experience, Mr. Levin also has extensive experience in individual litigation where he handles and prosecutes claims on behalf of railroad workers involved in workplace accidents ("FELA"). Daniel Levin has also successfully prosecuted complex individual actions on behalf of individuals involved in products liability, medical malpractice, automobile accidents, drug and medical device actions.

CHARLES E. SCHAFFER
Member

CHARLES E. SCHAFFER, a member of the firm, born in Philadelphia, Pennsylvania, is a graduate of Villanova University, (B.S., *Magna Cum Laude*, 1989) and Widener University School of Law (J.D. 1995) and Temple University School of Law (LL.M. in Trial Advocacy, 1998). Mr. Schaffer served as a Corporal in the United States Marine Corps (USMC). He is admitted to practice before the Supreme Court of Pennsylvania, the Supreme Court of New Jersey, the United States District Court for the Eastern District of Pennsylvania; Western District of Pennsylvania; Middle District of Pennsylvania; Northern District of Illinois; Central District of Illinois; Northern District of New York; District of Colorado; Third Circuit Court of Appeals; and the Sixth Circuit Court of Appeals. He is also a member of the American Bar Association, Association of Trial Attorneys of America, Pennsylvania Association for Justice, Philadelphia Trial Lawyers Association, and the National Trial Lawyers Association.

With over 28 years of experience Mr. Schaffer is a nationally-recognized leader in complex litigation, having been appointed as Lead or Co-Lead counsel or as a PSC member on a regular basis by federal courts across the country. He is widely recognized for his ability to lead very complex litigation and his expertise in dealing with discovery, experts, damage models, and national and multi-state classes.

Mr. Schaffer's appointments in MDL litigation include *inter alia*: *In re Moveit Customer Data Security Breach Litigation,* MDL No. 3083 (D. Mass.) (appointed Co-Lead Counsel); *In re AT&T Inc., Customer Data Breach Security Litigation,* MDL No. 3114 (N.D. Tex.) (appointed to Plaintiffs' Steering Committee); *In re Change Healthcare, Inc. Customer Data Security Breach Litigation,* MDL 3108 (D. Minn.) (appointed to Plaintiffs' Steering Committee); *In re Overby-Seawell Company Customer Data Security Breach Litigation*, MDL No. 3056 (N.D. Ga.) (appointed to Plaintiffs' Executive Committee); *In re: Chantix (Varenicline) Marketing, Sales Practices and Products Liability Litigation (No. II)* MDL No. 3050 (S.D.N.Y.) (appointed Co-Lead Counsel); *In re Phillips Recalled CPAP, BI-Level PAP, Mechanical Ventilator Products Liability Litigation (Phillips)*, MDL 3014 (W.D. Pa.) (appointed Plaintiffs' Discovery Liaison Counsel for Phillips and SoClean MDLs), *In re Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2873 (D.S.C) (appointed to Plaintiffs' Steering Committee); *In re Hill's Pet Nutrition, Inc. Dog Food Products Liability Litigation*, MDL 2887 (D. Kan.) (appointed to Plaintiffs' Executive Committee); *In re: Intel Corp. CPU Marketing Sales Practices and Products Liability Litigation*, MDL 2828 (D. Or.) (appointed to Plaintiffs' Executive Committee to represent the interests of governmental entities); *In re: Apple Inc. Device Performance Litigation*, MDL No. 2827 (N.D. Cal.) (appointed to Plaintiffs' Executive Committee); *In re: Wells Fargo Insurance Marketing Sales Practices Litigation*, MDL 2797 (C.D. Cal.) (appointed to Plaintiffs' Executive Committee); *In re: JP Morgan Modification Litigation* MDL No. 2290 (D. Mass.) (appointed Plaintiffs' Co-Lead Counsel); *In re: IKO Roofing Products Liability Litigation*, MDL No. 2104

(C.D. Ill.) (appointed Co-lead Counsel); *In re: HardiePlank Fiber Cement Siding Litigation*, MDL No. 2359 (D. Minn.) (appointed to Plaintiffs' Executive Committee); *In re: Navistar Diesel Engine Products Liability Litigation*, MDL No. 2223 (N.D. Ill.) (appointed to Plaintiffs' Executive Committee); *In re: Azek Decking Sales Practice Litigation*, MDL No. 2506 (D.N.J.) (appointed to Plaintiffs' Executive Committee); *In re: Pella Corporation Architect and Designer Series Windows Marketing Sales Practices and Product Liability Litigation*, MDL No. 2514 (D.S.C.) (appointed to Plaintiffs' Executive Committee); *In re: Navistar Diesel Engine Products Liability Litigation*, MDL No. 2223 (N.D. Ill.) (appointed to Plaintiffs' Steering Committee); *In re: CitiMortgage, Inc. Home Affordable Modification Program ("HAMP")*, MDL No. 2274 (C.D. Cal.) (appointed Plaintiffs' Executive Committee); *In re: Carrier IQ Consumer Privacy Litigation*, MDL No. 2330 (N.D. Cal.) (appointed to Plaintiffs' Executive Committee); *In re: Dial Complete Marketing and Sales Practices Litigation*, MDL No. 2263 (D.N.H.) (appointed to Plaintiffs' Executive Committee); *In re: Emerson Electric Co. Wet/Dry Vac Marketing and Sales Litigation*, MDL No. 2382 (E.D. Mo.) (appointed to Plaintiffs' Executive Committee); and *In re: Colgate-Palmolive Soft Soap Antibacterial Hand Soap Marketing and Sales Practice Litigation*, MDL No. 2320 (D.N.H.) (appointed to Plaintiffs' Executive Committee).

Mr. Schaffer has also served in leadership positions in class actions which were not consolidated in an MDL. *E.g.*, *Ding v. New York University,* No. 1;25-cv-02416 (S.D.N.Y.) appointed Plaintiffs' Executive Committee); *In Re: Columbia University Data Breach Litigation,* No.-cv-05541 (S.D. N.Y.) (appointed Co-Lead Counsel) ; *Hall v. Healthcare Services Group Inc.,* No. 2:25-cv-04908 (E.D. Pa.) (appointed Co-Lead Counsel); *In re Anna Jaques Hospital Data Security Incident Litigation,* No. 1:24-cv-10792 (D. Mass) (appointed Co-Lead Counsel); *In Re: Bank of America Unauthorized Account Opening Litigation,* No. 3:23-cv-422 (W.D.N.C.) (appointed Co-Lead Counsel); *Reichbart v. Financial Business and Consumer Solutions, Inc*., No. 24-1876 (E.D. Pa.) (appointed Co- Lead Counsel); *Pompilio v. Boar's Head Provisions Co. Inc.,* No. 7:24-cv-08220 (S.D.N.Y.) (appointed Co-Lead/Co Class Counsel); *Kessler v. The Quaker Oats Company*, No. 7:24-cv-00526 (S.D.N.Y.) (appointed Co-Lead/Co Class Counsel); *Hulewat v. Medical Management Resource Group LLC, No.* 2:24-cv-00377 (D. Ariz) (appointed Plaintiffs' Executive Committee); *Hasson v. Comcast Cable Communications, LLC,* No. 2:23-cv-05039 (E.D. Pa.) (appointed Plaintiffs' Executive Committee and Liaison counsel); *Gambino v. Berry, Dunn, McNeil & Parker, LLC,* No. 2:24-cv-00146 (D. Maine) (appointed Plaintiffs' Executive Committee); *In re: NCB Mgmt. Serv., Inc. Data Breach Litig.,* No. 2:23-cv-01236 (E.D. Pa.) (appointed Liaison counsel); *Holden v. Guardian Analytics*, Inc.. et. al, No. 2;23-cv-02156 (D. N.J.) (appointed Plaintiffs' Co-Lead Counsel); *Nadeau v. Onsite Mammography, LLC d/b/a Onsite Womens Health* ,No. 3:25-cv-11123 (D. Mass) (appointed Plaintiffs' Executive Committee); *In re Advance Auto Stores company, Incorporated, Data Breach Litigation,* No. 5:24-cv-00352 (E.D.N.C.) (appointed Plaintiffs' Executive Committee); *Flores v. South Texas Oncology and Hematology, PLLC,* No 2024C113299 (Tex. Dist. Ct. Bexar Cty.) (appointed Plaintiffs' Co-Lead Counsel); *Covey v. Texas Retina Associates,* Cause No. DC-24-09642 (Tex. Dist. Ct. Dallas Cty.) (appointed Plaintiffs' Co-Lead Counsel); *Hulse v. Acadian Ambulance Service, Inc,* No. 6:24-cv-01011(W.D. La.) (appointed Plaintiffs' Executive Committee); *McNally v. Infosys McCamish Systems,* LLC, No. No. 1:24-cv-00995 (N.D. Ga.) (appointed Plaintiffs' Executive Committee); *C.K., et al., v. Ann & Robert H. Lurie Children's Hospital of Chicago, No. 1;24-cv-05503* (N.D. Ill.) (appointed Plaintiffs' Executive Committee); *In re Save RX Data Breach Litigation*, No.

8;24-cv-00204 (D. Neb.) (appointed Plaintiffs' Co-Lead Counsel); *Pannozzi v. Deloitee Consulting, LLP,* No. 1:24-00524 (D.R.I.) (appointed Plaintiffs' Executive Committee); *Batista v. Richmond University Medical Center,* Index No. 152916/2024 (N.Y.S.C. Richmond Cty.) (appointed Plaintiffs' Executive Committee); *Volio v. Rush Street gaming LLC et. al.,* No. 2:25-cv-00039 (E.D. Pa.) (appointed Plaintiffs' Co-Lead Counsel and *Dimoff v. Allegheny Health Network,* No. 2:25-cv-00125 (W.D. Pa.) (appointed Plaintiffs' Executive Committee); *In re Deva Concepts Products Liability Litigation*, No. 1:20-CV-01234 (S.D.N.Y.) (appointed Plaintiffs' Co-Lead Counsel); *Armando Herrera, et al. v. Wells Fargo Bank, et al.*, No. 8:18-cv-00332 (C.D. Cal.) (court appointed Co-Lead- Co-Class Counsel); *Declid v. Tco Hot Acquisition LLC et al.*, No., 1:21-cv-09569 (S.D.N.Y.) (appointed Co-Lead/Co Class Counsel); *Segebarth v. CertainTeed LLC*, No. 19-5500 (E.D. Pa.) (appointed Co-Lead/Co-Class Counsel); *Goldstein v. Henkel Corporation et al.*, No. 3:22 – CV – 00164 (D. Conn) (appointed Co-Lead/Co Class Counsel); *Bangoura v. Beiersdorf, Inc. and Bayer Healthcare, LLC*, No. 1:22-cv-00291-BMC (E.D.N.Y.) (appointed Co-Lead/Co Class Counsel); *Catalano v. Lyons Magnus, LLC et. al.,* No. 7:22- cv-06867 (S.D.N.Y.) (appointed Co-Lead/Co Class Counsel); *Swetz v. The Clorox Company*, No. 7:22-cv-09374 (S.D.N.Y.) (appointed Co-Lead/Co Class Counsel): *Barnes v. Unilever United States Incorporated,* No. 1:21-cv-06191 (N.D. Ill.) (appointed Co-Lead/Co Class Counsel); *Patora v. Colgate-Palmolive Co.,* No. 7:23-cv-01118 (S.D.N.Y.) (appointed Co-Lead/Co Class Counsel); *In re Midwestern Pet Foods Marketing Sales Practice and Product Liability Litigation*, No. 3:21-cv-00007 (S.D. Ind.) (appointed to Plaintiffs' Executive Committee); *Zicarello v. Sanyo Energy (USA) et al.*, No. 2:19-cv-16623 (D.N.Y.) (appointed Co-Lead/Co-Class Counsel); *Rojas v. Bosh Solar Energy Corp.*, No. 5:18-cv-5841 (N.D. Cal.) (appointed Co-Lead/Co-Class Counsel); *Culbertson v. Deloitte Consulting*, No. 1:20-cv-3962 (S.D.N.Y.) (appointed to Plaintiffs' Executive Committee); *Green v. Accolade, Inc.,* 2:18-cv-00274 (E.D. Pa.) (appointed Co-Lead/Co-Class Counsel); *Kuss v. American Home Patient, Inc. et al.*, No. 8:18 -cv-0248 (M.D. Fla) (appointed Co-Lead/Co-Class Counsel); *Abdelmessih v. Five Below, Inc.*, No. 2:19-cv-01487 (E.D. Pa.) (appointed Co-Lead/Co-Class Counsel); *In re Hudson's Bay Company Data Security Incident Consumer Litigation*, No. 18-cv-8472 (S.D.N.Y.) (appointed Plaintiffs' Executive Committee); *Hashemi, et al. v. Bosley, Inc*, No. 2:21-cv-oo946 (appointed Co-Lead/Co-Class Counsel); *Morrison v. Ross Stores, Inc.*, No. 4:18-cv-02671 (N.D. Cal.) (appointed Co-Lead/Co-Class Counsel); *Hawes v. Macys West Stores, Inc.*, No. 1:17-cv-00754(W.D. OH.) (appointed Co-Lead/Co-Class Counsel); *Forth, et al. v. Walgreens Co.*, No. 1:17-cv-02246 (N.D. Ill.) (serving as member of Plaintiffs Executive Committee);*County of Monmouth, et al. Rite Aid Corporation et al.*, No. 2:20-cv-02024 (E.D. Pa.) (serving as Plaintiff s' Co-Lead Counsel); *Pollard v. Remington Arms Company*, No. 4:13-cv-00086-ODS (W.D. Mo.) (appointed Co-Lead Counsel); *Davis v. SOH Distribution Company, Inc.*, No. 09-CV-237 (M.D. Pa.) (appointed Plaintiffs' Co-Lead Counsel); *Gwaizdowski v. County of Chester*, No. 08-CV-4463 (E.D. Pa.) (member of discovery and trial committees); *Meneghin, v. The Exxon Mobile Corporation, et al.*, No. OCN-002697-07 (N.J. Super. Ct., Ocean County) (appointed Co-Lead/Co-Class Counsel); *Johnson, et al. v. Walsh, et al.,* PCCP April Term, 2008, No. 2012 (Phila. Com. Pl. 2008) (appointed Co-Lead/Co-Class Counsel); *Leach v. Honeywell International, Inc.*, No. 1:14-cv-12245-LTS (D. Mass) (Plaintiffs' Discovery and Settlement Committees); *Gulbankian et al. v. MW Manufacturers, Inc.*, No. 1:10-cv-10392-RWZ (D. Mass.) (Plaintiffs' Discovery and Settlement Committees); *Eliason, et al. v. Gentek Building Products, Inc., et al.*, No. 1:10-cv-2093 (N.D. Ohio) (Plaintiffs' Executive

Committee); *Smith, et al. v. Volkswagon Group of America, Inc.*, No. 3:13-cv-00370-SMY-PMF (S.D. Ill.) (Plaintiffs' Discovery and Settlement Committees); *Melillo, et al. v. Building Products of Canada Corp.*, No. 1:12-CV-00016-JGM (D. Vt.) (appointed Co-Lead/Co-Class Counsel); *Vought, et al., v. Bank of America, et al*., No. 10-CV-2052 (C.D. Ill.) (Plaintiffs' Discovery and Settlement Committees); *United Desert Charities, et al. v. Sloan Valve, et al.*, No. 12-cv-06878 (C.D. Cal.) (Plaintiffs' Executive Committee); *Kowa, et. el. v. The Auto Club Group AKA AAA* Chicago, No. 1:11-cv-07476 (N.D. Ill.) (appointed Plaintiffs' Co-Lead/Co-Class Counsel); *Weller v. HSBC Mortgage Services, Inc.*, No. 13-cv-00185 (D. Colo.) (Plaintiffs' Discovery and Settlement Committees); *Gilmour v. HSBC Bank, N.A.*, No. 13-cv-05896 (S.D.N.Y) (Plaintiffs' Discovery and Settlement Committees); *Smith v. SunTrust Mortgage, Inc.*, No. SACH3-739-AG (C.D. Cal.) (Plaintiffs' Discovery and Settlement Committees);*George v. Uponor, Inc.*, No. 12-249 ADM/JJK (D. Minn.) (Plaintiffs' Discovery and Settlement Committees); *Yarbrough v. Martin's Famous Pastry Shoppe, Inc.*, No. 11-cv-02144-JEJ (M.D. Pa.) (appointed Plaintiffs' Co-Lead/Co-Class Counsel): *Minor v. Congoleum Corporation*, No. 3:13-cv-07727-JAP-LHG (D.N.J.) (appointed Plaintiffs' Co-Lead/Co-Class Counsel); and *In re: MF Global Holdings, Ltd. Investment Litigation*, No. 12-MD-2338 (S.D.NY) (Plaintiffs' Discovery and Settlement Committees).

In addition, Mr. Schaffer has served as member of litigation teams where Levin Sedran & Berman was appointed to leadership positions in, *inter alia*. *In re: Chinese-Manufactured Drywall Product Liability Litigation*, MDL No. 2047 (E.D. La.); *In re Pergerine Financial Group Customer Litigation*, MDL No.12-5546 (N.D. Ill.) (Plaintiffs' Discovery and Settlement Committees); *In re: Vioxx Products Liability Litigation*, MDL No. 1657 (E.D. La.); *In re: Orthopedic Bone Screw Products Liability Litigation*, MDL No. 1014 (E.D. Pa.); and *In re: Diet Drug Litigation*, MDL No. 1203 (E.D. Pa.).

Currently, Mr. Schaffer is serving as Co-Lead counsel *In re Moveit Customer Data Security Breach Litigation,* MDL 2082 (D. Mass.), Co-Lead counsel *In re: Chantix (Varenicline) Marketing, Sales Practices and Products Liability Litigation (No. II)* MDL3050 (S.D.N.Y.); Co-Lead counsel *In Re: Bank of America Unauthorized Account Opening Litigation*, No. 3:23-cv-422 (W.D.N.C.); Co-Lead counsel in *In Re: Columbia University Data Breach Litigation,* No.-cv-05541 (S.D. N.Y.); Co-Lead counsel *Hall v. Healthcare Services Group Inc.,* No. 2:25-cv-04908 (E.D. Pa.)); Co-Lead Counsel *In re Anna Jaques Hospital Data Security Incident Litigation,* No. 1:24-cv-10792 (D. Mass); discovery liaison counsel in *In re Phillips Recalled CPAP, BI-Level PAP, Mechanical Ventilator Products Liability Litigation (Phillips)*, MDL No. 3014 (W.D. Pa.), a member of Plaintiffs' Steering Committee in *In re Aqueous Film-Forming Foams Products Liability Litigation*, MDL 2873 (D.S.C), a member of Plaintiffs' Steering Committee in *In re AT&T Inc., Customer Data Breach Security Litigation*, MDL No, 3114 (N.D. Tex.), a member of Plaintiffs' Steering committee in *In re Change Healthcare, Inc. Customer Data Security Breach Litigation*, MDL 3108 (D. Minn.), and a member of Third Party Payor Discovery and Trial Committee *In Re: Valsartan Losartan and Irbesartan Products Liability Litigation*, No. 1:19-md-02875-RBK-JS (D.N.J.) and is actively participating in a number of other class actions and mass tort actions across the United States in leadership positions.

Mr. Schaffer regularly prosecutes multi-state consumer class actions involving technically complex issues and has one of the best track records in the country when it comes to developing practical damages methodologies, obtaining prompt relief for consumers victimized by defective products and unfair or deceptive practices, as well as working cooperatively with others. Through smart, efficient, strategy and tailored creative problem-solving Mr. Schaffer and Levin Sedran & Berman have recovered billions of dollars for victims of defective products, environmental disasters and unfair or deceptive practices.

In this regard, Mr. Schaffer and his firm served as liaison counsel in *In re: CertainTeed Corporation Roofing Shingle Product Liability Litigation*, MDL No. 1817 (E.D. Pa.). That case involved claims on behalf of $1.8 million homeowners who unknowingly purchased roofing shingles that were defectively designed and manufactured thereby causing premature and unreasonable deterioration, cracking, blistering, crumbling and leaking. Mr. Schaffer was instrumental in bringing about a settlement which was approved by the court and valued at between $687 to $815 million dollars. To date over $200 million dollar of benefits have been paid out and the claims period is still open. In addition, Mr. Schaffer served as Plaintiffs' Discovery and Settlement Committees in *In re: CertainTeed Siding Litigation*, MDL No. 2270 (E.D. Pa.). That case involved claims on behalf of tens of thousands of homeowners who unknowingly purchased fiber cement siding that was defectively designed, manufactured thereby causing premature and unreasonable deterioration, cracking and water protrusion. Mr. Schaffer was instrumental in bringing about a common fund settlement in the amount of $103.9 million dollars which was approved by the court. Recently, Mr. Schaffer was appointed and served as Co-Lead and Co-Class Counsel in *Segebarth v. CertainTeed LLC*, No. 19-5500 (E.D. Pa.), obtaining a national settlement on behalf of consumers with defective roofing products. The total value of the settlement benefits available to Class Members is valued at $900 million and the value of the enhanced warranty benefits to be paid out over the seven-year claims period is $99,138,852.

Mr. Schaffer also served as lead counsel in *In re: JP Morgan Modification Litigation*, MDL No. 2290 (D. Mass.). This MDL involved a class action filed across the United States all of which arose out of JP Morgan Chase's implementation of the Home Affordable Modification Program, one of the main programs designed to assist struggling homeowners in the economic downturn. In exchange for receiving billions of dollars in funds, JP Morgan Chase and many other big banks agreed to offer homeowners loan modifications pursuant to the Federal Guidelines. Numerous individuals sued JP Morgan Chase and certain other related companies claiming that Chase failed to offer them a timely and proper permanent mortgage modification after they completed trial period plans under HAMP or Chase's home own equivalent programs. Mr. Schaffer was instrumental in every phase of the litigation including settlement which culminated in a nationwide settlement under a consolidated litigation which provided a broad range of benefits to tens of thousands of homeowners. The overall value of the settlement to class members which was determined to be $506 million dollars by a former treasury department official who worked on the initial management of the Government's program.

More recently, Mr. Schaffer served as a member of the Executive Committee and Co-Chair of Third Party Discovery Committee in *In re Apple Inc. Device Performance Litigation*, MDL No. 2827 (N.D. Cal.) and was instrumental in obtaining evidence to establish Apple's liability for the throttling or slowing down consumers phones to hide performance defects and performance issues. These efforts were instrumental in achieving a nationwide common fund settlement of $310 million dollars. In *In re Wells Fargo Insurance Marketing Sales Practice Litigation*, MDL No. 2797 (C.D. Cal.) Mr. Schaffer served as a member of the Plaintiffs Executive Committee and instrumental in obtaining evidence to establish Wells Fargo unlawfully placing duplicative, unnecessary, and overpriced collateral protection policies on their customer's automobile loan accounts. A nationwide settlement in the amount of $423.5 million dollars was achieved along with business practice changes. This lawsuit alleged that Defendants unlawfully placed duplicative, unnecessary, and overpriced collateral protection insurance policies on Wells Fargo customer's automobile loan accounts. Plaintiffs alleged that as a result of Defendants' CPI placements, borrowers suffered financial harm, including wrongful charges, fees, costs, and credit damage. The settlement allowed borrowers to recoup these overpayments. Mr. Schaffer was appointed and served as Co-lead and Co-Class Counsel in *Armando Herrera, et al. v. Wells Fargo Bank, et al*., No. 8:18-cv-00332 (C.D. Cal.) and was instrumental in obtaining evidence to establish Wells Fargo unlawfully failed to repay borrowers for prepaid GAP insurance when they satisfied or paid off the auto loan prior to maturity, as required by the terms of the agreement, and charged unwarranted fees. A nationwide settlement in excess of $300 million dollars was achieved along with business practice changes.

Mr. Schaffer also served as lead counsel in *Pollard v. Remington Pollard v. Remington Arms Company*, No. 4:13-cv-00086-ODS (W.D. Mo.). That case involved claims on behalf of over one million consumers who purchased firearms equipped with a defective fire control mechanism which would allow the firearm to discharge without pulling the trigger and placing the user of the firearm as well as bystanders at a grave risk of injury and even death. Mr. Schaffer was instrumental in negotiating a nation-wide class action settlement which was approved by the district court and affirmed by the Eight Circuit Court of Appeals. The settlement allowed owners of the firearms with the defective triggers to have their trigger mechanisms retrofitted with a non-defective trigger. The district court valued the settlement to be at least $97,000,000. This settlement not only allowed the firearm owners to get the benefit of their bargain by having their guns repaired, but, it also resulted in dangerous firearms being fixed and thereby preventing accidental discharges which could injure or kill the user and/or innocent bystander.

Mr. Schaffer and Levin Sedran & Berman has also handled technically and technologically complex issues representing victims harmed by drugs, defective products, unfair trade practices, data breaches, privacy security breaches and other complex cases involving computers, phones, devices and source code. *See, e.g.*, *In re: Diet Drug Product Liability Litigation*, MDL No. 1203 (E.D. Pa.); *In re: Chinese-Manufactured Drywall Product Liability Litigation*, MDL No. 2047 (E.D. La.); *In re: The Vioxx Product Liability Litigation*, MDL No. 1657 (E.D. La.); *In re: CertainTeed Corporation Roofing Shingles Product Liability Litigation*, MDL No. 1817 (E.D. Pa.), *In re: CertainTeed Fiber Cement Siding Litigation*, MDL No: 2270 (E.D. Pa.), *Pollard v. Remington Arms Company*, No. 4:13-CV-00086-ODS (W.D. Mo.), *In re: Carrier IQ, Inc., Consumer Privacy Litigation*, No. 12-md-1330-EMC (N.D. Cal.); *Byrd v. Aaron's Inc.*, No. *11-101* (W.D. Pa.); *In re: Apple Inc. Device Performance Litigation*, MDL 2827 (N.D. Cal.) and *In re: Intel Corp. CPU Marketing, Sales Practices and Products Liability Litigation*, MDL 2828 (D. Or.).

Levin Sedran & Berman is Lead Counsel in *In re: Chinese-Manufactured Drywall Product Liability Litigation*, MDL No. 2047 (E.D. La.). Against tremendous odds and at great effort and expense, Levin Sedran along with Liaison Counsel and members of the Plaintiffs' Steering Committee, dedicated themselves for over ten years to prosecuting claims on behalf of class(es) of thousands of homeowners who had defective Chinese Drywall installed in their homes. Levin Sedran's leadership in developing innovative pleadings involving "Omni Complaints", strategic discovery, and rapid bellwether trials led to a series of inter-related settlements involving various suppliers, builders, installers, insurers, and manufacturers of Chinese Drywall valued at more than $1 Billion. Mr. Schaffer worked in conjunction with the Plaintiffs' Expert Committee to develop experts to provide the requisite foundation for their defect, causation and damages opinions. This evidence was instrumental in bringing about plaintiff verdicts in the "bellwether" trial (*Hernandez v. Knauf*, 2010 WL 1710434 (E.D. La. April 27, 2010)) which contributed to the foundation for the inter-related settlements described above. In addition, Mr. Schaffer oversaw the inspection of plaintiffs' homes in Virginia by the defendants' experts and worked with plaintiffs' experts to challenge defendants' experts' opinion that Chinese Drywall could be detected with the use of an XRF handheld measuring device. As a result, plaintiffs filed a Daubert motion and were able to preclude defendant's experts from offering such an opinion. Though the inter-related settlements described above culminated with Knauf, a German company with Chinese manufacturing subsidiaries, the remaining Chinese manufacturing defendants continue to dispute personal jurisdiction and raise other defenses to liability and damages. However, Levin Sedran, continues to spearhead the prosecution of plaintiffs' claims by overseeing the litigation as plaintiffs begin to prepare to try the individual cases which were remanded back to their home districts. These tireless efforts reflect the dedication Levin Sedran & Berman attorneys, like Mr. Schaffer apply to every case.

Mr. Schaffer has extensive experience in data breach and privacy cases, including serving as a member of leadership in *In re MoveIt Customer Data Security Breach Litigation,* MDL 3083 (D. Mass) (one of the largest data breach to date with over 100 million victims' PII and PHI compromised and impacting over 2000 entities. Mr. Schaffer was selected as one of five lead counsel after the court reviewed applications and conducted interviews of over 50 applicants); *In re AT&T Inc., Customer Data Breach Security Litigation,* MDL No, 3114 (N.D. Tex.) (data breaching involving 73 million customers PII); *In re Change Healthcare, Inc*. Customer Data Security Breach Litigation, MDL 3108 (D. Minn.) (financial, health and personal data; one of the largest data breach to date with over 100 million victims' PII and PHI compromised); *In re Target Corporation Customer Data Security Breach Litigation*, MDL 2522 (D. Minn.) (retailer compromised consumer data requiring financial institutions to issue new credit cards, settlement value $39 million settlement for plaintiff financial institutions), *Green v. Accolade, Inc*., No. 2:18-cv-00274 (E.D. Pa.) (employer data breach resulting in compromised employee PII); *Kuss v. American Home Patient, Inc.*, No. 8:18-cv-0248 (M.D. Fla.) (stolen laptops from medical provider compromised patient's medical information); *Abdelmessih v. Five Below, Inc.*, No. 2:19-cv-01487 (E.D. Pa.) (retailer data breach compromising customers' PII); *In re Hudson's Bay Company Data Security Incident Consumer Litigation*, No. 18-cv-8472 (S.D.N.Y.) (retailer data breach compromised customers' electronically-stored PII); *Hasehemi v. Bosley, Inc.*, No. 2:21-cv-00946 (C.D. Cal.) (hair restoration company compromised customers' electronically stored PII and medical and/or health information); *Culbertson v. Deloitte Consulting LLP*, No 1:20-cv-3962

(S.D.N.Y) (accounting firm as part of the Pandemic Unemployment Assistance program compromised applicants electronically stored PII); *St. James v. Partnership HealthPlan of California*, No. FCS058720 (Cal. Super. Ct.) (hospital compromised PII and medical information); *In re Overby-Seawell Company Customer Data Security Breach Litigation,* No. 1:23-md-03056 (N.D. Ga) (bank customers' PII compromised); *Holden v. Guardian Analytics, Inc.. et. al,* No. 2;23-cv-02156 (D. N.J.) (bank customers' PII compromised); *In re: NCB Mgmt. Serv., Inc. Data Breach Litig.*, No. 2:23-cv-01236 (E.D. Pa.) (bank customers' PII compromised) and *Hasson v. Comcast Cable Communications, LLC,* No. 2:23-cv-05039 (E.D. Pa.) (cable provider compromised customers' PII); *Reichbart v. Financial Business and Consumer Solutions, Inc*., No. 24-1876 (E.D. Pa.) (collection agency compromised consumers' PII and financial data); *Hulewat v. Medical Management Resource Group LLC,* No. 2:24-cv-00377 (D. Ariz) (medical provider comprised consumers' PII and PHI); *Gambino v. Berry, Dunn, McNeil & Parker, LLC,* No. 2:24-cv-00146 (D. Maine) (accounting firm compromised customers' PII and financial data); *In re Advance Auto Stores company, Incorporated, Data Breach Litigation,* No. 5:24-cv-00352 (E.D.N.C.) (retailer compromised customers PII and financial data); *Flores v. South Texas Oncology and Hematology, PLLC,* No 2024C113299 (Tex. Dist. Ct. Bexar Cty.) (medical provider comprised consumers' PII and PHI); *Covey v. Texas Retina Associates,* Cause No. DC-24-09642 (Tex. Dist. Ct. Dallas Cty.) *(*medical provider comprised consumers' PII and PHI); *Hulse v. Acadian Ambulance Service, Inc,* No. 6:24-cv-01011(W.D. La.) (medical provider comprised consumers' PII and PHI); *McNally v. Infosys McCamish Systems,* LLC, No. No. 1:24-cv-00995 (N.D. Ga.)*; C.K., et al., v. Ann & Robert H. Lurie Children's Hospital of Chicago, No. 1;24-cv-05503* (N.D. Ill.); *In re Save RX Data Breach Litigation*, No. 8;24-cv-00204 (D. Neb.) (pharmacy benefits manager compromised insurers' PII and PHI); *Pannozzi v. Deloitee Consulting, LLP,* No. 1:24-00524 (D.R.I.) (accounting firm compromised customers' PII and financial data); *Batista v. Richmond University Medical Center,* Index No. 152916/2024 (N.Y.S.C. Richmond Cty.) (medical provider compromised consumers' PII and PHI); *Volio v. Rush Street gaming LLC et. al.,* No. 2:25-cv-00039 (E.D. Pa.) (casino operator compromised customers PII and financial data); *Dimoff v. Allegheny Health Network,* No. 2:25-cv-00125 (W.D. Pa.) (medical provider comprised consumers' PII and PHI) ; *In re Anna Jaques Hospital Data Security Incident Litigation*, No. 1:24-cv-10792 (D. Mass) (medical provider comprised consumers' PII and PHI); and *Nadeau v. Onsite Mammography, LLC d/b/a Onsite Womens Health ,*No. 3:25-cv-11123 (D. Mass) (medical provider comprised consumers' PII and PHI); *In Re: Columbia University Data Breach Litigation,* No.-cv-05541 (S.D. N.Y.) (university compromised students, faculty and donors PII and PHI); *Hall v. Healthcare Services Group Inc.,* No. 2:25-cv-04908 (E.D. Pa.) (medical provider comprised consumers' PII and PHI); *Ding v. New York University,* No. 1;25-cv-02416 (S.D.N.Y.) (university compromised students, faculty and donors PII and PHI).

In addition, Mr. Schaffer has served in many other data breaches as a member of a litigation team assisting leadership in the prosecution of the class actions. *E.g.*, *In re Wawa, Inc., Data Breach Litigation*, No. 19-6019 (E.D. Pa.) (convenience store conglomerate compromised consumer credit card information requiring financial institutions to issue new credit cards, served as co-chair of third-party discovery committee for financial track); *Smallman v. MGM Resorts International*, No. 2:20-cv-00376 (D. Nev.) (casino compromised customers PII, serving on third party discovery and deposition committee); *In re Tenet Healthcare Corporation Data Breach Litigation*, No. DC-22-07513 (Tex. Cty. Ct.) (hospital compromised patients' PII and medical information, serving as member of discovery and law and briefing committees); *Christiansen v. Parker Hanifin Corporation*, No. 1:22-cv-835 (N.D. Ohio) (engineering company compromised employees' and job applicants' PII, serving as member of discovery and law and briefing committees); *Masters v. Gateway Rehabilitation Center, Inc.*, No. 22-14713 (Pa. Ct. Com. Pl.) (medical provider compromised patients' PII and medical information, serving as member of discovery and law and briefing committees); *In Re: Goodman Campbell Brain and Spine Data Incident Litig.*, No. 49D01-2207-PL-024807 (Ind. Super. Ct.) (medical provider compromised patients' PII and medical information, serving as member of discovery and law and briefing committees); *In re MCG Health Data Security Issue Litigation*, No. 2:22-CV-849 (W.D. Wash.) (medical provider compromised patients' PII and medical information, serving as member of discovery and law and briefing committees); *In re Marriot International Customer Data Security Breach Litigation*, MDL No. 2879 (D. Mass.) (hotel conglomerate compromised consumers PII, served as member of plaintiffs' screening or vetting committee and assisted leadership in vetting plaintiffs for inclusion in the consolidated amended complaint as wells as assisting with discovery); *In re Capital One Consumer Data Security Data Breech*, MDL No. 2915 (E.D. Va.) (credit card company compromised consumer PII, served as member of discovery committee); *In re Rutters Data Security Breach Litigation*, No. 1:20-cv-00382 (M.D. Pa.) (convenience store conglomerate compromised consumer PII, assisted lead counsel with law and briefing and discovery). Levin Sedran also has experience in other privacy cases, including serving as Co-lead counsel in *Bryd v. Aaron's Inc.*, No. 11-101 (W.D. Pa.), and *Peterson v. Aaron's Inc.*, No. 1-14-cv-1919 (N.D. Ga.) (where defendant placed spyware o n rental computers), and on the Executive Committee in *In re Carrier IQ, Inc., Consumer Privacy Litigation*, No. 12-md-1330 (N.D. Cal.) (where defendant placed software on mobile devices). Mr. Schaffer is actively participating in a number of other data breach class actions across the United States in leadership positions and or as a member of litigation team assisting leadership in the prosecution of the class actions.

In addition to representing consumers, Mr. Schaffer has also represented victims of pollution, contamination and other toxic exposures. *In Re Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2873 (D.S.C.) (executive committee) (settlements valued in excess of $12 billion); *In re East Palestine, Train Derailment, Meneghin*, No. 4:23-cv-00242 (N.D.OH.) (executive committee); *Meneghin v. The Exxon Mobile Corporation, et al.*, No. OCN-002697-07 (N.J. Super. Ct., Ocean County) (Plaintiffs' Co-lead Counsel); *Johnson, et al. v. Walsh, et al.,* PCCP April Term, 2008, No. 2012 (Phila. Com. Pl.) (Plaintiffs' Co-Lead Counsel). As lead counsel in *Meneghin v. Exxon Mobil Corporation, et al.,* Mr. Schaffer successfully opposed Exxon Mobil's *Daubert* challenges to Plaintiffs' liability and damage experts and obtained certification of a class of property owners whose properties were contaminated with constituents from gasoline (benzene). The contamination was a result of a discharge of gasoline from underground storage tanks which led to ground water contamination and contamination of the properties. Thereafter, Mr. Schaffer negotiated a multi-million-dollar class action settlement on behalf of all property owners in the vicinity of the Exxon Mobil gas station. This was the first class-action settlement for property contamination entered into by Exxon Mobil.

These cases are just a few examples of the complex class-action cases that Mr. Schaffer along with Levin Sedran & Berman led to a successful outcome.

Along with his class action and mass tort experience, Mr. Schaffer has a LLM in Trial Advocacy and has extensive experience prosecuting complex individual actions on behalf of injured individuals in products liability, medical negligence and drug and medical device actions. He has served as Lead Counsel in these matters and successfully tried cases to jury verdicts.

In recognition of his accomplishments, Mr. Schaffer has achieved and maintained an AV Martindale-Hubbell rating and is recognized by his peers as a Super Lawyer. Mr. Schaffer speaks nationally on a multitude of topics relating to class actions and complex litigation.

AUSTIN B. COHEN
Member

AUSTIN B. COHEN, a native of West Islip, New York, received a BA in Economics and History from the University of Pennsylvania in 1990. He received a JD, cum laude, from the University of Pittsburgh School of Law in 1996. During law school, he interned for the Honorable Lowell Reed (E.D. Pa.) June – August, 1995. He also served as an Executive Editor and Associate Editor for the University of Pittsburgh Journal of Law and Commerce and was a finalist in the Murray S. Love Trial Moot Court Competition.

On April 12, 2019, Mr. Cohen was appointed Co-Lead Counsel in *Sutton v. Hoffman La Roche, Inc.*, ES-L-008724-14 (N.J. Super.), representing a class of homeowners adjacent to Roche's former New Jersey manufacturing facilities in an environmental claim seeking to recover diminished property values as a result of pollution emanating from Roche's property. Mr. Cohen successfully argued for class certification before the trial court and, on interlocutory appeal, before the appellate court. The New Jersey Supreme Court recently rejected defendants' motion for interlocutory review.

Mr. Cohen is presently representing several large ethanol producers asserting, among other things, a Sherman Act Section 2 damages claim due to a cross-market manipulation scheme implemented by defendant Archer Daniels Midland Company involving the U.S. market for ethanol and ethanol derivatives. previously Mr. Cohen served as counsel for a New England electricity wholesaler who brought a Section 2 market manipulation claim against two New England energy companies.

Mr. Cohen's work has focused on all aspects of class litigation. Cases he has worked on include:

- *In re: Air Cargo Shipping Services Antitrust Litigation*, MDL 1775 (E.D.N.Y.) (representing class of shippers alleging international air cargo carriers conspired to fix prices and surcharges. Levin Sedran & Berman served as Co-Lead Counsel. Settlements exceeded $1.25 billion);

- *In re: Electrical Carbon Products Antitrust Litigation*, MDL (D.N.J.) (representing class of purchasers alleging electrical carbon products manufacturers agreed to horizontal price fixing and customer allocation. Levin Sedran & Berman served as Co-Lead Counsel);

- *In re: Graphite Electrodes Litigation*, MDL No. 1244 (E.D. Pa.) (representing class of purchasers alleging manufacturers of graphite components used for steel manufacturing agreed to horizontal price fixing. Levin Sedran & Berman served as Co-Lead Counsel. Settlements totaled $133.5 million, representing 100% of actual damages);

- *In re: Potash Antitrust Litigation*, MDL 1996 (N.D. Ill. and 7th Cir.) (representing class of potash customers alleging horizontal conspiracy among mining companies to fix prices and restrict output. Levin Sedran & Berman worked with lead counsel and focused on obtaining jurisdiction over foreign entities and interpretation of the Foreign Trade Antitrust Improvement Act);

- *In re: Target Corporation Customer Data Security Breach Litigation*, MDL 2522 (D. Minn.) (representing class of financial institutions seeking to recover costs due to Target Corporation's failure to implement proper data security protocols. Levin Sedran & Berman worked with lead counsel and focused on establishing proper standard of care and calculation of appropriate damages).

Mr. Cohen has written published articles regarding the admissibility of subsequent remedial modifications in products liability litigation (68 Pa. B.A.Q. 93), the enforceability of litigation confidentiality agreements (71 Pa. B.A.Q. 93), and federal tax issues related to the tax-exempt financing of University sponsored research facilities (23 The Exempt Organization Tax Review 445).

Mr. Cohen has been rated as a Pennsylvania antitrust "Super Lawyer" and is AV Peer Review rated by Martindale Hubble.

Mr. Cohen is admitted to practice in the Commonwealth of Pennsylvania and the State of New Jersey, as well as the U.S. District Courts for the Eastern and Western Districts of Pennsylvania and the Central District of Illinois.

MICHAEL M. WEINKOWITZ
Member

MICHAEL M. WEINKOWITZ has substantial professional experience in complex product liability cases involving pharmaceuticals, medical devices and other consumer products. He has served as Court-appointed Executive, Steering or major committee member in mass tort litigations, including, by way of example:

- *In Re: Juul Labs, Inc., Marketing, Sales Practices, and Prod. Liab.*, MDL 2913 (N.D. Cal.): appointed to Plaintiffs Steering Committee and Law and Briefing Chair;
- *In re Xarelto Prod. Liab Litig*., MDL 2592 (E.D. La.); appointed to serve on Discovery Committee, Federal/State Committee, Bellwether trial teams and Settlement Committee and Fee Committee. Served as Plaintiffs' Liaison counsel in the consolidated mass tort litigation in Pennsylvania, *In re Xarelto Prod. Liab. Litig.*, Jan. Term 2015, No. 2349 (First Judicial District of Pennsylvania).
- *In re Tylenol Marketing, Sales Practices and Prod. Liab. Litig.*, MDL 2436 (E.D. Pa.): served as Liaison Counsel and Chair of both the Discovery and Law and Briefing Committees and a member of the settlement team that negotiated the global settlement that was reached).
- *In re YAZ Prod. Liab Litig*, MDL 2100 (S.D. Ill.): served as a member of the Discovery Committee. Court appointed Plaintiffs' Liaison Counsel in the consolidated mass tort action in Pennsylvania, *In re Yaz/Yasmin/Ocella Prod. Liab. Litig*, Sept. Term 2009, No. 1307 (First Judicial District of Pennsylvania); member of the Settlement Committee that negotiated and implemented global settlements.
- *In re Pradaxa Prod. Liab. Litig*, MDL 2384 (S.D. Ill.): appointed to Plaintiffs' Steering Committee.
- *In re Johnson and Johnson Talcum Powder Products Marketing, Sales Practices and Prod. Liab. Litig*. MDL 2738 (D.N.J.): member of the Law and Briefing Committee.
- *In re Fresenius Granuflo/Naturalyte Dialysate Prod. Liab. Litig.* MDL 2428 (D. Mass): co-chair of the Discovery Committee.
- *In re Vioxx Prod. Liab. Litig*, MDL No. 1657 (E.D. La.): member of the Science Committee and the Joint Defense and Plaintiff Review Settlement Subcommittee.
- *In re Phenylpropanolamine (PPA) Prod. Liab. Litig*, MDL 1407 (W.D. Wash.): member of the Discovery Committee.

In addition to being a member of the various court committees noted above, he has represented those injured by the various drugs and medical devices in those cases, including JUUL, Talcum Powder, Xarelto, Pradaxa, Tylenol, Yaz/Yasmin, Hip Implants, Diethylstilbestrol (DES), Ortho Evra Birth Control Patch, Vioxx/Bextra/Celebrex, Fosamax, Digitek, Actos, and Cough Cold and Diet Medications containing Phenylpropanolamine (PPA).

He is a frequent seminar instructor and lecturer in the area of mass torts. He was selected Pennsylvania Rising Star – Super Lawyers, in 2005 and in 2009-2020 as a Pennsylvania Super-Lawyer. He is Advisory Board member, LexisNexis Practice Guide(s): Pennsylvania Civil Pre-Trial Practice, and Pennsylvania Civil Trial Practice, 2017 Editions.

Michael was born in Wilmington, Delaware. He graduated from West Virginia University (B.A., *magna cum laude,* 1991) and Temple University, School of Law (J.D., *cum laude*, 1995).

Michael is licensed to practice in Pennsylvania, New Jersey and New York. He is admitted to the United States District Courts, Eastern District of Pennsylvania, the District of New Jersey, the Eastern and Southern Districts of New York and United States Court of Appeals for the Third Circuit.

KEITH J. VERRIER
Member

KEITH J. VERRIER concentrates his practice on complex class action litigation with a focus on antitrust, consumer fraud, environmental contamination and data security breach cases. His clients include large and small businesses as well as individuals seeking compensation for price-fixing, monopolization, and other wrongdoing. He has experience in all aspects of litigation and has assisted in obtaining significant recoveries in courts throughout the United States. For his work, Mr. Verrier was named a "Rising Star" in 2008 and 2010 and recognized by Super Lawyers as a top attorney in antitrust in 2015, 2016, 2017, 2018, 2019, 2020 and 2021.

Mr. Verrier graduated *magna cum laude* from Temple University School of Law where he was a member of the Law Review. Following law school, he served as a judicial clerk for the Honorable Herbert J. Hutton on the United States District Court for the Eastern District of Pennsylvania. Earlier in his career, Mr. Verrier practiced at a large national law firm where he represented clients in a variety of complex commercial litigation matters and at a nationally-recognized boutique law firm specializing in antitrust class actions.

Throughout his career, Mr. Verrier has been involved in a wide range of diverse and complex litigation. The following are representative of the types of matters in which he has been involved:

- *United Wisconsin Grain Producers LLC v. Archer Daniels Midland*, No. 20-cv-2314 (C.D. Ill.) - Representing a group of large ethanol producers asserting claims for damages arising from an alleged cross-market manipulation scheme implemented by defendant Archer Daniels Midland Company involving the U.S. market for ethanol and ethanol derivatives in violation of, among other things, Section 2 of the Sherman Act.

- *In re: Air Cargo Shipping Services Antitrust Litigation* – Represented a class of shippers alleging international air cargo carriers conspired to fix prices and surcharges. Levin Sedran & Berman served as Co-Lead Counsel. (Over $1.25 billion in settlements).

- *In re Chinese-Manufactured Drywall Products Liability Litigation* – Prosecuted class action and mass tort on behalf of homeowners whose homes contain defective drywall. Levin Sedran & Berman served as Lead Counsel. A settlement with the German defendant provided full remediation for affected homeowners (valued at over $1.1 billion) and settlement with the Chinese defendant provided $248 million to members of the settlement class.

- *In re: Target Corporation Customer Data Security Breach Litigation* – Represented a class of financial institutions seeking to recover costs due to Target Corporation's failure to implement proper data security protocols. Levin Sedran & Berman worked with lead counsel and focused on establishing proper standard of care and calculation of appropriate damages. ($39 million settlement).

- *In re: Automotive Parts Antitrust Litigation* – Representing a class of car purchasers seeking damages arising from alleged price-fixing conspiracies as to various automotive parts that are components of new motor vehicles. Levin Sedran & Berman worked with co-lead counsel on briefing and discovery matters. (Over $200 million in settlements to date).

- *In re: Mushroom Direct Purchaser Antitrust Litigation* – Defended a cooperative of mushroom growers against allegations of, *inter alia*, price fixing, supply control and monopolization brought under Sections 1 and 2 of the Sherman Act.

- *Johnson Matthey, Inc. v. Research Corp.* – Represented one of the world's largest fabricators and distributors of platinum group metals involving complex pharmaceutical development and licensing issues.

- *Chester County Hospital v. Independence Blue Cross* – Represented a community hospital in an antitrust matter involving the largest health maintenance organization (HMO) in the country.

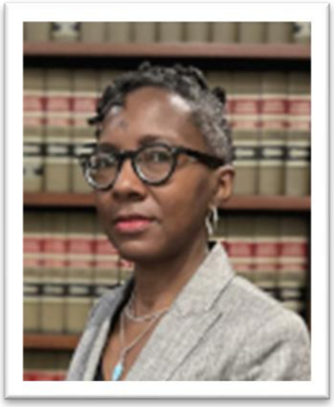
Mr. Verrier is admitted to practice in the Commonwealth of Pennsylvania and the State of New Jersey; in the U.S. District Courts for the Eastern District of Pennsylvania, the District of New Jersey, and the Central District of Illinois; and in the United States Court of Appeals for the Third Circuit.

NICHOLAS J. ELIA
Associate

NICHOLAS J. ELIA graduated from The Pennsylvania State University (B.S. Finance and Economics, 2014) and Temple University James E. Beasley School of Law (J.D., 2018). In law school, Mr. Elia was a member of the Temple International and Comparative Law Journal, he focused his coursework on complex civil litigation and antitrust law, and he interned with the Federal Labor Relations Authority, Securities and Exchange Commission, and the American Antitrust Institute.

Mr. Elia is admitted to practice in the Commonwealth of Pennsylvania and the Eastern District of Pennsylvania.

ZANETTA MOORE-DRIGGERS
Associate



ZANETTA MOORE-DRIGGERS concentrates her practice on class action litigation with a focus on consumer fraud and products liability. She graduated from Howard University School of Law, where she was a member of the Howard Law Journal. Following law school, she practiced at a large regional law firm in Philadelphia and worked in the Third Circuit Staff Attorney's Office.

Zanetta is licensed to practice in Pennsylvania. She is admitted to the United States District Court, Eastern District of Pennsylvania, and the United States Court of Appeals for the Third Circuit.

ALICIA B. ARMSTRONG
Associate

ALICIA B. ARMSTRONG graduated from Penn State Law, University Park in 2023. During law school, Ms. Armstrong externed for the Honorable Kim R. Gibson of the U.S. District Court for the Western District of Pennsylvania and represented indigent defendants as a certified legal intern. Ms. Armstrong was also involved in the Penn State Law Review as an Articles Editor, served as Chief Justice of the Student Bar Association, and captained the National Mock Trial Team. At graduation, Ms. Armstrong was recognized for her trial advocacy, oral advocacy, and brief-writing skills by being inducted into The Order of Barristers.

CAROLINE J. BOJARSKI
Associate

CAROLINE J. BOJARSKI graduated from Temple University Beasley School of Law, magna cum laude, in 2021. She had earned a 3-year merit scholarship for her attendance ("Beasley Scholarship"). She was also a teaching assistant at Temple during her spring 2021 semester. Following law school, she practiced for several years at a mid-sized law firm in Philadelphia, handling a variety of civil litigation matters from complex commercial litigation to employment discrimination cases. Ms. Bojarski has appeared in both state and federal courts and is admitted to practice in Pennsylvania and New Jersey as well as in the United States District Court for the Eastern District of Pennsylvania. She currently assists in the representation of plaintiffs in Class Actions and Multi-District Litigation cases as well as individual litigation.

SANDRA L. DUGGAN
Of Counsel

SANDRA L. DUGGAN is a native of St. Louis and she graduated from Washington University with Phi Beta Kappa. Having earned a J.D. degree from Columbia University School of Law, Ms. Duggan was admitted to the bar in 1986. Since moving to Philadelphia in 1989, Ms. Duggan has focused her practice on class action and multi-district litigation.

She has served as a member of the Plaintiffs' Executive Committee in the national asbestos property damage class action, *Prince George Center, Inc. v. U.S. Gypsum* (Pa. Ct. Com. Pl., Phila. Cty.), and she is counsel for class plaintiffs in the Title IX discrimination suit, *Cohen v. Brown University*, (D.R.I.). Ms. Duggan has worked on *In re: School Asbestos Litig.*, (E.D. Pa.); Asbestos Claimants Committees in Celotex and National Gypsum Chapter 11 bankruptcies; *In re: Orthopedic Bone Screw Prods. Liab. Litig.*, MDL 1014 (E.D. Pa.); *Diet Drugs Litigation*, MDL 1203 (E.D. Pa.); *In re: EXXON VALDEZ*; *In re: Chinese-Manufactured Drywall Prods. Liab. Litig.*, MDL 2047 (E.D. La.); *In re: VIOXX Prods. Liab. Litig.*, MDL 1657 (E.D. La.), and other securities fraud, shareholder and property damage class actions in federal and state courts. She assisted Co-Lead Counsel and Subclass Counsel with negotiating the class settlement in *In re National Football League Players' Concussion Litig.*, MDL No. 2323 (E.D. Pa.).

In 2022, Ms. Duggan was appointed by the Honorable Joy Flowers Conti to serve as Plaintiffs' Co-Lead Counsel in *In re Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Prod. Litig.*, MDL 3014 (W.D. Pa.). On October 10, 2023, a class settlement of economic loss claims was preliminarily approved.

In 2019, Ms. Duggan negotiated a global class settlement with the Chinese manufacturers in the *Chinese Drywall Litigation*. *See In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, MDL 2047, 424 F. Supp. 3d 456 (E.D. La. 2020). She was appointed by the Honorable Eldon E. Fallon to serve as Class Counsel for Plaintiffs in the Global Settlement and she also served as Chair of the Fee Allocation Committee in that case.

In 2015, Ms. Duggan was appointed by the Honorable Carl J. Barbier to serve as Special Counsel to the Plaintiffs' Fee and Cost Committee in the BP Oil Spill Litigation, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL 2179 (E.D. La.).

Ms. Duggan served as a class action expert in *In re "Non-Filing" Insurance Fee Litig.*, MDL 1130 (M.D. Ala.). She was a contributing author and editor of the Third Edition of Herbert Newberg, *Newberg on Class Actions* (3d ed. 1992), and she earned a Public Justice Achievement Award in July 1999 from Public Justice for her work on the Brown University Title IX Litigation.

Ms. Duggan is admitted to practice in the Commonwealth of Pennsylvania, the U.S. District Courts for the Eastern District of Pennsylvania and the Southern and Eastern Districts of New York, the U.S. Court of Appeals for the Third Circuit, and the United States Supreme Court.

Ms. Duggan is Mexican American. She is fluent in Spanish.

TOM SHRACK
Information Technology Manager

Tom Shrack has been managing information technology and litigation technology projects for over thirty years. He has been the IT Manager at Levin Sedran & Berman LLP since 2003 and has assisted the firm's attorneys with many large litigation projects. He frequently works with the attorneys and staff at other firms to facilitate collaboration on projects and has extensive experience with the litigation-specific platforms and most other tools used in case preparation. Mr. Shrack often assists with document management, data analysis and presentation, court filing preparation, exhibit creation and management, and various other needs that arise in litigation.

SUCCESSFULLY LITIGATED CLASS CASES

Examples of the firm successfully litigated class action cases include the following: *James J. and Linda J. Holmes v. Penn Security Bank and Trust Co.*, U.S.D.C., Middle District of Pennsylvania No. 80-0747; *In re: Glassine & Greaseproof Antitrust Litigation*, MDL 475, U.S.D.C., Eastern District of Pennsylvania; *In re: First Pennsylvania Securities Litigation*, No. 80-1643, U.S.D.C., Eastern District of Pennsylvania; *In re: Caesars World Shareholder Litigation*, No. MDL 496 (J.P. MDL); *In re: Standard Screws Antitrust Litigation*, No. MDL 443, U.S.D.C., Eastern District of Pennsylvania; *In re: Electric Weld Steel Tubing Antitrust Litigation - II*, No. 83-0163, U.S.D.C., Eastern District of Pennsylvania; *Leroy G. Meshel v. Nutri-Systems, Inc.*, U.S.D.C., Eastern District of Pennsylvania, No. 83-1440; *In re: Corrugated Container Antitrust Litigation*, U.S.D.C., Southern District of Texas, Houston Division, MDL 310; *In re: Three Mile Island Litigation*, U.S.D.C., Middle District of Pennsylvania, No. 79-0432; *Township of Susquehanna v. GPU*, U.S.D.C., Middle District of Pennsylvania, No. 81-0437 (a Three Mile Island case); *Donald A. Stibitz v. General Public Utilities Corporation*, No. 654 S 1985 (C.P. Dauphin County, Pa.) (a Three Mile Island case); *Raymond F. Wehner v. Syntex Corporation and Syntex (U.S.A.) Inc.*, No. C-85-20383(SW) (N.D. Cal.) (first Superfund Class Action ever certified); *In re: Dun & Bradstreet Credit Services Customer Litigation*, U.S.D.C., Southern District of Ohio, Civil Action Nos. C-1-89-026, 89-051, 89-2245, 89-3994, 89-408; *Malcolm Weiss v. York Hospital*, U.S.D.C., Middle District of Pennsylvania, No. 80-0134; *In re: Ramada Inns Securities Litigation*, U.S.D.C., District of Delaware, No. 81-456; *In re: Playboy Securities Litigation*, Court of Chancery, State of Delaware, New Castle County, No. 6806 and 6872; *In re: Oak Industries Securities Litigation*, U.S.D.C., Southern District of California, No. 83-0537-G(M); *Dixie Brewing Co., Inc. v. John Barth*, U.S.D.C., Eastern District of Pennsylvania, No. 84-4112; *In re: Warner Communications Securities Litigation*, U.S.D.C., Southern District of New York, No. 82-CV-8288; *In re: Baldwin United Corporation Litigation*, U.S.D.C., Southern District of New York, MDL No. 581; *Zucker Associates, Inc. v. William C. Tallman and Public Service Company of New Hampshire*, U.S.D.C., District of New Hampshire, No. C86-52-D; *In re: Shopping Carts Antitrust Litigation*, MDL 451, Southern District of New York; *Charal v. Andes*, No. 77-1725; *Hubner v. Andes*, No. 78-1610 U.S.D.C., Eastern District of Pennsylvania; *In re: PetroLewis Securities Litigation*, 84-C-326, U.S.D.C., District of Colorado; *Gentry v. C & D Oil Co.*, 102 F.R.D. 490 (W.D. Ark. 1984); *In re: Hops Antitrust Litigation*, No. 84-4112, U.S.D.C., Eastern District of Pennsylvania; *In re: North Atlantic Air Travel Antitrust Litigation*, No. 84-1013, U.S.D.C., District of Columbia; *Continental/Midlantic Securities Litigation*, No. 86-6872, U.S.D.C., Eastern District of Pennsylvania; *In re: Fiddler's Woods Bondholders Litigation*, No. 83-2340 (E.D. Pa.) (Newcomer, J.); *Fisher Brothers v. Cambridge-Lee Industries, Inc*, No. 82-4941, U.S.D.C., Eastern District of Pennsylvania; *Silver Diversified Ventures Limited Money Purchase Pension Plan v. Barrow*, No. B-86-1520-CA (E.D. Tex.) (*Gulf States Utilities Securities Litigation*); *In re: First Jersey Securities Litigation*, No. 85-6059 (E.D. Pa.); *In re: Crocker Shareholder Litigation*, Cons. No. 7405, Court of Chancery, State of Delaware, New Castle County; *Mario Zacharjasz v. The Lomas and Nettleton Co.*, No. 87-4303, U.S.D.C., Eastern District of Pennsylvania; *In re: People Express Securities Litigation*, No. 86-2497, U.S.D.C., District of New Jersey; *In re: Duquesne Light Shareholder Litigation*, No. 86-1046 U.S.D.C., Western District of Pennsylvania (Ziegler, J.); *In re: Western Union Securities Litigation*, No. 84-5092 (JFG), U.S.D.C., District of New Jersey; *In re: TSO Financial Litigation*, No. 87-7903, U.S.D.C., Eastern District of Pennsylvania; *Kallus v. General Host*, No. B-87-160, U.S.D.C., District of Connecticut; *Staub v. Outdoor World Corp.*, C.P. Lancaster County, No. 2872-1984; *Jaroslawicz v. Englehard Corp.*, U.S.D.C., District of New Jersey, No. 84-3641F; *In re: Boardwalk Marketplace Securities Litigation*, U.S.D.C., District of Connecticut, MDL 712 (WWE); *In re: Goldome Securities Litigation*, U.S.D.C., Southern District of New York, No. 88-Civ-4765; *In re: Ashland Oil Spill Litigation*, U.S.D.C., Western District of Pennsylvania, No. M-14670; *Rosenfeld v. Collins & Aikman Corp.*, U.S.D.C., Eastern District of Pennsylvania, No. 87-2529; *Gross v. The Hertz Corporation*, U.S.D.C., Eastern District of Pennsylvania, Master File, No. 88-661; *In re: Collision Near Chase, Maryland on January 4, 1987 Litigation*, U.S.D.C., District of Maryland, MDL 728; *In re: Texas International Securities Litigation*, U.S.D.C., Western District of Oklahoma, MDL No. 604, 84 Civ. 366-R; *In re: Chain Link Fence Antitrust Litigation*, U.S.D.C., District of Maryland, No. CLF-1; *In re: Winchell's Donut House, L.P. Securities Litigation*, Court of Chancery of the State of Delaware, New Castle County, Consolidated No. 9478; *Bruce D. Desfor v. National Housing Ministries*, U.S.D.C., Eastern District of Pennsylvania, No. 84-1562; *Cumberland Farms, Inc. v. Browning-Ferris Industries, Inc.*, U.S.D.C., Eastern District of Pennsylvania, No. 87-3717; *In re: SmithKline Beckman Corp. Securities Litigation*, U.S.D.C., Eastern District of Pennsylvania, No. 88-7474; *In re: SmithKline Beecham Shareholders Litigation*, Court of Common Pleas, Phila. County, No. 2303; *In re: First Fidelity Bancorporation Securities Litigation*, U.S.D.C., District of New Jersey, No. 88-5297 (HLS); *In re: Qintex Securities Litigation*, U.S.D.C., Central District of California, No. CV-89-6182; *In re: Sunrise Securities Litigation*, U.S.D.C., Eastern District of Pennsylvania, MDL 655; *David Stein v. James C. Marshall*, U.S.D.C., District of Arizona, No. Civ. 89-66 (PHX-CAM); *Residential Resources Securities Litigation*, No. 89-0066 (D. Ariz.); *In re: Home Shopping Network Securities Litigation -- Action I (Consolidated Actions)*, No. 87-428-CIV-T-13A (M.D. Fla.); *In re: Kay Jewelers Securities Litigation*, Civ. Action Nos. 90-1663-A through 90-1667A (E.D. Va.); *In re: Rohm & Haas Litigation*, Master File No. 89-2724 (Coordinated) (E.D. Pa.); *In re: O'Brien Energy Securities Litigation*, No. 89-8089 (E.D. Pa.); *In re: Richard J. Dennis & Co. Litigation*, No. 88-Civ-8928 (MP) (S.D.N.Y.); *In re: Mack Trucks Securities Litigation*, Consolidated No. 90-4467 (E.D. Pa.); *In re: Digital Sound Corp., Securities Litigation*, No. 90-3533-MRP (BX) (C.D. Cal.); *In re: Philips N.V. Securities Litigation*, No. 90-Civ.-3044 (RPP) (S.D.N.Y.); *In re: Frank B. Hall & Co., Inc. Securities Litigation*, No. 86-Civ.-2698 (CLB) (S.D.N.Y.); *In re: Genentech, Inc. Securities Litigation*, No. C-88-4038-DLJ (N.D. Cal.); *Richard Friedman v. Northville Industries Corp.*, Supreme Court of New York, Suffolk County, No. 88-2085; *Benjamin Fishbein v. Resorts International, Inc.*, No. 89 Civ.6043(MGC) (S.D.N.Y.); *In re: Avon Products, Inc. Securities Litigation*, No. 89 Civ. 6216 (MEL) (S.D.N.Y.); *In re: Chase Manhattan Securities Litigation*, No. 90 Civ. 6092 (LJF) (S.D.N.Y.); *In re: FPL Group Consolidated Litigation*, No. 90-8461 Civ. Nesbitt (S.D. Fla.); *Daniel Hwang v. Smith Corona Corp.,* Consolidated No. B89-450 (TFGD) (D. Ct.); *In re: Lomas Financial Corp. Securities Litigation*, No. CA-3-89-1962-G (N.D. Tex.); *In re: Tonka Corp. Securities Litigation*, Consolidated No. 4-90-2 (D. Minn.); *In re: Unisys Securities Litigation*, No. 89-1179 (E.D. Pa.); *In re: Alcolac Inc. Litigation*, No. CV490-261 (Cir. Ct. Saline Cty. Marshall, Missouri); *In re: Clozapine Antitrust Litigation*, No. MDL874 (N.D. Ill.); *In re: Jiffy Lube Securities Litigation*, No. JHY-89-1939 (D. Md.); *In re: Beverly Enterprises Securities Litigation*, No. CV-88-01189 RSWL (Tex.) [Central District CA]; *In re: Kenbee Limited Partnerships Litigation*, CV-91-2174 (GEB)

(D.N.J.); *Greentree v. Procter & Gamble Co.*, No. 6309, April Term 1991 (Pa. Ct. Com. Pl., Phila. Cty.); *Moise Katz v. Donald A. Pels and Lin Broadcasting Corp.*, No. 90 Civ. 7787 (KTD) (S.D.N.Y.); *In re: Airlines Antitrust Litigation*, MDL No. 861 (N.D. GA.); *Fulton, Mehring & Hauser Co., Inc. v. The Stanley Works*, No. 90-0987-C(5) (E.D. Mo.); *In re: Mortgage Realty Trust Securities Litigation*, No. 90-1848 (E.D. Pa.); *Benjamin and Colby v. Bankeast Corp.*, No. C-90-38-D (D.N.H.); *In re: Royce Laboratories, Inc. Securities Litigation*, No. 920923-Civ-Moore (S.D. Fla.); *In re: United Telecommunications, Inc. Securities Litigation*, No. 90-2251-0 (D. Kan.); *In re: U.S. Bioscience Securities Litigation*, No. 92-678 (E.D. Pa.); *In re: Bolar Pharmaceutical Co., Inc. Securities Litigation*, No. 89 Civ. 17 (E.D.N.Y.); *In re: PNC Securities Litigation*, No. 90-592 (W.D. Pa.); *Raymond Snyder v. Oneok, Inc.*, No. 88-C-1500-E (N.D. Okla.); *In re: Public Service Company of New Mexico*, No. 91-0536M (S.D. Cal.); *In re: First Republic Bank Securities Litigation*, No. CA3-88-0641-H (N.D. Tex, Dallas Division); and *In re: First Executive Corp. Securities Litigation*, No. CV-89-7135 DT (C.D. Cal.).

EXHIBIT 5

SCOTT + SCOTT

FIRM RESUME

www.scott-scott.com

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Scott+Scott specializes in the investigation and prosecution of complex actions across the globe— recovering billions for its clients. The Firm has extensive experience litigating securities fraud, antitrust, consumer and other complex cases, and is a pioneer in structured finance monitoring for client portfolios. We represent individual, institutional, and multinational clients in the US, UK, and EU courts, offering a one-stop shop for international recoupment.

THE FIRM

Scott+Scott was founded in 1975 and began its securities litigation practice in 1997. The Firm has since grown into one of the most respected U.S.-based law firms specializing in the investigation and prosecution of complex securities, antitrust and other commercial actions in both the United States and Europe. Today, the Firm is comprised of more than 200 team members, including more than 140 attorneys supported by a seasoned staff of paralegals, IT and document management professionals, financial analysts, and in-house investigators.

Scott+Scott's largest offices are in New York, N.Y. and San Diego, C.A., with additional U.S. offices located in Connecticut, Delaware, Nebraska, Ohio, Texas, and Virginia. The Firm's European offices are currently located in London, Amsterdam, and Berlin and the Firm's Canadian office is located in Montreal.

Scott+Scott has extensive experience litigating cases on behalf of our institutional and individual clients throughout the United States, having served as court-appointed lead or co-lead counsel in numerous securities, antitrust, and consumer class actions, as well derivative and other complex proceedings, in both state and federal courts. The Firm also represents large investors and numerous corporations in commercial and other litigation in courts within the European Union (EU) and the United Kingdom.

Scott+Scott's attorneys are recognized experts and leaders in complex litigation and corporate governance. They have been regular speakers on CLE panels as well as at institutional investor educational conferences around the world and before boards of directors and trustees responsible for managing institutional investments. Scott+Scott attorneys educate institutional investors and governmental entities on the importance of fulfilling fiduciary obligations through the adoption of appropriate asset recovery services, as well as through the development and enforcement of corporate governance initiatives. The Firm's vast experience in structured debt financial litigation has also enabled us to provide clients with in-depth monitoring of their structured finance products, which often come with substantial undisclosed risks due to investors' limited ability to assess what they are acquiring. The Firm also has experience evaluating and monitoring for our clients' debt and debentures originating from private placements and non-public companies, including municipal bonds and derivatives.

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CONSUMER PRACTICE GROUP

Scott+Scott's Consumer Practice Group consists of some of the premier advocates in the area of consumer protection and has litigated and secured some of the most significant consumer protection settlements on behalf of its clients, resulting in hundreds of millions of dollars in compensation to class members. The Firm's Consumer Practice Group has attorneys dedicated to three primary areas: Data Breach/Data Privacy Litigation, Insurance and Pharmaceutical Litigation, and Consumer Protection Litigation.

DATA BREACH/DATA PRIVACY

Scott+Scott has extensive experience litigating data privacy and data breach class actions, advancing cutting-edge legal theories. The Firm has achieved some of the largest recoveries in this area and currently serves in a leadership capacity in a number of data privacy and data breach class actions, including:

- *Lopez v. Apple Inc.*, No. 4:19-cv-04577 (N.D. Cal.) ($95 million settlement on behalf of class of consumers and their minor children alleging privacy violations by Apple through its Siri application);

- *In re Equifax, Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-02800 (N.D. Ga.) ($32.5 million settlement on behalf of class of financial institutions injured as a result of the 2017 Equifax data breach that exposed the personal and financial information of approximately 150 million U.S. consumers);

- *First Choice Fed. Credit Union v. The Wendy's Co.*, No. 2:16-cv-00506, (W.D. Pa.) ($50 million settlement on behalf of class of financial institutions);

- *In re Google Assistant Privacy Litig.*, No. 5:19-cv-04286 (N.D. Cal.) (class certification granted on behalf of a class of consumers alleging privacy violations whereby Google Assistant records and discloses their private confidential communications without consent);

- *Baker v. ParkMobile, LLC*, No. 1:21-cv-02182 (N.D. Ga.) ($32.8 settlement on behalf of class of consumers impacted by data breach);

- *In re TikTok, Inc., Consumer Privacy Litigation,* No. 1:20-cv-04699 (N.D. Ill.) ($92 million settlement on behalf of consumers alleging violations of privacy claims); and

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• *In re Yale New Haven Health Services Corp. Data Breach Litig.*, No. 3:25-cv-00609 (D. Conn.) (preliminary approval of $18 million settlement of a data breach concerning the compromise of over 5 million individuals' private information).

The Firm has been appointed to a number of leadership positions in data privacy and data breach litigation, including:

• *In re MoveIT Customer Data Security Breach Litigation*, No. 1:23-md-0383 (D. Mass.) (Discovery Committee; claims on behalf of consumers arising out of data breach);

• *In re Consumer Vehicle Driving Data Tracking Litigation*, No. 1:24-MD-3115 (N.D. Ga.) (co-lead counsel; class action on behalf of consumers alleging that their driving data was unlawfully collected);

• *Doe v. Google LLC*, No. 3:23-cv-2431 (N.D. Cal.) (co-lead counsel; class action lawsuit alleging that Google's tracking code and technologies intercepted PHI from patients' communications with their health care providers);

• *Doe v. Shady Grove Reproductive Science Center, P.C.*, No. 8:24-cv-2368 (D. Md.) (co-lead counsel; class action on behalf of thousands of patients, alleging that fertility clinic knowingly and intentionally disclosed their private communications to third parties);

• *In re AT&T, Inc. Customer Data Sec. Breach Litig.*, MDL No. 3114 (N.D. Tex.) (PSC member; preliminary approval of $149 million settlement of a data breach case on behalf of customers of AT&T's wireless, internet, satellite, and cables services whose personally identifying information was compromised);

• *Anaya v. Cencora, Inc.*, No. 2:24-cv-02961 (E.D. Pa.) (co-lead counsel; preliminary approval of $40 million settlement arising out of claims on behalf of consumers arising out of data breach);

• *Gerber v. Twitter, Inc.*, No. 23-cv-00186 (N.D. Cal.) (co-lead counsel; class action on behalf of consumers arising out of data breach of approximately 200 million Twitter users);

• *In re: TikTok, Inc., In-App Browser Privacy Litigation*, No. 1:24-cv-02110 (N.D. Ill.) (member of Plaintiffs' Steering Committee; privacy claims on behalf of users of TikTok's in-app browser);

• *In re Change Healthcare, Inc. Customer Data Security Breach Litig.*, MDL No. 24-3108 (D. Minn.) (PSC committee member; claims on behalf of consumers arising out of data breach of healthcare information services provider);

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• *American Medical Collection Agency, Inc., Customer Data Security Breach Litigation*, No. 2:19-md-02904 (D.N.J.) (member of Other Labs Track Steering Committee; claims on behalf of consumers arising out of data breach of medical collection organization); and

• *In re Shields Healthcare Group, Inc. Data Breach Litigation*, No. 1:22-cv-10901 (D. Mass) (member of Plaintiffs' Interim Executive Committee; preliminary approval of $15.35 million settlement of a lawsuit involving claims on behalf of consumers concerning a data breach of personal information).

Additional data privacy and data breach settlements achieved by Scott+Scott for its clients include:

• *In re Fortra File Transfer Software Data Security Breach Litig.*, MDL No. 24-03090 (S.D. Fla.) (track lead; $20 million settlement on behalf of a class of consumers arising out of data breach involving file transfer software services);

• *The Home Depot, Inc., Customer Data Sec. Breach Litig.*, MDL No. 2583 (N.D. Ga.) (co-lead counsel; $27.25 million settlement on behalf of financial institutions involving data breach and theft of the personal and financial information of over forty million credit and debit card holders);

• *In re Arkansas Fed. Credit Union v. Hudson's Bay Co*., No. 1:19-cv-4492 (S.D.N.Y.) (lead counsel, $5.2 million settlement on behalf of consumers involving data breach of payment card information). In granting final approval of the settlement, the Court acknowledged that Scott+Scott's attorneys "have extensive experience in litigating data breach class actions in federal courts" and commended Scott+Scott for a "job well done";

• *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.) ($59 million settlement on behalf of financial institutions injured by theft of sensitive payment card information);

• *Greater Chautauqua Fed. Credit Union v. Kmart Corp.*, No. 1:15-cv-02228 (N.D. Ill.) (settlement valued at $13.4 million on behalf of financial institutions injured by the theft of sensitive payment card information); and

• *Veridian Credit Union v. Eddie Bauer LLC*, No. 2:17-CV-00356 (W.D. Wash.) ($9.8 million settlement on behalf of financial institutions arising out of data breach of payment card information).

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INSURANCE AND PHARMACEUTICAL

Scott+Scott represents consumers and health and welfare funds throughout the United States that have been overcharged in connection with their insurance and pharmaceutical transactions. The Firm currently serves, or has recently served, in a leadership capacity in a number of insurance and pharmaceutical class actions, representing both consumers and third-party payors, including:

- *Forth v. Walgreen Co.*, No. 1:17-cv-02246 (N.D. Ill.) (preliminary approval of $100 million settlement on behalf of class of consumers and third-party payors alleging unlawful overcharges for medically necessary prescription drugs);

- *In re: Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litig.*, MDL No. 3014 (E.D. Pa.) ($1.1 billion settlement reached on behalf of a class of consumers and hospital systems, as well as a class of third-party payors, that paid for defective devices);

- *Snyder v. The Cigna Group*, No. 3:23-cv-01451 (D. Conn.) (co-lead counsel on behalf of a putative class of insureds alleging they were wrongly denied an adequate medical claims review and thus were overcharged for medical care); and

- *State of Connecticut v. Assured Rx LLC et al.*, No. HHD-CV18-6101282-S (Connecticut Superior Court, Harford District) ($39 million trial verdict obtained against Assured Rx on behalf of the State of Connecticut alleging violations of false claims act resulting from scheme that had patients purchase compound prescription drugs through the State's healthcare plan). **The Firm's lawyers have obtained some of the largest settlements in consumer healthcare litigation, including:**

- *In re Managed Care Litig.*, MDL No. 1334 (S.D. Fla.) (settlements with Aetna, CIGNA, Prudential, Health Net, Humana, and WellPoint providing monetary and injunctive benefits exceeding $1 billion); and

- *In re Prudential Ins. Co. SGLI/VGLI Contract Litig.*, MDL No. 2208 (D. Mass.) ($40 million settlement was achieved on behalf of a class of military service members and their families who had purchased insurance contracts).

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CONSUMER PROTECTION

Scott+Scott has been at the forefront in prosecuting consumer protection actions against organizations engaging in unfair practices. The Firm currently serves, or has recently served, in a leadership capacity in a number of consumer protection class actions, including:

• *Kulwicki v. Aetna Life Ins. Co*., No. 22-cv-0229 (D. Conn.) (co-lead counsel in class action alleging insureds were discriminated against under the Affordable Care Act).

Recently, in settling a class action for $35 million on behalf of consumers who had been victims of gift card scams, Judge Davila commended Scott+Scott for the "excellent result in large part because the Settlement Fund will fully reimburse all class members for the money they lost" and Scott+Scott's experience that the "firm has in handling class action cases . . . necessary in achieving an efficient yet positive result for clients." *Barrett v. Apple Inc.,* No. 5:20-cv-04812 (N.D. Cal.) Dec. 12, 2024 Transcript at 4, 26.

Additional consumer protection settlements achieved by Scott+Scott for its clients include:

• *Barrett v. Apple*, No. 5-20-cv-04812 (N.D. Cal.) (co-lead counsel, $35 million settlement on behalf of consumers who were gift card scam victims);

• *Aquilina v. Certain Underwriters at Lloyd's London*, No. 1:18-cv-00496 (D. Haw.) (class action settlement providing for 100% of damages on behalf of class of Hawaii homeowners who were placed into insurance excluding lava coverage and suffered devastating losses as a result of the 2018 eruption of Kilauea);

• *The Vulcan Society, Inc. v. City of New York*, No. 1:07-cv-02067 (E.D.N.Y.) ($100 million settlement and significant injunctive relief was obtained for a class of black applicants who sought to be New York City firefighters, but were denied or delayed employment due to racial discrimination);

• *In re Providian Fin. Corp. Credit Card Terms Litig.*, MDL No. 1301 (E.D. Pa.) ($105 million settlement was achieved on behalf of a class of credit card holders who were charged excessive interest and late charges on their credit cards);

• *In re Pre-Filled Propane Tank Mktg. & Sales Pracs. Litig.*, MDL No. 2086 (W.D. Mo.) ($37 million settlement obtained on behalf of class of propane purchasers who alleged defendants overcharged the class for under-filled propane tanks);

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• *Murr v. Cap. One Bank (USA), N.A.*, No. 1:13-cv-01091 (E.D. Va.) ($7.3 million settlement on behalf of class of consumers who were misled into accepting purportedly 0% interest credit card offers); and

• *Gunther v. Cap. One, N.A.*, No. 2:09-cv-02966 (E.D.N.Y.) (settlement resulting in class members receiving 100% of their damages in case alleging consumers were improperly charged undeliverable mail fees).

ATTORNEY BIOGRAPHIES

DAVID R. SCOTT

PRACTICE EMPHASIS

Managing Partner David R. Scott represents multinational corporations, hedge funds, and institutional investors in high-stakes, complex litigation, including antitrust, commercial, and securities actions.

ADMISSIONS

States of New York, Pennsylvania, and Connecticut; United States Tax Court; United States Courts of Appeal: Second, Third, and Fifth Circuits; United States District Courts: Southern District of New York, Connecticut, Eastern District of Pennsylvania, Northern and Southern Districts of Texas, and Colorado

EDUCATION

New York University School of Law (LL.M. in taxation); Temple University School of Law (J.D., Moot Court Board, 1989); St. Lawrence University (B.A., *cum laude*, 1986)

HIGHLIGHTS

Mr. Scott is the Managing Partner of Scott+Scott with offices in New York, Amsterdam, London, Berlin, Montreal, California, Connecticut, Virginia, Delaware, Nebraska, Texas, and Ohio.

In addition to managing the firm's lawyers worldwide, Mr. Scott advises some of the world's largest multinational corporations in cartel damages and other complex matters. He has been retained to design corporate policies for the global recoupment of losses, and transatlantic private enforcement programs.

He currently represents multinational companies and hedge funds in cases involving, among other things, price-fixing in the trucks, foreign exchange, high voltage power cables, cardboard, and payment card sectors.

Mr. Scott's antitrust cases in the United States have resulted in significant recoveries for victims of price-fixing cartels. Among other cases, Mr. Scott served as co-lead counsel in ***Dahl v Bain Cap. Partners***, No. 1:07-cv-12388 (D. Mass.), an action alleging that the largest private equity firms in the United States colluded to suppress prices that shareholders received in leveraged buyouts and that the defendants recently agreed to settle for $590.5 million. He was lead counsel in ***Red Lion Med. Safety v. Ohmeda***, No. 06-cv-1010 (E.D. Cal.), a lawsuit alleging that Ohmeda, one of the leading manufacturers of medical anesthesia equipment in the United States, excluded independent service organizations from the market for servicing its equipment. The case was successfully resolved in settlement negotiations before trial.

Mr. Scott has received widespread recognition for his antitrust and competition law work. He has been elected to Who's Who Legal: Competition 2015-2020, which lists the world's top antitrust and competition law lawyers, selected based on comprehensive, independent survey work with both general counsel and lawyers in private practice around the world. He has also received a highly recommended ranking by Benchmark Litigation for each of the years 20132015. In addition, Mr. Scott is continually recognized in the U.S. by Best Lawyers and Super Lawyers.

In addition to his extensive competition law work, Mr. Scott has also taken the lead in bringing claims on behalf of institutional investors, such as sovereign wealth funds, corporate pension schemes, and public employee retirement funds. For example, he has been retained to pursue losses against mortgaged-backed securities trustees for failing to protect investors. He also represented a consortium of regional banks in litigation relating to toxic auction rate securities ("ARS") and obtained a sizable recovery for the banks in a confidential settlement. This case represents one of the few ARS cases in the country to be successfully resolved in favor of the plaintiffs.

Mr. Scott is frequently quoted in the press, including in publications such as The Financial Times, The Economist, The Guardian, The Daily Telegraph, The Wall Street Journal, and Law360. He is regularly invited to speak at conferences around the world and before Boards of Directors and trustees responsible for managing institutional investments.

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JOSEPH P. GUGLIELMO

PRACTICE EMPHASIS

Joseph P. Guglielmo represents clients in consumer, antitrust and privacy litigation in federal and state courts throughout the United States.

ADMISSIONS

States of New York and Massachusetts; District of Columbia; United States Courts of Appeal: First, Second, Third, Sixth, Eighth, Ninth and Eleventh Circuits; United States District Courts: Southern, Eastern and Northern Districts of New York, Districts of Massachusetts, Connecticut, and Colorado, Northern District of Illinois, Eastern District of Wisconsin; United States Supreme Court

EDUCATION

Catholic University of America (J.D., 1995; B.A., *cum laude*, 1992; Certificate of Public Policy)

HIGHLIGHTS

Mr. Guglielmo is a partner in the firm's New York office and Chair of the firm's Consumer Practice Group. Mr. Guglielmo currently serves in a leadership capacity in a number of complex class actions, including: ***Forth v. Walgreen Co.***, No. 1:17-cv-02246 (N.D. Ill.) (lead counsel, $100 million settlement on behalf of nationwide class of consumers and third-party payers alleging overcharges for prescription drugs); ***Lopez v. Apple Inc.***, No. 4:19-cv-04577 (N.D. Cal.) ($95 million settlement on behalf of class of consumers and their minor children alleging privacy violations by Apple through its Siri application); ***In re Google Assistant Privacy Litigation***, No. 5:19-cv-04286 (N.D. Cal.) (co-lead counsel, $68 million settlement on behalf of consumers alleging privacy violations whereby Google Assistant records and discloses their private, confidential communications without consent); ***In re Consumer Vehicle Driving Data Tracking Litigation***, No. 1:24-MD-3115 (N.D. Ga.) (co-lead counsel, class action on behalf of consumers alleging that their driving data was unlawfully collected); ***In re MAPFRE Data Disclosure Litig.***, No. 1:23-cv-12059 (D. Mass.) (PSC member; class action alleging MAPFRE voluntarily disclosed millions of consumers' driver's license numbers on its website in violation of the federal Drivers' Privacy Protection Act); ***Gerber v. Twitter, Inc.***, No. 23-cv-00186 (N.D. Cal.) (co-lead counsel, class action on behalf of consumer arising out of data breach of approximately 200 million Twitter users); ***In re Zillow Group, Inc. Session Replay Software Litig.***, No. 22-cv-01282 (W.D. Wash.) (court-appointed co-lead counsel; class action on behalf of users alleging that Zillow and Microsoft engaged in illegal wiretapping of electronic communications on Zillow's website and subpages; ***In re MoveIT Customer Data Security Breach Litigation***, No. 1:23-md-0383 (D. Mass.) (Discovery Committee, claims on behalf of consumers arising out of data breach); ***Barrett v. Apple, Inc.***, No. 20-cv-4812 (N.D. Cal.) (co-lead counsel, $35 million settlement on behalf of consumers who were victims of gift card scams); and ***In re AT&T, Inc. Customer Data Sec.***

Breach Litig., MDL No. 3114 (N.D. Tex.) (PSC member, preliminary approval of $149 million settlement of data breach case on behalf of customers of AT&T's wireless, internet, satellite, and cables services whose personally identifying information was compromised).

In 2024, Mr. Guglielmo was trial counsel in ***State of Connecticut v. Assured Rx LLC, et al.***, Case No. HHD-CV18-6101282-S (Connecticut Superior Court, Harford District) and secured a landmark trial verdict of $39 million dollars after a two week trial on behalf of the State of Connecticut arising out of a kickback scheme perpetrated by Assured Rx in violation of the Connecticut False Claims Act.

Mr. Guglielmo was also co-lead and trial counsel in ***In Re: Disposable Contact Lens Antitrust Litigation***, No. 3:15-md-2626 (M.D. Fla.), where settlements in excess of $118 million were obtained on behalf of a class of contact lens purchasers alleging violations of the antitrust laws. Mr. Guglielmo was also actively involved in ***In re Foreign Exchange Benchmark Rates Antitrust Litigation***, No. 1:13-cv-07789 (S.D.N.Y.), where Scott+Scott was co-lead counsel and obtained settlements against 16 of the largest financial institutions totaling in excess of $2.3 billion. Mr. Guglielmo was recognized for his efforts representing New York University in obtaining a monumental temporary restraining order seeking the recovery of over $200 million from a Bernard Madoff feeder fund. Specifically, in approving the settlement, New York State Supreme Court Justice Richard B. Lowe III stated, "Scott+Scott has demonstrated a remarkable grasp and handling of the extraordinarily complex matters in this case. The extremely professional and thorough means by which NYU's counsel has litigated this matter has not been overlooked by this Court."

In the data breach and privacy arena, Mr. Guglielmo has achieved significant victories and obtained numerous settlements for his clients, including: ***In re Equifax, Inc. Customer Data Security Breach Litigation***, No. 1:17-md-02800 (N.D. Ga.) (settlement valued at $32.5 million on behalf of financial institutions injured as a result of the 2017 Equifax data breach that exposed the personal and financial information of approximately 150 million U.S. consumers); ***In re The Home Depot, Inc., Customer Data Security Breach Litigation***, MDL No. 2583 (N.D. Ga.) ($27.25 million settlement on behalf of financial institutions involving data breach and the theft of the personal and financial information of over 40 million credit and debit card holders); ***First Choice Federal Credit Union v. The Wendy's Company***, No. 16-cv-00506 (W.D. Pa.) ($50 million settlement on behalf of financial institutions involving data breach and the theft of the personal and financial information of over 18.5 million credit and debit card holders); ***In re Yale New Haven Health Services Corp. Data Breach Litig***., No. 3:25-cv-00609 (D. Conn.) ($18 million settlement of a data breach concerning the compromise of over 5 million individuals' private information); ***In re TikTok, Inc., Consumer Privacy Litigation***, No. 1:20-cv-04699 (N.D. Ill.) ($92 million settlement on behalf of consumers alleging violations of privacy claims on behalf of consumers); ***In re Target Corporation Customer Data Security Breach Litigation***, MDL No. 2522 (D. Minn.) ($59 million settlement on behalf of financial institutions injured by the theft of sensitive payment card information); ***Baker v. ParkMobile, LLC***, No. 1:21-cv-02182 (N.D. Ga.) ($9 million settlement on behalf of consumers injured by data breach); ***In Re: Overby-Seawell Company Customer Data Security Breach Litigation,*** No. 1:23-md-03056 (N.D. Ga.) ($6 million settlement on behalf of class of consumers injured by data breach); ***Veridian Credit Union v. Eddie Bauer LLC***, No. 2:17-CV-00356 (W.D. Wash.) ($9.8 million settlement on behalf of financial institutions arising out of data breach of payment card information); ***Winsouth Credit Union v. Mapco Express Inc.***, No. 3:14-cv-1573 (M.D. Tenn.) (settlement of the largest dollar-per-card recovery on behalf of financial institutions involving data breach of credit and debit card information); ***Arkansas Federal Credit Union v. Hudson's Bay Co.***, No. 1:19-cv-4492 (S.D.N.Y.) (co-lead counsel, $5.1 settlement); and ***Clarke, et al. v. Lemonade, Inc.***, No. 2022LA000308 (Ill. Cir. Ct. DuPage Cnty.) (co-lead counsel, settlement of $6.5 million in cash and injunctive relief arising out of collection of biometric information).

Throughout Mr. Guglielmo's career, he has been one of the principals involved in the litigation and settlement of ***In re Managed Care Litigation***, MDL No. 1334 (S.D. Fla.), which included settlements with Aetna, CIGNA, Prudential, Health Net, Humana, and WellPoint, providing monetary and injunctive benefits exceeding $1 billion and played a leading role and obtained substantial recoveries for his clients, including ***Love v. Blue Cross and Blue Shield Ass'n***, No. 03-cv-21296 (S.D. Fla.), which resulted in settlements of approximately $130 million and injunctive benefits valued in excess of $2 billion; ***In re Insurance Brokerage Antitrust Litigation***, MDL No. 1897 (D.N.J.), settlements in excess of $180 million; ***In re Pre-Filled Propane Tank Marketing and Sales Practices Litigation***, MDL No. 2086 (W.D. Mo.), consumer settlements in excess of $40 million; ***Bassman v. Union Pacific Corp.***, No. 97-cv-02819 (N.D. Tex.), $35.5 million securities class action settlement; ***Boilermakers National Annuity Trust Fund v. WaMu Mortgage Pass-Through Certificates***, No. 09-cv-00037 (W.D. Wash.), $26 million securities class action settlement; ***Murr v. Capital One Bank (USA), N.A.***, No. 13-cv-1091 (E.D. Va.), $7.3 million settlement pending on behalf of class of consumers who were misled into accepting purportedly 0% interest offers; and ***Howerton v. Cargill, Inc.***, No. 13-cv-00336 (D. Haw.), $6.1 million settlement obtained on behalf of class of consumers who purchased Truvia, purported to be deceptively marketed as "all-natural." Mr. Guglielmo was the principle litigator and obtained a significant opinion from the Hawaii Supreme Court in ***Hawaii Medical Association v. Hawaii Medical Service Association***, 113 Hawaii 77 (Haw. 2006), reversing the trial court's dismissal and clarifying rights for consumers under the state's unfair competition law.

Mr. Guglielmo lectures on antitrust law, complex litigation, ethics and electronic discovery and was a member of the Steering Committee of Working Group 1 of the Sedona Conference®(2014-2018), an organization devoted to providing guidance and information concerning issues such as discovery and production issues, and a member of the drafting team responsible for the *Sedona Principles, Third Edition*. Mr. Guglielmo was a drafting team leader for The Sedona Conference, *Commentary on Discovery of Collaboration Platforms Data,* 26 SEDONA CONF. J. 627 (forthcoming 2025). Mr. Guglielmo was a contributing author to *The Federal Judges' Guide to Discovery 4th Ed.* (2025), published by The Electronic

Discovery Institute. Mr. Guglielmo was also recognized for his achievements in litigation by his selection to The National Law Journal's "Plaintiffs' Hot List." In 2026, Mr. Guglielmo was recognized by Super L awyers as a top Antitrust lawyer in the New York metro area and was named by Who's Who in Legal Litigation: Leading Practitioner-E-Discovery (2026). Mr. Guglielmo was also named by Lawdragon in 2026 as one of the 500 Leading Plaintiff Financial Lawyers in Securities, Antitrust and Consumer Litigation.

Mr. Guglielmo is also a member of the following associations: District of Columbia Bar Association, New York State Bar Association, American Association of Justice and American Bar Association.

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ERIN GREEN COMITE

PRACTICE EMPHASIS

Erin Green Comite litigates complex class actions throughout the United States, representing the rights of consumers, insureds, and other individuals harmed by corporate misrepresentation and malfeasance.

ADMISSIONS

State of Connecticut; United States Courts of Appeal: Second, Third, Ninth, and Eleventh Circuits; United States District Courts: Southern, Northern, and Eastern Districts of New York, District of Connecticut, Northern District of Illinois, Eastern District of Wisconsin, and District of Colorado

EDUCATION

University of Washington School of Law (J.D., 2002); Dartmouth College (B.A., *magna cum laude*, 1994)

HIGHLIGHTS

Ms. Comite is a partner in the firm's Connecticut office and Co-Chair of the firm's Consumer Practice Group. Ms. Comite's practice focuses exclusively on consumer class action litigation, representing plaintiff classes relating to financial, insurance, and pharmaceutical fraud, unfair business practices, false and deceptive advertising, and data privacy. She has represented plaintiffs in class action proceedings throughout the country, predominantly in federal court, representing purchasers of consumer products, food, supplements, pharmaceuticals, healthcare services, and financial and insurance products against companies such as Aetna, Cigna, Humana, United Healthcare, Lloyd's of London, Banco Popular, Apple Bank, L'Oreal, Clinique, Ann Taylor, Best Buy, Kohl's, Sears, Gerber, Nestle, R.J. Reynolds, Rite Aid, Walgreens, and Walmart.

Ms. Comite frequently serves in a leadership role in complex class actions. For example, Ms. Comite currently represents a certified class of consumers alleging California state law claims challenging Google's disclosure of their private, confidential communications without consent in ***In re Google Assistant Privacy Litig.***, No. 5:19-cv-04286 (N.D. Cal.), and recently achieved a $95 million settlement on behalf of consumers and their minor children alleging privacy violations under California state law by Apple through its Siri application in ***Lopez v. Apple Inc.***, No. 4:19-cv-04577 (N.D. Cal.). She also is litigating deceptive trade practices claims against Walgreen Co. on behalf of consumers and third-party payors allegedly overcharged for generic prescription drugs, ***Forth v. Walgreen Co.***, No. 1:17-cv-02246 (N.D. Ill.), and recently received preliminary approval of a $100 million settlement. In addition, Ms. Comite has been appointed co-lead counsel in ***In re Beech-Nut Nutrition Company Baby Food Litig.***,

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No. 21-cv-00133 (N.D.N.Y), a case related to the sale of baby foods allegedly contaminated with toxic heavy metals, and is co-lead counsel in ***Snyder v. The Cigna Group***, No. 3:23-cv-01451 (D. Conn.), a case alleging insureds were wrongly denied an adequate review of their medical claims and thus were overcharged for medical care, and in ***Kulwicki v. Aetna Life Ins. Co.***, No. 22-cv-0229 (D. Conn.), a case alleging insureds were discriminated against under the Affordable Care Act.

Ms. Comite also is currently prosecuting, or has recently prosecuted, a number of data breach actions in court-appointed leadership positions, including as co-lead counsel in ***Anaya v. Cencora, Inc.***, No. 2:24-cv-02961 (E.D. Pa.) ($40 million settlement); as one of the track leads in ***In re Fortra File Transfer Software Data Security Breach Litig.***, MDL No. 24-03090 (S.D. Fla.) ($20 million settlement on behalf of a class of consumers); as a PSC member for the patient track in ***In re Change Healthcare, Inc. Customer Data Security Breach Litig.***, MDL No. 24-3108 (D. Minn.); and ***In re AT&T, Inc. Customer Data Sec. Breach Litig.***, MDL No. 24-3114 (N.D. Tex.) (PSC Briefing Committee).

Courts have recognized Ms. Comite's professionalism and competence. As court-appointed co-lead counsel in ***First Choice Federal Credit Union v. The Wendy's Co.***, No. 16-cv-00506 (W.D. Pa.), Ms. Comite represented a class of financial institutions that incurred losses arising out of a data breach and achieved a $50 million settlement—one of the largest data breach settlements reached on behalf of financial institutions. In granting final approval to the settlement, U.S. Magistrate Judge Maureen Kelly commended Ms. Comite and her co-counsel, stating: "it's apparent to the Court that there was substantial and significant high-level work performed by counsel for the plaintiffs" and "as involved as this case was, if every case I had was as well-organized and professionally presented as this case has been, my life would be much easier." *Wendy's*, ECF No. 194, Nov. 6, 2019, Hrg. Tr. at 27-28, 32.

Ms. Comite has played an integral role in representing other classes of financial institutions that have suffered losses as a result of data breaches, in cases such as ***In re Equifax, Inc. Customer Data Sec. Breach Litig.***, MDL No. 2800 (N.D. Ga.) (chair of law and briefing committee) (settlement valued in excess of $32.5 million on behalf of financial institutions involving data breach of credit and debit card information); ***In re The Home Depot, Inc., Customer Data Sec. Breach Litig.***, MDL No. 2583 (N.D. Ga.) (briefing and discovery committees; $27.25 million settlement); ***In re Target Corp. Customer Data Sec. Breach Litig.***, MDL No. 2522 (D. Minn.) (deposed apex witness; $59 million settlement); ***Veridian Credit Union v. Eddie Bauer LLC***, No. 2:17-cv-00356 (W.D. Wash.) (briefing, discovery, and settlement committees; settlement valued at $9.8 million); ***Greater Chautauqua Federal Credit Union v. Kmart Corp.***, No. 15-cv-02228 (N.D. Ill.) (chair of the Plaintiffs' Steering Committee; $8.1 million settlement); and ***Arkansas Federal Credit Union v. Hudson's Bay Co.***, No. 19-cv-4492 (S.D.N.Y.) (co-lead counsel; $5.1 settlement). Similarly, Ms. Comite has recovered millions of dollars on behalf of consumers, in cases such as ***Aquilina v. Certain Underwriters at Lloyd's London***, No. 1:18-cv-00496

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(D. Haw.) (class action settlement providing for 100% of damages on behalf of class of Hawaii homeowners who were placed into insurance excluding lava coverage and suffered devastating losses as a result of the 2018 eruption of Kilauea); ***In re Robinhood Outage Litig.***, No. 3:20-cv-01626 (N.D. Cal.) ($9.9 settlement); ***Morrow v. Ann, Inc.***, No. 1:16-cv-03340 (S.D.N.Y.) ($8.1 million settlement); ***Murr v. Capital One Bank (USA), N.A.***, No. 13-cv-1 091 (E.D. Va.) ($7.3 million settlement); ***Luca v. Wyndham Worldwide Corp.***, No. 2:16-cv-00746 (W.D. Pa.) ($7.6 settlement); ***Howerton v. Cargill, Inc.***, No. 13-cv-00336 (D. Haw.) ($6.1 settlement); ***Valle v. Popular Community Bank***, No. 653936/2012 (N.Y. Supreme Ct.) ($5.2 million settlement); and ***In re Nutella Mktg. & Sales Practices Litigation***, No. 11-cv-01086 (D.N.J.) ($2.5 million settlement).

While Ms. Comite is experienced in all aspects of complex pre-trial litigation, she is particularly accomplished in achieving favorable results in discovery disputes. In *Hohider v. United Parcel Service, Inc.*, Ms. Comite spearheaded a nearly year-long investigation into every facet of UPS's preservation methods, requiring intensive, full-time efforts by a team of attorneys and paralegals well beyond that required in the normal course of pre-trial litigation. Ms. Comite assisted in devising the plan of investigation in weekly conference calls with the Special Master, coordinated the review of over 30,000 documents that uncovered a blatant trail of deception and prepared dozens of briefs to describe the spoliation and its ramifications on the case to the Special Master. In reaction to UPS's flagrant discovery abuses brought to light through the investigation, the Court conditioned the parties' settlement of the three individual ADA cases on UPS adopting and implementing preservation practices that passed the approval of the Special Master.

Ms. Comite also was recently awarded New England Partner of the Year. She also served as the sole trial counsel in a four-day jury trial in federal court of a prisoner civil rights case brought pursuant to 42 U.S.C. §1983 for violation of constitutional rights under the First Amendment and was awarded Special Recognition by the U.S. District Court for the District of Connecticut for her dedication and service as appointed *pro bono* counsel, providing guidance, expertise, and quality legal services to her client in the interest of justice, and without the promise of compensation. Ms. Comite's appellate victories in consumer class actions include *Cantor v. Beech-Nut Nutrition Co.*, No. 25-821-CV, 2026 WL 304246, at *1 (2d Cir. Feb. 5, 2026) (on brief) (achieving reversal of dismissal on standing grounds); ***White v. Beech-Nut Nutrition Co.***, No. 23-220-CV, 2024 WL 194699 (2d Cir. Jan. 18, 2024) (on brief) (achieving reversal of dismissal on primary jurisdiction grounds); ***Nunez v. Saks Inc.***, 771 F. App'x 401 (9th Cir. May 30, 2019) (oral argument and on brief) (achieving reversal of dismissal); ***Chavez v. Nestle USA, Inc.***, 511 F. App'x 606 (9th Cir. 2013) (on brief) (achieving a reversal of dismissal); and ***In re Nutella Mktg. & Sales Practices Litig.***, 589 F. App'x 53 (3d Cir. 2014) (on brief) (defending settlement from professional objectors).

Prior to entering law school, Ms. Comite served in the White House as Assistant to the Special Counsel to President Clinton. In that capacity, she handled matters related to the White House's response to investigations, including four independent counsel investigations, a Justice Department task force investigation, two major oversight investigations by the House of Representatives and the Senate, and several other congressional oversight investigations.

In addition, Ms. Comite supports Connecticut Children's Medical Center, Special Olympics, and the American Heart Association.

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DONALD A. BROGGI

PRACTICE EMPHASIS

Mr. Broggi is engaged in the Firm's securities, antitrust, mass tort, and consumer litigation practices.

ADMISSIONS

States of New York and Pennsylvania. United States District Court: Southern District of New York, Western District of Pennsylvania. United States Court of Appeals: First Circuit, Fourth Circuit, Sixth Circuit.

EDUCATION

Duquesne University School of Law (J.D., 2000); University of Pittsburgh (B.A., 1990)

HIGHLIGHTS

Mr. Broggi is a partner in the Firm's New York office and has represented institutional investors, including public pension funds and Taft-union funds in a variety of complex cases, including: ***In re Foreign Exchange Benchmark Rates Antitrust Litigation***, No. 1:13-cv-07789 (S.D.N.Y.): an antitrust class action alleging the world's largest banks conspired to fix the price of foreign currencies ($2.3 billion in settlements to date); ***Alaska Elec. Pension Fund v. Bank of Am. Corp.***, No. 14-cv-07126 (S.D.N.Y.): an antitrust class action alleging the world's largest banks conspired to manipulate the ISDAfix rate ($504.5 million settlement); ***Dahl v. Bain Capital Partners***, No. 07-cv-12388 (D. Mass.): an antitrust class action alleging that the nation's largest private equity firms, including KKR, Blackstone, TPG, Carlyle, Bain Capital, and Goldman Sachs, colluded to restrain competition and suppress prices paid to shareholders of public companies in connection with multi-billion dollar leveraged buyouts ($590.5 million settlement); ***In re GSE Bonds Antitrust Litigation***, No. 19-cv-01704 (S.D.N.Y.): an antitrust class action alleging manipulation in the market for bonds issued by Government-Sponsored Entities, e.g., Freddie Mac and Fannie Mae ($386.5 million settlement pending final approval); ***Irvine v. ImClone Sys., Inc.***, No. 02-cv-00109 (S.D.N.Y.): a securities fraud class action alleging that defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 by issuing materially false and misleading statements to the market regarding the cancer drug Erbitux ($75 million settlement); ***In re Wash. Mut. Mortg.-Backed Sec. Litigation***, No. 2:09-cv-00037 (W.D. Wash.): a securities fraud class action against Washington Mutual Bank alleging violations of §11 of the Securities Act for misleading investors about the quality of their mortgage-backed securities ($26 million settlement); ***In re SanDisk LLC Sec. Litigation***, No. 15-cv-01455 (N.D. Cal.): a securities fraud class action alleging that defendants intentionally inflated the price of the Company's stock by making false and misleading statements and concealing information relating to SanDisk's business, operations, and prospects ($50 million settlement); and ***Arkansas Teacher Retirement System v. Insulet Corp.***, No. 15-cv-12345 (D. Mass.): a securities fraud class action alleging Insulet Corporation intentionally inflated the price of the Company's stock by issuing false and misleading statements concerning Insulet's launch of its new insulin infusion system, branded the OmniPod Eros ($19.5 million settlement), among others.

Currently, Mr. Broggi is also representing cities, counties, and other municipalities from Massachusetts, Pennsylvania, New Jersey, and Florida in both state and federal litigation against the manufacturers and distributors of opioid medications.

Mr. Broggi also works with the Firm's institutional investor clients, including hundreds of public pension systems and Taft-Hartley funds throughout the United States, to confirm their funds have proper safeguards in place to ensure against corporate malfeasance, and regularly consults with institutional investors in the United States on issues relating to corporate fraud in the U.S. securities markets, as well as corporate governance issues and shareholder litigation.

Mr. Broggi has lectured at institutional investor conferences throughout the United States on the value of shareholder activism as a necessary component of preventing corporate fraud abuses, including the Texas Association of Public Employee Retirement Systems, Georgia Association of Public Pension Trustees, Michigan Association of Public Retirement Systems, Illinois Public Pension Fund Association, and the Pennsylvania Association of County Controllers, among others.

KRISTEN ANDERSON

ADMISSIONS

States of California, New York, Illinois, District of Columbia; United States Courts of Appeal: Second Circuit and Ninth Circuit; United States District Court: Southern District of California, Central District of California, Northern District of California, Eastern District of California, Eastern District of New York, Southern District of New York, Northern District of Illinois.

EDUCATION

University of California College of the Law, San Francisco (J.D., 2006); Rosalind Franklin University of Medicine & Science (M.S., Psychology: Clinical Counseling, 2024); St. Louis University (B.A., Philosophy, 2003)

ASSOCIATIONS

- Member of the American Bar Association's Antitrust Section
- Past Vice Chair of the Antitrust Section's Trial Practice Committee
- Past Vice Chair of the Antitrust Section's Books & Treatises Committee

HIGHLIGHTS

Ms. Anderson represents plaintiffs in high stakes, complex litigation in federal and state courts. She has worked on antitrust class action cases recovering over $9 billion. She served as co-lead counsel in ***Klein v. Meta Platforms, Inc.***, No. 20-cv-8570 (N.D. Cal.) and ***In re European Government Bonds Antitrust Litig.***, No. 19-cv-2601 (S.D.N.Y.). Ms. Anderson was a contributing author to the American Bar Association Antitrust Section's Proof of Conspiracy Under Federal Antitrust Laws (3d ed.), Antitrust Discovery Handbook (2d ed.), Joint Venture Handbook (2d ed.), and the 2010 Annual Review of Antitrust Law Developments. In addition, Ms. Anderson served as an editor for Model Jury Instructions in Civil Antitrust Cases (2016 ed.) and numerous other publications. During law school, Ms. Anderson was as an extern at the U.S. Department of Justice, Antitrust Division, in San Francisco and an extern to Justice Kathryn Mickle Werdegar of the Supreme Court of California. She was also a research assistant to Professor James R. McCall in the areas of antitrust and comparative antitrust law.

Recognized as a Rising Star in the 2014-21 editions of Super Lawyers; and a Super Lawyer in the 2022-2025 editions.

Frequent speaker on women in the law, mental health, and antitrust topics through the American Bar Association, Practicing Law Institute, and other organizations.

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Co-author of The Misapplication of Associated General Contractors to Cartwright Act Claims, 23 COMPETITION: J. ANTI. & UNFAIR COMP. L. SEC. ST. B. CAL. 120 (2014).

REPRESENTATIVE CASES

- ***In re Foreign Exchange Benchmark Rates Antitrust Litig.***, No. 13-cv-7789 (S.D.N.Y.) ($2.3 billion settlement)
- ***In re European Government Bonds Antitrust Litig.***, No. 19-cv-2601 (S.D.N.Y.) ($120 million settlement)
- ***In re GSE Bonds Antitrust Litig.***, No. 19-cv-1704 (S.D.N.Y.) ($386.5 million settlement)
- ***Alaska Electrical Pension Fund v. Bank of America, N.A.***, No. 14-cv-7126 (S.D.N.Y.) ($504.5 million settlement)
- ***Axiom Investment Advisors, LLC, by and through its Trustees, Gildor Management LLC v. Barclays Bank PLC***, No. 15-cv-9323 (S.D.N.Y.) ($50 million settlement)
- ***Dahl v. Bain Capital Partners, LLC***, No. 07-cv-12388 (D. Mass.) ($590.5 million settlement)
- ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.***, MDL No. 1720 (E.D.N.Y.) ($5.54 billion settlement)

MICHELLE CONSTON

PRACTICE EMPHASIS

Michelle Conston's practice focuses on antitrust litigation and consumer protection.

ADMISSIONS

States of New York, New Jersey, and Florida; The Second Circuit Court of Appeals; The Sixth Circuit Court of Appeals; Southern District of New York; Eastern District of Michigan; District of New Jersey.

EDUCATION

University of Miami School of Law (J.D., *magna cum laude*, 2013); Marist College (B.A. Journalism, *magna cum laude*, 2010)

ACCOLADES

Super Lawyers Rising Star in Antitrust Litigation in 2018-2024.

HIGHLIGHTS

Ms. Conston is a senior associate in Scott+Scott's New York office that has recovered billions of dollars on behalf of investors for manipulation of financial benchmarks by numerous major banks. ***In re Foreign Exchange Benchmark Rates Antitrust Litig.***, No. 13-cv-7789 (S.D.N.Y) ($2.3 billion settlement); ***In re GSE Bonds Antitrust Litig.***, No. 19-cv-01704 (S.D.N.Y.) ($386 million settlement); and ***In re European Government Bonds Antitrust Litig.***, No. 19-cv-2601 (S.D.N.Y.) ($120 million settlement). Ms. Conston is presently part of the team serving as Co-Lead Counsel for the producers and exchange classes in ***In re Cattle and Beef Antitrust Litigation***, No. 0:22-md-03031 (D. Minn.) and serves as interim Lead Class Counsel for the Direct Purchaser Plaintiffs in ***Sky Federal Credit Union v. Fair Isaac Corp.***, No. 1:20-cv-02114 (N.D. Ill.). Ms. Conston also currently works on consumer cases against drug manufacturers alleging on behalf of a class of third-party payers that their drugs were contaminated by carcinogenic and genotoxic impurities and were therefore adulterated, unapproved, and should not have been sold. ***In re: Metformin Marketing and Sales Practices Litig.***, No.: 2:20-cv-02324 (D.N.J.) and ***In re: Chantix (Varenicline) Marketing, Sales Practices and Products Liability Litig. (No. II)***, No. 22-mc-03050 (S.D.N.Y.). In addition, Ms. Conston is continually recognized by Best Lawyers and Super Lawyers.

During law school, Ms. Conston served as a judicial intern for the Honorable Stephen T. Brown, the Chief Magistrate Judge of the United States District Court for the Southern District of Florida. Ms. Conston also served as a certified legal intern for the United States Attorney's Office for the Southern District of Florida.

Prior to joining Scott+Scott, Ms. Conston represented institutional investors, hedge funds, and individual investors in complex class action litigation arising under the Commodity Exchange Act, Sherman Act, RICO Act, and common law. She was heavily involved in litigating actions alleging the manipulation of the London Interbank Offered Rate ("LIBOR") for several currencies by large financial institutions (e.g., ***Laydon v. Mizuho Bank*, *Ltd.***, No. 12-cv-3419 (S.D.N.Y.) and ***Sullivan v. Barclays plc***, No. 1:13-cv-02811 (S.D.N.Y.)), as well as an action alleging manipulation of the daily London Silver Fixing by the Fixing Banks and several other financial institutions (***In re London Silver Fixing, Ltd., Antitrust Litig.***, No. 1:14-md-02573 (S.D.N.Y.)).

ANDREW STANKO

PRACTICE EMPHASIS

Andrew Stanko is an associate in the Firm's New York office, specializing in consumer and class action litigation in both federal and state courts.

ADMISSIONS

States of New York and Pennsylvania; U.S. District Court for the Eastern District of Pennsylvania

EDUCATION

St. John's University School of Law (J.D., 2021); Villanova University (B.A., Economics, 2018)

HIGHLIGHTS

While at St. John's University School of Law, Mr. Stanko served as Notes and Comments Editor for the Journal of Civil Rights and Economic Development and was a Real Estate Fellow with the Mattone Institute for Real Estate Law. Andrew authored articles on antitrust law and economic policy, and he was part of the initial management team for a venture-backed sports technology startup.

Before joining Scott+Scott, Andrew managed labor law cases from inception to resolution. Previously, he was a Commercial and White Collar Litigation Associate at an international law firm, where he worked on matters including cryptocurrency and securities fraud, criminal antitrust investigations, and complex commercial disputes. Andrew also served as a clerk for Justice Thomas Saylor of the Supreme Court of Pennsylvania and interned with the Economic Crimes and Civil Rights divisions at the U.S. Attorney's Office for the Eastern District of Pennsylvania.

Outside of the office, Andrew is a marathon runner and enjoys exploring NYC.

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+ Delaware

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