

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION**

BRITTNEY STOUDEMIRE, AMANDA
VOSE, LUCINDA JACKSON, DANA
FOLEY, and BARBARA GRAZIOLI on
Behalf of Themselves and All Others
Similarly Situated,

Plaintiffs,

v.

LEE ENTERPRISES, INC.

Defendant.

Civil Action No. 3:22-cv-00086-SHL-SBJ

**PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
RULE 23 CLASS ACTION
SETTLEMENT**

Named Plaintiffs Brittney Stoudemire, Amanda Vose, Lucinda Jackson, Dana Foley, and Barbara Grazioli, individually and on behalf of all others similarly situated (collectively "Plaintiffs"), hereby move the Court, without opposition or resistance by Defendant Lee Enterprises, Inc. ("Defendant"), to preliminarily approve the parties' proposed class action settlement. In support of their Motion, Plaintiffs state as follows:

1. This Motion for Preliminary Approval is made pursuant to Fed. R. Civ. P. 23,
2. Plaintiffs seek entry of the proposed order filed simultaneously with this Motion that: (1) grants preliminary approval of the proposed Settlement¹ of this class action for consideration that includes a Settlement Payment of \$9,500,000.00; (2) preliminarily certifies the Settlement Class for settlement purposes only, while appointing the Named Plaintiffs as class representatives, naming Levi & Korsinsky LLP as Class Counsel for the Settlement Class, and

¹ Unless expressly defined here, all capitalized terms in this Motion should be construed as defined in the Settlement Agreement (the "Settlement") attached as Exhibit A to the Declaration of Mark Reich filed in support of Plaintiffs' Motion.

naming RG/2 Claims Administration LLC as the Class Administrator; (3) approves the proposed Notice attached as Exhibits B and C to the declaration of Mark Reich; and (4) schedule a date and time for a Final Approval and Fairness Hearing to consider approval of the Settlement, Plaintiffs' request for service awards, and Plaintiffs' Counsel's request for an award of attorneys' fees and reimbursement of litigation expenses.

3. The Court should preliminarily approve the Settlement because it is fair, reasonable, and adequate under Rule 23(e).

4. The Settlement provides substantial benefits to the Class while avoiding the substantial risks and expenditures related to further litigation. The Settlement is also the result of arm's length negotiations between experienced and qualified counsel after a protracted mediation process. The use of a mediator in settlement negotiations supports the presumption of fairness and the conclusion that the Settlement is free of collusion and undue influence.

5. In addition, the proposed Class under the Settlement satisfies the prerequisites of Fed. R. Civ. P. 23(a) and (b)(3).

6. That is, the Class meets the numerosity, commonality, typicality, and adequacy prerequisites under Rule 23(a), and questions of law and fact that are common to the Class Members predominate over any questions affecting individual members under Rule 23(b)(3).

7. Additionally, Plaintiffs seek approval of the proposed Notices and terms related to distribution of the Notices under the Settlement, which includes electronic mail, mailing by United States Mail, a settlement website established and maintained by the Administrator, and a toll-free number overseen by the administrator.

8. This Motion is supported by the records, filings, and proceedings herein, including the following:

a. Plaintiffs Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement; and

b. The Declaration of Mark S. Reich in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and exhibits attached thereto.

9. Pursuant to LR 7(k), Plaintiffs have conferred in good faith with Defendants concerning this Motion, and Defendants do not oppose the Motion as expressly contemplated by the terms of the Settlement.

10. Because this Motion is unopposed, and because it requests preliminary relief subject to final approval at a later date, Plaintiffs do not request oral argument or a hearing on this Motion, and respectfully request that this Motion be granted forthwith.

WHEREFORE, Plaintiffs respectfully request that the Court:

(A) Grant preliminary approval of the proposed Settlement;

(B) Preliminarily certify the Settlement Class for settlement purposes only, appoint the Named Plaintiffs as representatives of the Settlement Class, and appoint Levi & Korsinsky LLP as Class Counsel for the Settlement Class;

(C) Approve the Notices attached as Exhibit B and Exhibit C to the Settlement, as well as all proposed and applicable opt-out and objection deadlines as set forth therein, and direct that such Notice be issued to the Settlement Class in the manner set forth in the Settlement;

(D) Appoint RG/2 Claims Administration LLC as the Class Administrator to carry out the applicable functions and duties of the Administrator as set forth in the Settlement; and

(E) Schedule a date and time for a Final Approval and Fairness Hearing to

consider whether to finally approve the Settlement, as well as to consider Plaintiffs' requests for service awards, Plaintiffs' Counsel's request for an award of attorneys' fees and reimbursement of costs and expenses, including those costs and expenses of the Administrator, and to consider timely objections, if any, to any of the above.

Dated: March 5, 2025

**SHINDLER, ANDERSON, GOPLERUD &
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CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2025, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send a notice of electronic filing to all counsel listed of record.

By: /s/ J. Barton Goplerud

J. Barton Goplerud

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VOSE, LUCINDA JACKSON, DANA
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**MEMORANDUM OF LAW IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
RULE 23 CLASS ACTION
SETTLEMENT**

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I. INTRODUCTION

Under the Federal Rules of Civil Procedure 23(e), Plaintiffs Brittney Stoudemire, Amanda Vose, Lucinda Jackson, Dana Foler, and Barbara Grazioli (collectively, "Plaintiffs") respectfully move to enter an order certifying the settlement class as described herein (the "Class") for settlement purposes only and preliminary approval of the class action settlement (the "Settlement") negotiated to resolve Plaintiffs' Video Privacy Protection Act 18 U.S.C. § 2710, *et seq.* claim against Lee Enterprises, Inc. ("Defendant" or "Lee"; collectively with Plaintiffs, the "Parties") that is the subject of the above-captioned matter (the "Litigation").

In the Litigation, Plaintiffs alleged the Defendant voluntarily installed Meta Platforms, Inc.'s ("Meta", f/k/a Facebook, Inc.) tracking Pixel on its websites and configured the Pixel to cause the disclosure to Meta of subscribers' Facebook Identification Number ("Facebook ID") and the video content that subscribers were requesting or obtaining ("Video Content"), without the subscribers' consent. Defendant disputes that it shared Video Content without a subscriber's consent and further disputes that it has any liability for a violation of the VPPA or any other law. The Parties recognize the expense and risk associated with continuing the Litigation and therefore have reached an arm's length settlement of the issues and claims, which they now present to the Court for preliminary approval.

The Settlement presented for the Court's consideration is fair, reasonable, and adequate. After deduction of Court awarded fees, expenses, service awards, and administrative costs, Settlement Class Members who submit valid claims through a simple claims process will each receive a pro rata share of the Net Settlement Fund. Plaintiffs and their counsel have vigorously litigated this action on behalf of the Settlement Class and, through extensive arm's length

negotiations overseen by an experienced mediator, the Honorable Wayne R. Andersen (Ret.), have developed an understanding of the strength and weaknesses of this action.

For the reasons set forth herein, Plaintiffs respectfully request the Court enter an order: (1) preliminarily approving the Settlement, and certifying the Settlement Class identified in the Proposed Settlement Agreement, attached hereto as Exhibit A ; (2) appointing Plaintiffs as Class Representatives for the Settlement Class; (3) appointing Levi & Korsinsky LLP as Class Counsel; (4) directing notice to the Settlement Class and approve the form and manner thereof; (5) authorizing the retention of RG/2 Claims Administration LLC as Settlement Administrator; and (6) set a schedule for the final approval of the Settlement and Plaintiffs' motion for attorneys' fees and expenses and incentive awards.

II. BACKGROUND

A. Summary of Allegations

In the Litigation, Plaintiffs allege the Defendant, a local news media and advertising company that owns and operates websites that host and make accessible news articles and videos, intentionally installed the Meta tracking Pixel on its websites. Plaintiffs allege a tracking Pixel is a code placed on a website, that operates invisibly, and tracks how a visitor moves through, and interacts with, a website. Plaintiffs allege the Pixel enables websites to build profiles of users with the hope of improving the effectiveness of advertising targeting those users. Plaintiffs further allege the Pixel is used to monitor the video content a user views or requests (the "Video Content") and shares this information with Meta in violation of the VPPA. In the Litigation, the Defendant denies these allegations.

B. Procedural History

Plaintiffs filed suit against Defendant by filing a complaint on December 19, 2022, in the United States District Court for the Southern District of Iowa. Defendant filed a Motion to Dismiss on March 30, 2023. On July 20, 2023, Defendant's Motion to Dismiss was denied. On August 17, 2023, Defendant filed an Answer to the Complaint denying the allegations generally and asserting 20 affirmative defenses.

After a scheduling order and discovery plan was docketed by the Court on August 29, 2023, the Parties engaged in extensive discovery involving the exchange of interrogatory answers and electronically stored information and information about website users. In addition, Plaintiffs took the Rule 30(b)(6) deposition of a corporate representative of the Defendant.

Thereafter, the Parties agreed to engage in settlement discussions and proceed with a mediation with the Honorable Wayne R. Andersen (Ret.) of JAMS. At a July 8, 2024 conference, the Parties advised the Court of the good faith efforts to participate in a mediation.

The Parties participated in an all-day in-person mediation session with Judge Andersen on November 5, 2024. Following the mediation session, and with Judge Andersen's continued assistance, the parties reached a settlement, which is memorialized in the Proposed Settlement Agreement attached hereto as Exhibit A.

III. KEY TERMS OF THE PROPOSED SETTLEMENT

A. The Proposed Class

The Settlement Class is comprised of 1,528,941 Lee subscribers identified on the Settlement Class List generated by Lee. Excluded from the Settlement Class are: (1) the Judge

and Magistrate Judge presiding over this Action and their immediate family members and staff members; (2) Lee, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Lee has a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. *See* Proposed Settlement Agreement, attached hereto as Exhibit A, ¶ 30.

B. Monetary Compensation

Within sixty (60) days of the entry of the Preliminary Approval Order, Lee or Lee's insurer shall deposit the sum of Nine Million Five Hundred Thousand and xx/100 Dollars (\$9,500,000.00) into an account established and administered by the Settlement Administrator at a financial institution agreed upon by Class Counsel and Lee. The Nine Million Five Hundred Thousand and xx/100 Dollars (\$9,500,000.00) represents the entirety of Lee's financial obligations with respect to this Settlement and shall be used to pay all expenses and costs associated with the administration of this Settlement, including paying Notice and Administrative Expenses, paying Approved Claims, paying Service Award Payments, paying the Fee Award and Costs, and paying any and all Taxes and Tax-Related Expenses. *See* Exh. A, ¶ 37.

The Settlement Fund shall be used by the Settlement Administrator to pay for the following: (1) Approved Claims; (2) Notice and Administrative Expenses; (3) the Fee Award and Costs approved by the Court; (4) Taxes and Tax-Related Expenses; and (5) the Service Awards approved by the Court. Responsibility for effectuating payments shall rest solely with the Settlement Administrator; Lee shall have no responsibility whatsoever with respect to effectuating such payments. *See* Exh. A, ¶ 41.

C. Settlement Class Notice, Opt-Outs, and Objections

Within fourteen (14) business days after the date of entry of the Preliminary Approval Order, Lee will provide the Settlement Class List to the Settlement Administrator. Within forty-five (45) days after receipt of the Settlement Class List, the Settlement Administrator shall disseminate Notice to the Settlement Class. Notice will be drafted by Class Counsel in conjunction with the Settlement Administrator and subject to approval by Lee's Counsel and provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice shall be primarily accomplished by electronic means (e.g., email), and if needed, shall include publication notice on one or more of the Lee Sites as determined by the Settlement Administrator, at no cost to the Settlement Class. One or more reminder Notices shall be emailed to Settlement Class Members prior to the Claims Deadline. Notice may also be sent by postcard to those Settlement Class Members whose email addresses are invalid and for whom a valid mailing address is available. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline. *See* Exh. A, ¶¶ 18, 45.

The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. *See* Exh. A, ¶ 47. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Court no later than the Objection Deadline. *See* Exh. A, ¶ 48.

D. Releases

Upon the Effective Date¹ of the Settlement, and in consideration of the Settlement benefits, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have released, acquitted, and forever discharged the Lee Releasees from any and all claims, counterclaims, demands right, demand, charge, complaint, action, cause of action, obligation, or liability for actual or statutory damages, punitive damages, restitution or other monetary or nonmonetary relief of any and every kind arising from or related to the tracking methods or the VPPA, as alleged in the action or the Settlement Agreement, whether known, or unknown, suspected, unsuspected, foreseen or unforeseen under the law of any jurisdiction (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement). *See* Exh. A, ¶ 60.

Further, Lee shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory

¹ “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment; (ii) entry of the Final Approval Order and Judgment if no parties have standing to appeal; or (iii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired. *See* Exh. A, ¶ 10.

damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement). *See* Exh. A, ¶ 62.

IV. ARGUMENT

Rule 23(e) provides that any "claims, issues, or defense of a certified class – or a class proposed to be certified for purposes of settlement – may be settled, voluntarily dismissed, or compromised only with the court's approval." The policy of "favoring the voluntary resolution of litigation through settlement is particularly strong in the class action context." *White v. NFL*, 822 F. Supp. 1389, 1416 (D. Minn. 1993). Indeed, "federal courts naturally favor the settlement of class action litigation." *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996).

In general, "approval of a class action settlement under Federal Rule of Civil Procedure 23(e) is a two-step process." *Dryer v. NFL*, 2013 U.S. Dist. LEXIS 49993, at *7 (D. Minn. Apr. 5, 2015). First, "the court must enter a preliminary approval order, and second, after providing notice of the proposed settlement to the class and a final fairness hearing is conducted, the Court must enter a final approval order." *Id.* At the preliminary approval stage, the Court "makes preliminary determinations with respect to the fairness of the settlements terms, approves the means of notice to class members, and sets a date for" the final approval and fairness hearing. *Schoenbaum v. E.I. Dupont De Nemours & Co.*, 2009 U.S. Dist. LEXIS 114080, at *13 (E.D. Mo. Dec. 8, 2009). Here, the proposed Settlement and Notice easily meet the applicable fairness and due process standards under Eighth Circuit precedence. As such, Plaintiffs respectfully request that the Court grant this motion and schedule a final fairness hearing accordingly.

A. The Settlement Meets the Fairness Standards for Preliminary Approval

As a threshold matter, the Court should make a preliminary determination that the Settlement reflects the terms within the range of possible judicial approval after a final fairness hearing. *See Phillips v. Caliber Home Loans, Inc.*, 2021 U.S. Dist. LEXIS 133899, at *15-16 (D. Minn. July 19, 2021) (“preliminary approval is appropriate so long as the proposed settlement falls within the range of possible judicial approval”).

“In determining whether a settlement is fair, reasonable, and adequate,” courts analyze four factors: “(1) the merits of the plaintiff’s case, weighed against the terms of the settlement; (2) the defendant’s financial condition; (3) the complexity and expense of further litigation; and (4) the amount of opposition to the settlement.” *In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, 396 F.3d 922, 932 (8th Cir. 2005). “The last of these factors is analyzed at the final approval stage, following the class notification” and the first factor – an evaluation of the merits weighed against the settlement terms – is the “most important consideration in deciding whether a settlement is fair, reasonable, and adequate.” *Dryer*, 2013 U.S. Dist. LEXIS 49993, at *8.

The Court is to undertake its assessment of these factors with a presumption that the proposed settlement is fair, reasonable, and adequate when it has resulted from arm’s length negotiations between well-informed counsel. *Wineland v. Casey’s Gen. Stores, Inc.*, 267 F.R.D. 669 (S.D. Iowa 2009). Moreover, this presumption is even stronger in cases, such as here, where the settlement resulted from mediation, because the presence of a neutral mediator “helps to ensure that the proceedings were free of collusion and undue pressure.” *D’Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001). Here, the Settlement was the result of arm’s length negotiations performed through mediation. As a result, the Parties’ Settlement is entitled to a presumption that it is fair, reasonable, and adequate, especially at this preliminary approval stage.

1. The Merits of Plaintiffs' Case As Weighed Against the Terms of the Settlement Support Approval

“The single most important factor in determining whether a settlement is fair, reasonable, and adequate is a balancing of the strength of the plaintiff’s case against the terms of the settlement.” *Van Horn v. Trickey*, 840 F.2d 604, 607 (8th Cir. 1988). In considering this factor, Courts “cannot be expected to balance the scales with the nicety of an apothecary”; rather, “gross approximation, and rough justice” will suffice. *White*, 822 F. Supp at 1417.

Applying these standards here, there is no question that this factor supports approval of the Settlement. The settlement payment in the amount of \$9,500,000 will yield a significant benefit to each of the participating Class Members. Even assuming that the Settlement Fund is reduced by 40% for the payment of service awards, class counsel’s fees and costs, and the expenses of the administrator, at least \$5.7 Million will remain as the residual Settlement fund. The Settlement also requires business practice revisions that provide significant benefits to the Class Members.

Further, the Court need not evaluate the Settlement in a vacuum as this Settlement aligns and compares favorably with the VPPA settlements and other privacy settlements that came before it. *See, e.g., Lane v. Facebook, Inc.*, No. C 08-3845 RS, 2010 U.S. Dist. LEXIS 24762 (N.D. Cal. Mar. 17, 2010) (approving settlement in VPPA case that only provided *cy pres* relief with no monetary relief to Settlement Class Members); *In re Vizio, Inc., Consumer Privacy Litig.*, 2019 WL 12966638, at *4 (C.D. Cal. July 31, 2019)(approving settlement in VPPA case that provided each claimant with an estimated \$16.50 at a claims rate of 4.1%); *In re Google LLC Street View Elec. Commc’ns Litig.*, 2020 WL 1288377, at *11-14 (N.D. Cal. Mar. 18, 2020)(approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act); *Adkins v. Facebook, Inc.*, No. 18-cv-

05982-WHA (N.D. Cal. May 6, 2021)(dks. 350, 369)(approving settlement for injunctive relief only, in class action arising out of Facebook data breach); *Waller et al v. Times Publishing Co.*, No. 2023-027889-CA-01 (Fla. 17th Cir. Ct.)(approving settlement in VPPA case that provided for \$950,000 common fund).

2. The Risks, Complexities, and Expenses of Continued Litigation Favor Approval

The next factor to consider at this preliminary approval stage – the risks, expenses, and uncertainties presented by further litigation – also favors approval of the Settlement. It is well established that “class actions place an enormous burden of costs and expenses upon the parties.” *Schmidt v. Fuller Brush Co.*, 527 F.2d 532, 535 (8th Cir. 1975); see also *In re Zurn Pex Plumbing Prods. Liab. Litig.*, 2013 U.S. Dist. LEXIS 26557, at *22 (D. Minn. Feb. 20, 2013) (“The complexity and expense of class action litigation is well recognized.”). Here, the Settlement, if approved, permits the parties to avoid meaningful future costs for experts, depositions, travel, lodging, and witness fees, amongst other numerous litigation expenses. Ultimately, this case could very well drag on for years at enormous expense, with the possibility that the class members receive nothing in the end.

Although Plaintiffs are confident in the strength of their claims, they nevertheless recognize that this litigation is inherently risky. Claims applying the VPPA to operation of the Pixel are still relatively untested. Further, absent the instant Settlement, Plaintiffs would have to conduct additional formal discovery, which would involve the lengthy, costly, and uncertain process of obtaining relevant information from Defendant and pursuing subpoenas against third parties like Meta. Assuming Plaintiffs survived summary judgment, Plaintiffs would need to certify and maintain a class over Defendant’s opposition. Plaintiffs would then need to prevail at trial and

secure an affirmance on appeal before recovering damages. Ultimately, continued litigation could add several more years before there is a resolution. Such risks support approval of this Settlement.

B. The Proposed Class Should Be Certified for Settlement Purposes

The Court should certify the proposed Class for purposes of settlement under Rules 23(a) and (b)(3). “The requirements for class certification are more readily satisfied in the settlement context than when a class has been proposed for the actual conduct of the litigation.” *White*, 822 F. Supp. at 1402. “[T]he rationale behind the loosening of [these] requirements is to encourage sweeping settlements of complex disputes.” *Id.* (Internal quotations and citations omitted). Here, the proposed settlement class easily meets the requirements of Rules 23(a) and (b)(3), especially when considering the lower bar for certifying a settlement class.

1. The Settlement Class Meets the Requirements of Rule 23(a)

Rule 23(a) contains four prerequisites to class certification, each of which is satisfied here.

Numerosity: Rule 23(a)(1) requires a proposed class to be “so numerous that joinder of all members is impracticable.” While “the question of what constitutes impracticability depends upon the facts of each case,” *See Boyd v. Ozark Air Lines*, 568 F.2d 50, 54 (8th Cir. 1977), there is a presumption that joinder of more than forty class member is impracticable. *Lowers v. United States*, 2001 U.S. Dist. LEXIS 23899, at *11 (S.D. Iowa 2001)(“[T]he difficulty inherent in joining as few as 40 class members should raise a presumption that joinder is impracticable, and the plaintiff whose class is that large or larger should meet the test of Rule 23(a)(1) on that fact alone.”); *see also Ark. Educ. Ass’n v. Bd. Of Educ.*, 446 F.2d 763, 765-66 (8th Cir. 1971)(certifying a class with 20 members). Here, the number of Class Members is in the hundreds of thousands and easily satisfies the numerosity requirement.

Commonality: Next, Rule 23(a)(2) provides for class certification only if “there are questions of law or fact common to the class.” Importantly, “[c]ommonality is not required on every question raised in a class action.” *DeBoer v. Mellon Mortg. Co.*, 64 F.3d 1171,1174 (8th Cir. 1995). “Rule 23 is satisfied when the legal question ‘linking the class members is substantially related to the resolution of the litigation.’” *Id.* (quoting *Paxton v. Union Nat’l Bank*, 688 F.2d 552, 561 (8th Cir. 1982)). Put succinctly, if a defendant “ha[s] engaged in standardized conduct towards members of the proposed class,” then the commonality prong is met even if there is “[s]ome factual variation in the details of individual claims.” *Boyd v. Godinez*, 2013 U.S. Dist. LEXIS 131571, at *7 (N.D. Ill. Sept. 16, 2013).

Here, Plaintiffs readily meet this standard, as many significant common questions of law and fact exist, including: (1) whether Defendant is a video tape service provider within the meaning of the VPPA; (2) whether the information Defendant allegedly disclosed to Meta constitutes PII under the VPPA; (3) whether Defendant knowingly disclosed Class Members’ PII to Meta; (4) whether Defendant gave notice to Class Members regarding the disclosure of such information; (5) whether Defendant obtained informed, written consent consistent with the requirements of the VPPA from Class Members before disclosing their information to Meta; (6) whether Defendant’s conduct violates the VPPA; and (7) whether Class Members are entitled to damages, declaratory, and injunctive relief, and other remedies.

All Settlement Class Members’ claims will be resolved by answering these common questions. Indeed, the overarching focus for all these inquiries is Defendant’s alleged common course of conduct, i.e., Defendant’s alleged knowing disclosure of Class Members’ PII through its use of the Facebook Pixel. Thus, commonality is satisfied.

Typicality: Rule 23(a)(3) requires “the claims or defenses of the representative parties” to be “typical of the claims or defenses of the class.” A named plaintiff’s claims are “typical” of the class’ claims when premised on the “same or similar grievances as the plaintiff.” *Paxton*, 688 F.2d at 561 (quoting *Donaldson v. Pillsbury Co.*, 554 F.2d 825, 830 (8th Cir. 1977)). This requirement “is generally considered satisfied if the claims or defenses of the representatives and the members of the class...are based on the same legal or remedial theory.” *Id.* at 561-61.

Here, Plaintiffs’ claims stem from the same course of conduct and pattern of alleged wrongdoing as the claims of the Settlement Class Members. When a Class Member accessed Video Content on Defendant’s website, the Pixel allegedly caused the Video Content and a Class Member’s Facebook ID to be transmitted to Meta by the Class Member’s web browsing device. Accordingly, named Plaintiffs’ claims are typical of the Class because they were subject to the same conduct as the other Class Members, and they are alleged to have suffered the same injury as a result.

Adequacy: Finally, Rule 23(a)(4)’s adequacy requirement is also met. Rule 23(a)(4) requires that “the representative parties will fairly and adequately protect the interest of the class.” In assessing the adequacy requirement, courts evaluate, “whether: (1) the class representatives have common interests with the members of the class, and (2) whether the class representatives will vigorously prosecute the interests of the class through qualified counsel.” *Paxton*, 688 F.2d at 562-63. So long as “the representatives [do] not have antagonistic or conflicting interests with the unnamed members of the class,” then they are adequate to serve. *Lerwill v. Inflight Motion Pictures, Inc.*, 582 F.2d 507, 512 (9th Cir. 1978).

Here, the named Plaintiffs have common interests with the members of the Class in seeking fair, reasonable, and adequate compensation for Defendant's alleged violation of the VPPA. Indeed, the named Plaintiffs' distributions from the Settlement Fund will be calculated using the same methodology as the distributions to every other participating class member. Further, the named Plaintiffs have vigorously pursued and protected the interests of the Class in this case by, among other examples, maintaining, reviewing, and explaining relevant records probative of the Class' claims, including records regarding their subscription to Defendant's website and Facebook account information, seeking out and engaging highly qualified counsel, and negotiating a settlement that confers significant benefits to the Class. Accordingly, and as further evidenced by the favorable terms of the Settlement before the Court, the adequacy prong of Rule 23 is also satisfied.

2. Common Questions of Law and Fact Predominate Under Rule 23(b)(3)

Rule 23(b)(3) requires the Court to find "that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." "The predominance inquiry requires an analysis of whether a prima facie showing of liability can be proved by common evidence or whether this showing varies from member to member." *Halvorson v. Auto-Owners Ins. Co.*, 718 F.3d 773, 778 (8th Cir. 2013).

Here, common questions of the kind noted above predominate because there are few, if any, individualized factual issues, and because the core facts involve Defendant's uniform conduct that allegedly harmed all Class Members. Specifically, Plaintiffs allege that Defendant knowingly utilized the Facebook Pixel to disclose Class Members' PII to Meta, and that this conduct

uniformly injured Plaintiffs’ and the other Class Members’ legally protected interests under the VPPA.

The superiority element of 23(b)(3) is also met here. A class action is the most efficient judicial avenue where, as here, Defendant’s conduct affected hundreds of thousands of individuals in a uniform way. Other available methods, such as individual lawsuits or arbitrations, would be highly inefficient. The parties and judicial system would need to duplicate efforts in such individual proceedings, some of which might be brought in separate venues at different times. *See Bouaphakeo v. Tyson Foods, Inc.*, 564 F. Supp. 2d 870, 909 (N.D. Iowa 2008)(“The alternatives to class action litigation in this case are individual lawsuits by class members. There is no doubt this would be more burdensome on the class members, and it would likely be less efficient use of judicial resources.”).

As the requirements of Rule 23(a) and (b) are satisfied, Plaintiffs ask that the Court (1) certify the Class for settlement purposes, (2) appoint the named Plaintiffs as class representatives, and (3) appoint Levi & Korsinsky LLP as Class Counsel.

C. The Court Should Approve the Form and Content of the Proposed Notice

If a settlement class is certified, Rule 23(e)(1) requires the Court to “direct notice in a reasonable manner to all class members who would be bound by the proposal.” Moreover, Rule 23(e)(2) requires the Court to “direct to class member the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” A proper notice “is written in plain English and is readily understandable by Class Members.” *In re Lutheran Blvd. Variables Ins. Prods. Co. Sales Practices Litig.*, 2004 U.S. Dist. LEXIS 25412, at *29 (D. Minn. Dec. 16, 2004).

Here, the proposed notice will primarily be accomplished by electronic means, such as email, and if needed, will be published on one or more of the Lee websites. Notice may also be sent by postcard to Settlement Class Members whose email addresses are invalid. *See* Exh. A, ¶ 18. The proposed notice will include, in plain language, an explanation of the procedure to opt out of the Settlement or to object to the Settlement. *See* Exh. A, ¶¶ 47, 48.

As such, the proposed notice before this Court fulfills each of these requirements.

D. Proposed Schedule

As a final matter, certain deadlines must be approved and established so that they may be incorporated into the Notice, including the date for a Final Approval Hearing. After consulting with Defendant's counsel, Plaintiffs propose the following schedule:

Event	Proposed Deadline
Deadline for mailing the Notice	Forty-five (45) days after receipt of Settlement Class List
Class Member opt-out and objection deadline	Forty-five (45) days after the Notice Deadline
Deadline for filing papers in support of Final Approval (including specific class service awards) and Plaintiffs' Counsel's Request for Attorneys' Fees and Costs	At least ninety (90) days after the Settlement Administrator notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715

For the foregoing reasons, Plaintiffs respectfully request that the Court (1) preliminarily approve the proposed settlement, (2) preliminarily certify the settlement class for settlement purposes only, (3) approve and authorize the distribution of the proposed notice to class members, (4) name RG/2 Claims Administration LLC as the Class Administrator, and (5) schedule a date and time for the Final Approval Hearing to consider approval of the settlement and request for specific class service awards and motion for approval of Plaintiffs' counsel's attorneys' fees and costs.

Dated: March 5, 2025

**SHINDLER, ANDERSON, GOPLERUD &
WEESE, P.C.**

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*admitted *pro hac vice*

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2025, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send a notice of electronic filing to all counsel listed of record.

By: /s/ J. Barton Goplerud
J. Barton Goplerud

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

BRITTNEY STOUDEMIRE, AMANDA
VOSE, LUCINDA JACKSON, DANA
FOLEY, and BARBARA GRAZIOLI on
Behalf of Themselves and All Others
Similarly Situated,

Plaintiffs,

v.

LEE ENTERPRISES, INC.

Defendant.

Civil Action No. 3:22-cv-00086-SHL-SBJ

**DECLARATION OF MARK S. REICH
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

**DECLARATION OF MARK S. REICH IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Mark S. Reich, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a partner at Levi & Korsinsky, LLP, counsel of record for Plaintiffs in this action. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.

2. I make this Declaration in support of the proposed Settlement reached between the parties after extensive arm's-length negotiation, a true and accurate copy of which is being filed concurrently herewith. It is my opinion that the proposed Settlement in this litigation is fair, adequate, and reasonable, so as to satisfy the requirements for preliminary and, ultimately, final approval pursuant to Fed. R. Civ. P. 23.

3. Attached hereto as Exhibit A is a true and current copy of the Parties' Class Action Settlement Agreement. Attached hereto as Exhibit B is the proposed short form notice.

Attached as Exhibit C is the proposed long form notice. Attached hereto as Exhibit D is the proposed claim form.

PROCEDURAL HISTORY

4. On December 19, 2022, Plaintiffs filed a putative class action in the United States District Court for the Southern District of Iowa. The material allegations of the Complaint center on Defendant's alleged violation of the Video Privacy Protection Act 18 U.S.C. § 2710, *et seq.* ("VPPA"). (ECF No. 1)

5. Defendant responded to the Complaint by filing a motion to dismiss pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) on March 20, 2023. (ECF No. 19). On May 9, 2023, Plaintiffs opposed Defendant's motion to dismiss (ECF No. 27), and on May 22, 2023, Defendant filed a reply in further support of the motion to dismiss. (ECF No. 30). The Court heard oral arguments on the motion to dismiss on June 12, 2023.

6. On July 20, 2023, the Court issued an Opinion and Order denying Defendant's motion to dismiss in its entirety. (ECF No. 33).

7. The Court entered a Text Order on August 4, 2023 (ECF No. 36), setting a Scheduling Conference for August 23, 2023, and ordering that the Parties confer and file a proposed scheduling order and discovery plan by August 18, 2023.

8. On August 17, 2023, Defendant filed an Answer to the Complaint denying the allegations generally and asserting 20 affirmative defenses. (ECF No. 37).

9. On August 18, 2023, the Parties filed a Proposed Scheduling Order and Discovery Plan (ECF No. 38), and the Court docketed the Scheduling Order on August 29, 2023. (ECF No. 41). The Scheduling Order provided the following deadlines: Initial Disclosure due September 6, 2023; Deadline for motions to add parties and deadline for motions to amend

pleadings due October 11, 2023; Expert witness disclosure deadline was set for June 4, 2024 for Plaintiffs, July 19, 2023 for Defendant, and August 18, 2024 for Plaintiffs' rebuttal; Deadline for completion of discovery set for November 1, 2024; Deadline for dispositive motions set for March 19, 2025, with a response deadline of April 23, 2025, and a reply deadline of May 28, 2025.

10. Plaintiffs served their Initial Disclosures on Defendant 'on September 9, 2023.

11. On September 14, 2023, Plaintiffs served their First Set of Requests for Production of Documents on Defendant'.

12. Plaintiffs served a Subpoena to Produce to non-party Meta on October 13, 2023. Plaintiffs' counsel and counsel for Meta exchanged letters and met and conferred numerous times on the scope of Plaintiffs' requests.

13. On October 20, 2023 Plaintiffs served their First Set of Interrogatories on Defendant. On that same day, Defendant served their Responses to Plaintiffs' First Set of Requests for Production on Documents.

14. Plaintiffs served their Responses to First Set of Requests for Production and First Set of Interrogatories on Defendant' on November 27, 2023. Also on November 27, 2023, Defendant served its Responses to Plaintiffs' First Set of Interrogatories'.

15. On December 14, 2023, Plaintiffs' counsel sent Defendant's counsel a deficiency letter relating to Defendant's responses to Plaintiffs' First Set of Interrogatories. The letter invited Defendant to schedule a meet and confer to clarify its positions with respect to its broad-sweeping objections and decisions to withhold any production of documents until it met and conferred with Plaintiffs.

16. On December 20, 2023, a meet and confer call was held to discuss Defendant's responses to Plaintiffs' First Set of Requests for Production.

17. On December 26, 2023, Plaintiffs served a Notice of Taking 30(b)(6) Deposition of Defendant on Defendant and emailed proof of service to Defendant's Counsel.

18. On January 9, 2024, the Parties filed a Joint Motion for Entry of Stipulated Protective Order regarding trade secrets and confidential information (ECF No. 42) and the Order was granted on January 11, 2024 (ECF No. 43).

19. Defendant's counsel served Defendant's Objections and Responses to Plaintiffs' Notice of Taking 30(b)(6) Deposition of Defendant to Plaintiffs' counsel on January 22, 2024. On that same day, Defendant also provided its First Production of Documents.

20. On January 25, 2024, the Parties participated on a meet and confer call was held to discuss the 30(b)(6) topics.

21. A follow up meet and confer was held on February 13, 2024, to finish the discussion of the 30(b)(6) topics.

22. On March 1, 2024, Plaintiffs emailed a document production to Defendants' counsel.

23. A Status Conference was held on March 4, 2024, where the Parties were instructed to file an Amended Proposed Scheduling Order, which the Parties then filed on March 5, 2024. (ECF No. 47). The Court adopted the Amended Proposed Scheduling Order on March 6, 2024 (ECF No. 48) setting the following deadlines: Plaintiffs shall produce Experts for depositions by September 16, 2024, and Defendant shall produce Experts for depositions by November 11, 2024.

24. Throughout March and April 2024, Plaintiffs' counsel engaged with 'defense counsel regarding document production and the scheduling of the 30(b)(6) depositions.

25. On April 22, 2024, a call was held between Plaintiffs' counsel and Defendant's counsel to discuss scheduling 30(b)(6) depositions, document productions, and potential of a settlement conference.

26. Defendant produced its Second Production of Documents on May 4, 2024.

27. On May 14, 2024, a meet and confer was held to discuss 30(b)(6) topics, production disagreements and discovery issues.

MEDIATION AND SETTLEMENT NEGOTIATIONS

28. On May 18, 2024, in anticipation of beginning to engage in settlement discussions, Defendant's counsel provided Plaintiffs' counsel with the number of website subscribers, including the number of digital subscribers of the Lee sites that visited webpages containing a standalone video, which helped aid in formulating Plaintiffs' settlement demand.

29. After months of email communications and meet and confer calls to schedule a 30(b)(6) deposition, a 30(b)(6) deposition was held of Mark Bullard, the Corporate Designee for Lee, in Park City, Utah on June 26, 2024.

30. During the course of settlement communications between the Parties prior to agreeing to formal mediation, the Parties discussed and contemplated certain parameters, including, a settlement demand and settlement offer range, and Plaintiffs' commitment to focus their demand on the number of digital subscribers who navigated to a page with a standalone video.

31. A telephonic Status Conference was held on July 8, 2024, where the Parties informed the Court of their plan to mediate the action before retired Judge Wayne R. Andersen

in November 2024. The Parties were instructed to submit a Joint Proposed Second Amended Scheduling Order on or before July 15, 2024, based on the scheduled Mediation.

32. Immediately following the Status Conference on July 8, 2024, the Parties reached out to JAMS to schedule the mediation before Judge Wayne R. Andersen. The mediation was scheduled for November 5, 2024.

33. The Parties filed their Second Amended Proposed Scheduling Order and Discovery Plan on July 15, 2024. (ECF No. 51). An Order adopting the Second Amended Proposed Scheduling Order and Discovery Plan was docketed the same day, and provided the following deadlines: Plaintiffs to file Motion for Class Certification, Expert Reports, and Expert Disclosures by February 13, 2025; Plaintiffs shall produce experts for depositions by March 6, 2025; Defendant shall file Opposition to the Motion for Class Certification, Expert Reports, and Expert Disclosures by April 17, 2025; Defendant shall produce Experts for deposition by May 1, 2025; and Plaintiffs shall file Reply Brief in Support of Motion for Class Certification by May 27, 2025. (ECF No. 52).

34. Plaintiffs submitted their Mediation Statement to the JAMS portal on October 29, 2024. In preparing the mediation statement, Plaintiffs' counsel surveyed the field of other settlements in similar VPPA cases to come to a demand seeking a total settlement of \$60 per class member.

35. On November 5, 2024, the Parties engaged in a full day, in-person mediation before Judge Wayne R. Andersen in Fort Myers, Florida.

36. Following the mediation, Judge Wayne Andersen provided a mediator's proposal and recommended that the matter be resolved by Defendant's payment of \$9.5 million into a common fund. The Parties agreed to Judge Andersen's mediator's proposal."

**THE SETTLEMENT AGREEMENT PROVIDES SIGNIFICANT BENEFITS TO
THE SETTLEMENT CLASS**

37. The Settlement resolves claims asserted against Lee relating to Plaintiffs' allegations that Lee raked Plaintiffs' and Settlement Class Members' activity on the Lee Sites without the proper consent, then disclosed to Facebook.

38. Under the Settlement Agreement, Lee agreed to pay \$9.5 million into a non-reversionary Settlement Fund to resolve Plaintiffs' and Settlement Class Members' claims against Lee. The Settlement Fund will pay for: (1) costs of Notice and Settlement Administration; (2) any Service Award for the Settlement Class Representative approved by the Court; (3) any attorneys' fees and expenses approved by the Court; and (4) Settlement Payments for the Settlement Class pursuant to the Settlement. The Settlement also requires Lee to make business practices changes

39. The "Settlement Class" includes means the approximately 1.5 million Lee paid subscribers identified on the Settlement Class List generated by Lee who accessed video material with Lee at any time from December 1, 2020, until March 4, 2025 and who used Facebook during that time. Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over this Action; (2) Lee, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Lee has a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

40. The Settlement requires that the Net Settlement Fund (after deducting for notice and administration costs and any Court-approved Service Award to the Settlement Class Representative and attorneys' fees and expenses) be distributed pro rata to all of the Settlement Class Members who file timely and valid claims.

41. Any residual funds remaining in the Settlement Fund after the payment of all Claims and the expiration of time permitted to deposit Settlement Payments made by a check, shall be paid to a *cy pres* recipient agreed to by Class Counsel and Lee, and as approved by the Court.

THE NOTICE PLAN IS THE BEST PRACTICABLE

42. The Settlement proposes a Notice plan requiring direct notice to be emailed or, alternatively, mailed to each Settlement Class Member. The Settlement Administrator, RG/2 Claims Administration LLC will be responsible for issuing notice according to the Settlement's terms.

43. For the purposes of effectuating individualized, direct Notice, RG/2 Claims Administration LLC shall send Notice with pertinent information regarding the Settlement Agreement via email, and via U.S. mail to Settlement Class Members whose email addresses are invalid and for whom an address is available.

44. The Settlement Administrator shall also establish a Settlement Website, which will include the Settlement Agreement, relevant pleadings, the Long Form Notice, any relevant Court orders regarding the Settlement, and a list of frequently asked questions mutually agreed upon by the Parties.

45. The Notice plan is consistent with other effective, court-approved settlement notice programs, and is the best notice practicable. Under the Notice Plan, the parties expect virtually all Settlement Class Members to receive direct notice and will engage in other means if it becomes apparent that some Settlement Class Members have not received notice. I believe the proposed Notice Plan represents the best practicable notice to Settlement Class Members and satisfies all due process considerations and meets the requirements of Federal Rule of Civil Procedure 23(e)(1)(b).

REQUEST FOR SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES

46. Under the Settlement Agreement, Plaintiffs' Counsel may move the Court for award of attorneys' fees and expenses and for payment of a Service Award to the Settlement Class Representatives of \$2,500.00.

47. Any amount awarded by the Court for the Service Award and attorneys' fees and expenses will be paid from the Settlement Fund.

48. The Settlement is not contingent on the Court's approval of the payment of any attorneys' fees or expenses

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

49. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arms' length.

50. My firm, Levi & Korsinsky, LLP, has significant experience in litigating class actions of similar size, scope, and complexity to this instant action. *See* Firm Resume of Levi & Korsinsky, LLP, attached hereto as Exhibit E.

51. We vigorously pursued the Action and represented the interests of Plaintiffs and the Settlement Class, and have a strong understanding of the strengths and weaknesses of Plaintiffs' claims based on their experience, knowledge obtained from representing Plaintiffs, the exchange of information between the Parties, and their vigorous mediation efforts. Plaintiffs' Counsel thus have adequate information to assess the reasonableness of the Settlement.

52. Plaintiffs' Counsel recognizes that despite our belief in the strength of Plaintiffs' claims, and Plaintiffs' and the Class's ability to ultimately secure a favorable judgment at trial, the

expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain.

53. Given these litigation risks, this Settlement is an excellent result in a complex, high risk, hard-fought case that provides a substantial recovery for Plaintiff and the Settlement Class.

54. Plaintiffs and proposed Class Counsel believe that the relief provided by the settlement weighs heavily in favor of a finding that the settlement is fair, reasonable, and adequate, and well within the range of approval.

55. Because the Settlement represents a fair and reasonable recovery on behalf of Plaintiff and the proposed Settlement Class, Class Counsel believe that the Court should preliminarily approve the Settlement and direct Notice to be issued to the Settlement Class.

Executed this 5th day of March, 2025 at New York, New York.

/s Mark S. Reich

Mark S. Reich

Execution Copy

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into on this ____ day of March 2025, by and between Brittney Stoudemire, Amanda Vose, Lucinda Jackson, Dana Foley, Douglas Castle, and Barbara Grazioli, individually and on behalf of the Participating Settlement Class Members (as defined below) (collectively referred to as the "Plaintiffs"), and Lee Enterprises, Incorporated ("Lee" or "Defendant") (together with "Plaintiffs", the "Parties"), in the action styled as *Stoudemire, et al. v. Lee Enterprises, Inc.*, Case No. 3:22-cv-00086-SHL-SBJ (the "Action"), pending in the U.S. District Court for the Southern District of Iowa.

RECITALS

WHEREAS, in the Action Plaintiffs allege Lee violated the Video Privacy Protection Act, 18 U.S.C. § 2710 ("VPPA") through the use of tracking methods ("Tracking Methods") that Lee uses in connection with all websites owned and operated by Lee (the "Lee Sites"); and

WHEREAS, Plaintiffs allege Lee knowingly tracked Plaintiffs' and Participating Settlement Class Members' activity on the Lee Sites without the proper consent, then disclosed to Facebook that information, which included (i) Plaintiffs' Facebook ID ("FID") and (ii) URLs containing the title of a video allegedly watched ("Video Media" and collectively the FID and Video Media are referred to as the "Personal Viewing Information"); and

WHEREAS, Lee moved to dismiss the Action on March 30, 2023, and following the completion of briefing and oral argument, the Court issued an order on July 20, 2023, denying Lee's motion to dismiss;

WHEREAS, Plaintiffs and Lee engaged in discovery related to the claims and defenses asserted;

WHEREAS, to avoid the risks, expense, and uncertainties of litigation, Plaintiffs and Lee have engaged in settlement negotiations pursuant to Federal Rule of Evidence ("FRE") 408, which included (i) informal settlement discovery and conferences between the Parties; (ii) an exchange of mediation briefs; and (iii) a formal mediation before the Honorable Wayne Andersen (Ret. U.S.D.J.) ("Judge Andersen"); and

WHEREAS, following extensive arm's length settlement negotiations in an all-day mediation session on November 5, 2024, conducted by Judge Andersen, followed by a mediator's proposal issued by Judge Andersen, the Parties reached a settlement in principle; and

WHEREAS, Lee has denied and continues to deny any wrongdoing whatsoever including, without limitation, as to the allegations and any and all liability or damages with respect to any and all facts and claims alleged in the Action, whether as to individual plaintiffs or as to members of the putative class, including but not limited to claims alleging Lee knowingly tracked Plaintiffs' and Participating Settlement Class Members' activity on the Lee Sites without the proper consent, then disclosed that information, including Personal Viewing Information, to Facebook; and

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WHEREAS, this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession by Lee as to any claim, fault, liability, wrongdoing or damage whatsoever, or as to any infirmity in the defenses that Lee has asserted or would assert, or as to the requirements of Federal Rule of Civil Procedure 23 and whether Plaintiffs satisfy those requirements;

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration described above and provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. "Approved Claim" means a timely submitted Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator.

2. "Lee" or "Lee Enterprises" means Lee Enterprises, Incorporated, and its predecessors, successors, affiliates, subsidiaries, parent and assigns and their respective directors, shareholders, principals, partners, officers, agents, dealers, suppliers, attorneys, representatives, employees, and insurers.

3. "Lee's Counsel" means Troutman Pepper Locke LLP.

4. "Claim Form" or "Claim" means the form Participating Settlement Class Members must timely submit to be eligible for a pro-rata Settlement Payment from the Net Settlement Fund under the terms of this Agreement. The format of the Claim Form, which shall be available on the Settlement Website, and mailed to Settlement Class Members who request that a Claim Form be mailed, will be attached to the Settlement Class Notice.

5. "Claims Deadline" means the last day to submit a timely Claim Form, which will occur forty-five (45) days after the Notice Deadline.

6. "Claims Period" means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

7. "Class Counsel" means Levi & Korsinsky, LLP and Shindler, Anderson, Goperud & Weese, P.C.

8. "Plaintiffs" or "Settlement Class Representatives" mean Brittney Stoudemire, Amanda Vose, Lucinda Jackson, Dana Foley, Douglas Castle, and Barbara Grazioli.

9. "Court" means the Honorable Stephen H. Locher in the U.S. District Court for the Southern District of Iowa, or such other judge to whom the Action may hereafter be assigned.

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10. "Effective Date" means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment; (ii) entry of the Final Approval Order and Judgment if no parties have standing to appeal; or (iii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

11. "Fee Application" means any motion for an award of attorneys' fees, Litigation Costs and Expenses, and Service Award Payments to be paid from the Settlement Fund, as set forth in Paragraphs 64 and 66.

12. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel and other Plaintiffs' counsel at the discretion of Class Counsel.

13. "Final Approval Order and Judgment" means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Lee's Counsel will work together on a mutually agreeable proposed Final Approval Order and Judgment for the Court's consideration.

14. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

15. "Lee Releasees" means Lee, and each of its predecessors in interest, present and former subsidiaries, parents, affiliates, divisions, joint ventures, and controlled entities, and, solely in its capacity as such, each of the preceding entities' past present and future insurers, subrogees, co-insurers and reinsurers, agents, representatives, officers, directors, employees, principals, partners, members, shareholders and owners, predecessors, successors, assigns, transferees, heirs, executors, administrators, attorneys and anyone acting on their behalf or under their control.

16. "Litigation Costs and Expenses" means costs and expenses incurred by Class Counsel and other Plaintiffs' counsel in connection with commencing, prosecuting, and settling the Action.

17. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses; (ii) the Fee Award and Costs; and (iii) Service Award Payments.

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18. "Notice" or "Settlement Class Notice" means notice of the proposed class action Settlement to be drafted by Class Counsel in conjunction with the Settlement Administrator and subject to approval by Lee's Counsel and provided to Settlement Class Members pursuant to the Preliminary Approval Order prior to the Claims Deadline. "Notice" shall be primarily accomplished by electronic means (e.g., email), and if needed, shall be by postcard mailed to those Settlement Class members whose email address is invalid and who have a valid mail address on file with Lee. If no valid mail or email address exists, notice may occur by publication on one or more of the Lee Sites where a Settlement Class member has a Lee subscription. Any publication notice on Lee Sites shall be at no cost to the Settlement Class.

19. "Notice Deadline" means the last day by which Notice must be issued to the Settlement Class Members, and will occur within forty-five (45) days after receipt by the Settlement Administrator of the Settlement Class List.

20. "Notice and Administrative Expenses" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, providing Notice of the Settlement to appropriate federal and state officials as required by the Class Action Fairness Act (28 U.S.C. §1715), providing reminder notices to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all taxes and reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

21. "Objection Deadline" is the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be forty-five (45) days after the Notice Deadline.

22. "Opt-Out Deadline" is the last day on which a Settlement Class Member may file a Request for Exclusion from the Settlement Class, which will be forty-five (45) days after the Notice Deadline.

23. "Participating Settlement Class Member" means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

24. "Preliminary Approval Order" means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Lee's Counsel will propose to the Court a mutually acceptable proposed Preliminary Approval Order for the Court's consideration.

25. "Released Claims" means any and all Claims that are released as provided for in paragraph 60 of the Settlement Agreement.

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26. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

27. "Service Award Payments" means compensation awarded by the Court and paid to the Settlement Class Representatives, Brittney Stoudemire, Amanda Vose, Lucinda Jackson, Dana Foley, Douglas Castle, and Barbara Grazioli, in recognition of their role in this litigation and their efforts on behalf of the Settlement Class.

28. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

29. "Settlement Administrator" means RG2 Claims Administration LLC or such other Settlement Administrator that Class Counsel and Lee's Counsel may agree upon, subject to Court approval.

30. "Settlement Class" means any of the approximately 1.5 million Lee subscribers identified on the Settlement Class List generated by Lee who requested or accessed video material on a Lee website at any time from December 19, 2020, until the date this Agreement is signed as provided for on page 1 and who was a Facebook user during that time. Excluded from the Settlement Class are: (i) the Judge and Magistrate Judge presiding over this Action and their immediate family members; (ii) Lee, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Lee has a controlling interest and their current or former officers, directors, and employees; and (iii) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

31. "Settlement Class List" means the list generated by Lee containing the full names, email addresses, and current or last known addresses where known for all persons who fall under the definition of the Settlement Class, which Lee shall provide to the Settlement Administrator within ten (10) days of the Preliminary Approval Order.

32. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.

33. "Settlement Fund" means nine million five hundred thousand dollars (\$9,500,000.00) to be paid by on behalf of Lee as specified in Paragraph 37, plus any interest accrued thereon after payment, which represents the full and complete limit and extent of Lee's financial obligations with respect to the Settlement.

34. "Settlement Payment" or "Settlement Check" mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Paragraph 37. The value of each Settlement Payment shall be determined by dividing the Net Settlement Fund by the number of valid Claim Forms approved by the Settlement Administrator.

35. "Settlement Website" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the

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mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, the Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

36. "Taxes and Tax-Related Expenses" means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Lee with respect to any income or gains earned by or in respect of the dollar amount in the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

37. **Establishment of Settlement Fund.** Within thirty (30) days of the entry of the Preliminary Approval Order, Lee or Lee's insurer shall deposit the sum of Nine Million Five Hundred Thousand and xx/100 Dollars (\$9,500,000.00) into an account established and administered by the Settlement Administrator at a financial institution agreed upon by Class Counsel and Lee. The Nine Million Five Hundred Thousand and xx/100 Dollars (\$9,500,000.00) represents the entirety of Lee's financial obligations with respect to this Settlement and shall be used to pay all the expenses, costs associated with the administration of this Settlement, including paying Notice and Administrative Expenses, paying Approved Claims, paying Service Award Payments, paying the Fee Award and Costs, and paying any and all Taxes and Tax-Related Expenses. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Lee within five (5) days of the entry of the Preliminary Approval Order.

38. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Lee in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraphs 57 or 58. Any residual funds remaining in the Settlement Fund after the payment of all Approved Claims and the expiration of time permitted to deposit Settlement Payments made by a check, shall be paid to a *cy pres* recipient agreed to by Class Counsel and Lee, and as approved by the Court.

39. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date

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possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

40. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 57 or 58.

41. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Approved Claims; (ii) Notice and Administrative Expenses; (iii) the Fee Award and Costs; (iv) Taxes and Tax-Related Expenses; and (v) Service Award Payments approved by the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement. Responsibility for effectuating payments described in this paragraph shall rest solely with the Settlement Administrator and Lee shall have no responsibility whatsoever with respect to effectuating such payments.

42. Taxes and Representations. Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it associated with the receipt of funds they receive from the Settlement Fund pursuant to this Agreement.

III. SETTLEMENT BENEFITS AND ADMINISTRATION

43. Claims Administration Protocol. Settlement Class Members may submit claims to be compensated from the Settlement Fund. Settlement benefits shall be administered and paid by the Settlement Administrator as set forth in this Settlement Agreement.

44. Business Practice Revisions. Within ninety (90) days of service of the Preliminary Approval Order, Lee will suspend operation of the Facebook or Meta Pixel on any pages of its websites or application that track video content and have a URL that identifies the title of the video content requested or viewed (if any). Lee agrees to suspend operation of the sharing of video titles as provided in this Paragraph 44 until the VPPA is amended, repealed, or otherwise invalidated (including by judicial decision on the use of website pixel technology by the United States

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Supreme Court, any federal court of appeals, any U.S. federal district court located in Iowa, or an Iowa state court of general jurisdiction). Nothing herein shall prohibit the use of the Facebook or Meta Pixel where the disclosure of information to Facebook or Meta does not identify specific video materials that a user or subscriber has requested or where Lee has obtained consent that is compliant with the VPPA. Lee shall provide written certification of its compliance with the business practice revisions at or before the Final Approval Hearing.

IV. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

45. Notice. Within ten (10) business days after the date of the Preliminary Approval Order, Lee shall provide the Settlement Class List to the Settlement Administrator. Within forty-five (45) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be accomplished as set forth in Paragraph 18 of this Agreement. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline. The Settlement Administrator will also send postcard notice to anyone on the Settlement Class List whose email is determined to be invalid, and for whom a valid mailing address is available. The process to issue Notice as described in this paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

46. Final Approval Hearing. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with Paragraph 48 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

47. Opt-Outs. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement in the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

48. Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, email address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous 5 years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

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V. DUTIES OF THE SETTLEMENT ADMINISTRATOR

49. Duties of Settlement Administrator and Confidentiality Obligations. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement. Except as required to perform the functions contemplated by this Agreement, the Settlement Administrator shall treat the Settlement Class List as confidential information and shall not use it or share it with any third parties without the consent of Lee.

50. Limitation of Liability. The Parties, Class Counsel, and Lee's Counsel and Lee's insurer shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its 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 formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

51. Indemnification. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Lee's Counsel and Lee's insurer for (i) any act or omission or determination of the Settlement Administrator, or any of the Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

52. Certification of the Settlement Class. For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

53. Preliminary Approval. Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within forty-five (45) days thereof or a date thereafter that is agreeable to the Parties.

54. Final Approval. Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least ninety (90) days after the Settlement Administrator notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

55. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any

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suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

56. Modification. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

57. Settlement Not Approved. If: (i) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; (ii) the Effective Date does not occur; or (iii) the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order and Judgment not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

58. Termination. Lee may also unilaterally terminate this Agreement on seven (7) days written notice to Class Counsel if more than one hundred (100) individuals submit valid Requests for Exclusion, as agreed to by the Parties and submitted to the Court for *in camera* review.

59. Effect of Termination. In the event of a termination as provided herein, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Lee reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Lee did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification; and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Within three (3) business days after termination as provided for herein, the Settlement Fund shall be refunded to Lee, less any non-refundable, reasonable amounts already paid for Notice and Administrative Expenses.

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VIII. RELEASES

60. The Release. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have released, acquitted, and forever discharged the Lee Releasees from any and all claims, counterclaims, demands, rights, charges, complaints, actions, causes of action, obligations, or liabilities for actual or statutory damages, punitive damages, restitution or other monetary or nonmonetary relief of any and every kind arising from or related to the Tracking Methods or the VPPA, as alleged in the Action or this Settlement Agreement, whether known, or unknown, suspected, unsuspected, foreseen or unforeseen under the law of any jurisdiction (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

61. Mutual Understanding. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

62. Release of Settlement Class Representatives and Class Counsel. Upon the Effective Date, Lee (as defined herein) shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims, counterclaims, demands, rights, charges, complaints, actions, causes of action, obligations, or liabilities for actual or statutory damages, punitive damages, restitution or other monetary or nonmonetary relief of any and every kind arising from or related to the institution, prosecution or settlement of the Action whether known, or unknown, suspected, unsuspected, foreseen or unforeseen under the law of any jurisdiction (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

63. Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of Lee Releasees or based on any actions taken by any of Lee Releasees that are authorized or required by this Agreement or by the Final Approval Order and Judgment. Likewise, Lee Releasees, and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel, or based on any actions taken by Settlement Class Representatives and Class Counsel

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that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

IX. SERVICE AWARD PAYMENTS

64. Service Award Payments. At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed Two Thousand Five Hundred and xx/100 Dollars (\$2,500.00) per representative. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than three (3) days after the Effective Date.

65. No Effect on Agreement. In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

X. ATTORNEYS' FEES, COSTS, EXPENSES

66. Attorneys' Fees and Costs and Expenses. At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement Fund not to exceed one-third (33.33%) of the Settlement Fund for fees, plus 33.33% of any interest earned, and Class Counsel's request for reimbursement of out-of-pocket expenses. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement to the Esquire Bank account of Levi & Korsinsky, LLP, Levi & Korsinsky, LLP shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. The Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than ten (10) days after the Effective Date.

67. Allocation. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Lee shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

XI. NO ADMISSION OF LIABILITY

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

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69. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Lee Enterprises in the Action or in any proceeding in any court, administrative agency or other tribunal.

XII. MISCELLANEOUS

70. **Entire Agreement.** This Agreement shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. Except as otherwise provided in Paragraph 56, this Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval.

71. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

72. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

74. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall meet and confer with each other in good faith in an attempt to resolve the dispute prior to seeking Court intervention.

75. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Iowa, without regard to the principles thereof regarding choice of law.

76. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

77. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Mark S. Reich
Levi & Korsinsky LLP

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33 Whitehall Street, 17th Floor
New York, NY 10004
mreich@zlk.com

All notices to Lee provided for herein, shall be sent by overnight mail and email to:


Astrid Garcia, Esq.
Lee Enterprises
Vice President of Human Resources and Legal
Chief Legal Officer
4600 East 53rd Street
Davenport, Iowa 52807
Astrid.Garcia@lee.net

-and-

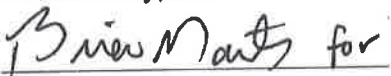
Angelo A. Stio, III
Troutman Pepper Locke LLP
301 Carnegie Center, Suite 400
Princeton, NJ 08540
angelo.stio@troutman.com

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

77. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.


By: 
Mark S. Reich
Levi & Korsinsky, LLP

Date: March 4 2025

By: 
J. Barton Goplerud
Shindler, Anderson, Goplerud & Weese, PC

Date: March 4 2025

Counsel for the Settlement Class

By: 
Angelo A. Stio, III
Troutman Pepper Locke LLP
Counsel for Defendant, Lee Enterprises, Incorporated

Date: March 4 2025

From: RG/2 Claims Administration LLC
To: JonQClassMember@domain.com
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Stoudemire, et al. v. Lee Enterprises, Inc., Case No. 3:22-cv-00086-SHL-WP
(United States District Court for the District for the Southern District of Iowa)

Our Records Indicate You Have Subscribed to a *Lee Enterprises, Inc.* publication and May Be Entitled to a Payment From a proposed Class Action Settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit filed against Lee Enterprises, Inc. (“Lee” or “Defendant”). In the class action lawsuit, plaintiffs allege Defendant disclosed Plaintiffs’ and Settlement Class Members’ personally identifiable information (“PII”) to Facebook through use of tracking methods without consent in violation of the Video Privacy Protection Act (the “VPPA”). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it have violated the VPPA or any other law. . The parties have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are all persons in the United States who, had a paid subscription from December 1, 2020 until March 4, 2025, had a Facebook account, and were a subscriber of a Lee publication during that time.

What Can I Get? If approved by the Court, Defendant will establish a Settlement Fund of \$9,500,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and an incentive award. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund, estimated at \$ [REDACTED] per class member. The Settlement also requires Defendant to suspend operation of the Facebook or Meta Pixel on any pages on its website or app that track video content and have a URL that identifies the title of the video content requested or viewed (if any), and to suspend operation of the sharing of video titles until the VPPA is amended, repealed, or otherwise invalidated, or unless Defendant has obtained valid consent to share the information.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking **[here]**. Your payment will come via mailed check and/or electronic payment. In kind relief will be provided by email with instruction access. Your unique Login and Password on this Notice will be required to access the online and paper claim forms.

Login: XXX _XXX _XXXX

Password: XXXX

What are My Other Options? You may exclude yourself from the Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. Your letter or request for exclusion must include your full name, your current address, your signature, the name and number of this case, and the words “request for exclusion” or a comparable statement that you do not wish to participate in the Settlement. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[settlement website]**. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of subscriber information to Facebook in this case against the Defendant will be released.

Who Represents Me? The Court has appointed Levi & Korsinsky, LLP to represent the class. These attorneys are called Class Counsel. 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.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **___ a.m. on [date] in Courtroom 21 at the Southern District of Iowa Courthouse,** 131 East 4th Street Davenport, IA 52801. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives **\$2,500** each from the Settlement Fund for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel's reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to **[Settlement Website]**, or contact the settlement administrator at **1- - - or [settlement mailing address]**.

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

OUR RECORDS
INDICATE YOU HAVE
SUBSCRIBED TO A LEE
ENTERPRISES, INC.
PUBLICATION AND
MAY BE ENTITLED TO
A PAYMENT FROM A
CLASS ACTION
SETTLEMENT.

LEE ENTERPRISES PRIVACY SETTLEMENT

SETTLEMENT ADMINISTRATOR
P.O. BOX 0000
CITY, ST 00000-0000

[BARCODE]

POSTAL SERVICE: PLEASE DO NOT MARK BARCODE

XXX-«ClaimID» «MailRec»
«First I» «Last I»
«C/O»
«Addr1 » «Addr2»
«City», «Sb» «Zip» «Country»

BY ORDER OF THE COURT. DATED: [DATE]

A proposed settlement has been reached in a class action lawsuit filed against Lee Enterprises, Inc. (“Lee” or “Defendant”). In the class action lawsuit, plaintiffs allege Defendant disclosed Plaintiffs’ and Settlement Class Members’ personally identifiable information (“PII”) to Facebook through use of tracking methods without consent in violation of the Video Privacy Protection Act (the “VPPA”). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it violated the VPPA or any other law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are all persons in the United States who, had a paid subscription from December 1, 2020 until March __, 2025, had a Facebook account, and were a subscriber of a Lee publication during that time.

What Can I Get? If approved by the Court, Defendant will establish a Settlement Fund of \$9,500,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys’ fees and costs, and an incentive award. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund, estimated at \$ _____ per class member. The Settlement also requires Defendant to suspend operation of the Facebook or Meta Pixel on any pages on its website or app that track video content and have a URL that identifies the title of the video content requested or viewed (if any), and to suspend operation of the sharing of video titles until the VPPA is amended, repealed, or otherwise invalidated, or unless Defendant has obtained valid consent to share the information.

How Do I Get a Payment? You must submit a timely and complete Claim Form no later than [claims deadline]. You can file a claim by clicking [here]. Your payment will come via mailed check and/or electronic payment. In kind relief will be provided by email with instruction access.

Your unique Login and Password on this Notice will be required to access the online and paper claim forms.

Login: XXX_XXX_XXXX Password: XXXX

What are My Other Options? You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. Your letter or request for exclusion must include your full name, your current address, your signature, the name and number of this case, and the words “request for exclusion” or a comparable statement that you do not wish to participate in the Settlement. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [settlement website]. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims relating to the alleged disclosure of subscriber information to Facebook in this case against the Defendant will be released.

Who Represents Me? The Court has appointed Levi & Korsinsky, LLP to represent the class. These attorneys are called Class Counsel. 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.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____ a.m. on [date] in Courtroom 21 at the Southern District of Iowa Courthouse, 131 East 4th Street Davenport, IA 52801. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representatives \$2,500 each from the Settlement Fund for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys’ fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Benefit, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to [Settlement Website], contact the settlement administrator at 1-_-_- or [settlement mailing address].

Lee Enterprises Privacy Settlement Administrator

c/o [Settlement Administrator]

PO Box 0000

City, ST 00000-0000

XXX

United States District Court for the Southern District of Iowa*Stoudemire, et al. v. Lee Enterprises, Inc.*, Case No. 3:22-cv-00086-SHL-WPK**Our Records Indicate You Have Subscribed to a *Lee Enterprises, Inc.* Publication and May Be Entitled to a Payment From a Class Action Settlement.***A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A proposed Settlement has been reached in a class action lawsuit that was filed against Lee Enterprises, Inc. (“Lee” or “Defendant”). In the class action lawsuit, plaintiffs allege Lee disclosed Plaintiffs’ and Settlement Class Members’ personally identifiable information (“PII”) to Facebook through use of tracking methods without consent in violation of the Video Privacy Protection Act (the “VPPA”). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Lee denies that it have violated the VPPA or any other law. The parties have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included in the Settlement Class if you are a person in the United States who, from December 1, 2020, until March 4, 2025, had a Facebook account, and were a subscriber of a Lee publication during that time.
- Persons included in the proposed Settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund, which Class Counsel anticipates will be approximately \$_____. The proposed Settlement also includes injunctive relief halting the alleged practices.
- Your unique Login and Password on this Notice will be required to access the online and paper claim forms.
Login: XXX_XXX_XXXX Password: XXXX
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY _____, 2025	This is the only way to receive a payment.
EXCLUDE YOURSELF BY _____, 2025	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT BY _____, 2025	Write to the Court explaining why you don’t like the Settlement.
GO TO THE HEARING ON _____, 2025	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.**BASIC INFORMATION****1. Why was this Notice issued?**

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

The Honorable Stephen H. Locher, of the U.S. District Court for the Southern District of Iowa, is overseeing this case. The case is called *Stoudemire, et al. v. Lee Enterprises, Inc.*, Case No. 3:22-cv-00086-SHL-WPK. The persons who have sued are called the Plaintiffs. The Defendant is Lee.

QUESTIONS? CALL [INSERT NUMBER] OR VISIT [INSERT WEBSITE]

2. What is a class action?

In a class action, one or more people called the Class Representative(s) or Plaintiff(s) (in this case, Brittney Stoudemire, Amanda Vose, Lucinda Jackson, Dana Foley, Douglas Castle, and Barbara Grazioli) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit claims that Lee violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”) by disclosing its subscribers’ personally identifiable information (“PII”) to Facebook through use of tracking methods without consent. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Lee denies that it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the class action 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 Lee 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 will get compensation sooner rather than, if at all, after the completion of a trial.

WHO’S INCLUDED IN THE SETTLEMENT?

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

The **Settlement Class** is defined as:

The approximately 1.5 million Lee subscribers identified on the Settlement Class List generated by Lee who accessed video material on a Lee website at any time from **December 19, 2020**, until March 4, 2025 and who used Facebook during that time. Excluded from the Settlement Class are: (i) the Judge and Magistrate Judge presiding over this Action, as well as their immediate family members; (ii) Lee, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Lee has a controlling interest and their current or former officers, directors, and employees; and (iii) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: Defendant has created a Settlement Fund totaling \$9,500,000.00. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys’ fees, and an award to the Class Representative will also come out of this fund (*see* Question 13).

Defendant has agreed to suspend operation of the Facebook or Meta Pixel on any pages on its website or app that track video content and have a URL that identifies the title of the video content requested or viewed (if any), and to suspend operation of the sharing of video titles until the VPPA is amended, repealed, or otherwise invalidated, or unless Defendant has obtained valid consent to share the information.

A detailed description of the settlement benefits can be found in the Settlement Agreement available on the settlement website at **[INSERT WEBSITE]**.

**QUESTIONS? CALL [PHONE NUMBER] TOLL FREE,
OR VISIT [WEBSITE]**

7. How much will my payment be?

If you are member of the Settlement Class you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many of the Class Members file valid claims. Each Class Member who files a valid claim will receive a proportionate share of the Settlement Fund, which Class Counsel anticipates will be approximately \$____. You can contact Class Counsel at 212-363-7500 to inquire as to the number of claims filed.

8. When will I get my payment?

The hearing to consider the fairness of the proposed Settlement is scheduled for _____. If the Court approves the proposed Settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 90 days after the proposed Settlement has been finally approved and/or any appeals process is complete. The payment will be made via mailed check and/or electronic payment, and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS**9. How do I get a payment?**

If you are a Class Member and you want to get a payment, you **must** complete and submit a Claim Form by ___, 2025. A Claim Form can be submitted on the settlement website at [INSERT WEBSITE] or by printing and mailing a paper Claim Form, copies of which are available for download on the settlement website [INSERT WEBSITE].

We encourage you to submit your claim online. 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 Lee for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against Lee. You will be “releasing” Lee and certain of its affiliates described in Section VIII of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “Documents” link on the website.

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

11. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this Settlement. If you don’t exclude yourself, or “opt out,” you won’t be able to start a lawsuit or be part of any other lawsuit against Lee for the claims being resolved by this Settlement.

QUESTIONS? CALL [NUMBER] TOLL FREE, OR VISIT [WEBSITE]

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Levi & Korsinsky, 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.

13. How will the lawyers be paid?

Class Counsel’s attorneys’ fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than **one-third of the \$9.5 million** Settlement Fund, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will be paid an Incentive Award from the Settlement Fund for helping to bring and settle the case. The Class Representatives will seek no more than **\$2,500** as an incentive award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Stoudemire, et al. v. Lee Enterprises, Inc., Case No. 3:22-cv-00086-SHL-WPK* settlement. Your letter or request for exclusion must also include your full name, your current address, your signature, the name and number of this case, and the words “request for exclusion” or a comparable statement that you do not wish to participate in the Settlement. You must place in the mail or deliver your exclusion request no later than **2025**, to:

[INSERT ADDRESS]

If you do not file a timely request for exclusion, you will lose the opportunity to exclude yourself from the Settlement and will be bound by the Settlement.

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

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

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

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

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you’re a Class Member, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Stoudemire, et al. v. Lee Enterprises, Inc., Case No. 3:22-cv-00086-SHL-WPK* 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 include (i) the name of the proceedings; (ii) your full name, current mailing address, email address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether you (or your attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by you in the previous 5 years; and (vii) your signature or the signature of your attorney.

QUESTIONS? CALL [NUMBER] TOLL FREE, OR VISIT [WEBSITE]

Class Counsel will file with the Court and post on this website its request for attorneys' fees and expenses by **___, 2025**.

If you want to appear and speak at the Final Approval Hearing to object to the proposed Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to Class Counsel and Defendant's Counsel at the addresses below postmarked no later than **___, 2025**.

Court	Class Counsel	Defendant's Counsel
U.S. DISTRICT COURT SOUTHERN DISTRICT OF IOWA, DAVENPORT DIVISION 131 EAST 4TH STREET DAVENPORT, IA 52801	J. BARTON GOPLERUD BRIAN O. MARTY SHINDLER, ANDERSON, GOPLERUD & WEESE, P.C. 5015 GRAND RIDGE DRIVE, SUITE 100 WEST DES MOINES, IA 50265 MARK S. REICH COURTNEY E. MACCARONE GARY S. ISHIMOTO LEVI & KORSINSKY, LLP 33 WHITEHALL, 17TH FLOOR NEW YORK, NY 10006	IAN J. RUSSELL JOSHUA J. MCINTYRE LANE & WATERMAN LLP 220 NORTH MAIN STREET, SUITE 600 DAVENPORT, IA 52801 RONALD I. RAETHER TAMBRY L. BRADFORD TROUTMAN PEPPER LOCKE LLP 100 SPECTRUM CENTER DRIVE, SUITE 1500 IRVINE, CA 92618 -AND- ANGELO A. STIO III TROUTMAN PEPPER LOCKE LLP 301 CARNEGIE CENTER, SUITE 400 PRINCETON, NJ 08543

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

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at **[TIME]** on **[DATE]**, in Courtroom **[#]** at the U.S. District Courthouse, 131 East 4th Street, Davenport, Iowa 52801. 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 Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check **[SETTLEMENT WEBSITE]** or call **[SETTLEMENT NUMBER]**. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

**QUESTIONS? CALL [NUMBER] TOLL FREE,
OR VISIT [WEBSITE]**

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Stoudemire, et al. v. Lee Enterprises, Inc.*, Case No. 3:22-cv-00086-SHL-WPK." 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 **___, 2025**, and must be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION**22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. **You can get a copy of the Settlement Agreement at [INSERT WEBSITE]. You may also write with questions to [ADDRESS]. You can call the Settlement Administrator at [NUMBER].** 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.

QUESTIONS? CALL [NUMBER] TOLL FREE, OR VISIT [WEBSITE]

Stoudemire, et al. v. Lee Enterprises, Inc.

United States District Court for the Southern District of Iowa

Case No. 3:22-cv-00086-SHL-WPK

Settlement Claim Form

If you are a Settlement Class Member and wish to receive a cash payment, your completed Claim Form must be postmarked on or before [REDACTED], or submitted online on or before [REDACTED].

Please read the full notice of this settlement (available at [\[hyperlink\]](#)) carefully before filling out this Claim Form.¹

To be eligible to receive a cash payment from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail.

ONLINE: Submit this Claim Form (available at [\[hyperlink\]](#)).

MAIL: [\[ADDRESS\]](#)

PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

POTENTIAL CASH PAYMENT: You may be eligible to receive a *pro rata* portion of the Settlement Fund, which Class Counsel anticipates will to be approximately \$[REDACTED].

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Settlement Agreement which can be viewed at [\[website\]](#).

PREFERRED PAYMENT METHOD:

Venmo ☐ Venmo Username: _____

PayPal ☐ PayPal Email: _____

Zelle ☐ Zelle Email: _____

Visa Giftcard ☐ A visa Gift Card will be mailed to your mailing address above.

Check ☐ A check will be mailed to your mailing address above.

PART TWO: ATTESTATION

I declare that: (i) I am a person in the United States who, from December 1, 2020, until March 4, 2025, have or had a Facebook account, and was a subscriber of a Lee publication during that time; (ii) all of the information on this Claim Form is true and correct to the best of my knowledge; and (iii) I am authorized to submit this Claim Form and have not assigned or transferred any rights, claims, or remedies I may be entitled to as a Settlement Class Member in this settlement. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE

DATE

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



LEVI&KORSINSKY
Shareholder Advocates

Firm Resume

**Representation.
Where & When you need it.**

New York

33 Whitehall Street
17th Floor
New York, NY 10004
Tel : 212-363-7500
Fax : 212-363-7171

Washington, D.C.

1101 Vermont Ave., NW
Suite 800
Washington, DC 20005
Tel: 202-524-4290
Fax: 202-333-2121

Connecticut

1111 Summer Street,
Suite 403
Stamford, CT 06905
Tel : 203-992-4523

Los Angeles

445 South Figueroa Street
31st Floor
Los Angeles, CA 90071
Tel: 213-985-7290

San Francisco

1160 Battery Street East,
Suite 100 - #3425
San Francisco, CA 94111
Tel: 415-373-1671
Fax: 415-484-1294

 Levi & Korsinsky, LLP

 Merger Alerts

 www.ZLK.com

About the Firm

Practice Areas

Securities Fraud Class Actions

Derivative, Corporate Governance &
Executive Compensation

Mergers & Acquisitions

Consumer Litigation

Our Attorneys

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 - JOSEPH E. LEVI
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- NICHOLAS I. PORRITT
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- MARK S. REICH
- DANIEL TEPPER
- ELIZABETH K. TRIPODI

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 - ALEXANDER KROT
 - MELISSA MEYER
 - CINAR ONEY
 - AARON PARNAS
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 - ALYSSA TOLENTINO
 - MAX WEISS
-

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- KATHY AMES-VALDIVIESO
- KAROLINA CAMPBELL
- LEAH FARRAR
- CHRISTINA FUHRMAN
- RUBEN MARQUEZ
- CATHERINE SOO

Levi & Korsinsky, LLP is a national law firm with decades of combined experience litigating complex securities, class, and consumer actions in state and federal courts throughout the country. Our main office is located in New York City and we also maintain offices in Connecticut, California, and Washington, D.C.

We represent the interests of aggrieved shareholders in class action and derivative litigation through the vigorous prosecution of corporations that have committed securities fraud and boards of directors who have breached their fiduciary duties. We have served as Lead and Co-Lead Counsel in many precedent-setting litigations, recovered hundreds of millions of dollars for shareholders via securities fraud lawsuits, and obtained fair value, multi-billion dollar settlements in merger transactions.

We also represent clients in high-stakes consumer class actions against some of the largest corporations in America. Our legal team has a long and successful track record of litigating high-stakes, resource-intensive cases and consistently achieving results for our clients.

Our attorneys are highly skilled and experienced in the field of securities class action litigation. They bring a vast breadth of knowledge and skill to the table and, as a result, are frequently appointed Lead Counsel in complex shareholder and consumer litigations in various jurisdictions. We are able to allocate substantial resources to each case, reviewing public documents, interviewing witnesses, and consulting with experts concerning issues particular to each case. Our attorneys are supported by exceptionally qualified professionals including financial experts, investigators, and administrative staff, as well as cutting-edge technology and e-discovery systems. Consequently, we are able to quickly mobilize and produce excellent litigation results. Our ability to try cases, and win them, results in substantially better recoveries than our peers.

We do not shy away from uphill battles – indeed, we routinely take on complex and challenging cases, and we prosecute them with integrity, determination, and professionalism.





LEVI&KORSINSKY
Shareholder Advocates

Practice Areas

- **Securities Fraud Class Actions**
- **Derivative, Corporate Governance & Executive Compensation**
- **Mergers & Acquisitions**
- **Consumer Litigation**



Securities Class Action

Over the last several years, Levi & Korsinsky has been lead or co-lead counsel in more than 50 securities class actions that have resulted in over \$200 million in recoveries for investors. Currently, the Firm is actively litigating numerous securities class actions, as either sole or co-lead counsel, claiming billions of dollars in damages suffered by injured investors. Since 2020, Levi & Korsinsky has consistently ranked in the Top 10 in terms of number of settlements achieved for shareholders each year, according to reports published by ISS. Levi & Korsinsky was also ranked as one of the Top 5 Securities Firms for the period from 2018 to 2020 in Lex Machina's Securities Litigation Report. Law360 dubbed Levi & Korsinsky one of the "busiest securities firms" in what is "on track to be one of the busiest years for federal securities litigation" in 2018. Since 2019, Lawdragon Magazine has ranked multiple members of Levi & Korsinsky among the 500 Leading Plaintiff Financial Lawyers in America.

Some of the Firm's recent settlements include:

In **In re Grab Holdings Securities Litigation**, No. 1:22-cv-02189-JLR (S.D.N.Y.), the Firm served as co-Lead Counsel and obtained a \$80 million recovery on behalf of investors. There, co-Lead Plaintiffs alleged that Defendants made false and misleading statements concerning Grab's driver supply and incentive spending during its public debut. Co-Lead Counsel achieved this excellent result after prevailing against Defendants' Motion to Dismiss and while in the midst of discovery. On January 13, 2025, the U.S. District Court for the Southern District of New York granted preliminary approval of the settlement. The hearing on the Motion for Final Approval is scheduled for May 15, 2025.

In **In re QuantumScape Securities Class Action**, No. 3:21-cv-00058-WHO (N.D. Cal.), the Firm attained a \$47.5 million recovery on behalf of a class of investors who sustained damages in connection with claims alleging that QuantumScape misled the public about its prototype battery during its December 8, 2020 Solid-State Battery Showcase and in subsequent public statements. This significant recovery was achieved after over three years of vigorous litigation during which counsel defeated Defendants' motion to dismiss and obtained class certification. The Court granted final approval on January 22, 2025.



Securities Class Action

In **In re U.S. Steel Consolidated Cases**, No. 2:17-579-CB (W.D. Pa.), the Firm obtained a \$40 million recovery on behalf of a certified class of U.S. Steel investors who sustained damages in connection with false and materially misleading statements about its Carnegie Way initiative. The settlement followed years of hard-fought discovery and class certification litigation.

In **Kohl v. Loma Negra Industrial Argentina Sociedad Argentina, Index**, No. 653114/2018 (Sup. Ct., N.Y. Cty.), the Firm secured a \$24.6 million recovery on behalf of a class of investors who sustained damages in connection with materially false, misleading and incomplete statements made during Loma Negra's November 2017 IPO concerning: (i) bribery and other corruption-related wrongdoing by Loma's parent company and its construction subsidiary; and (ii) the Argentine government's cutbacks of funding for public works, from which Loma derived substantial revenues. This hard-won result was achieved after Plaintiff prevailed against Defendants' motion to dismiss, survived Defendant's appeal of the motion to dismiss order, defeated Defendant's motion for summary judgment, obtained class certification, and overcame appeals of both the motion for summary judgment and class certification orders.



"I find the firm to be well-qualified to serve as Lead Counsel."

The Honorable Andrew L. Carter, Jr. In *Snyder v. Baozun Inc.*, No. 1:19-cv-11290-ALC-KNF (S.D.N.Y. Sept. 8, 2020)

In **Rougier v. Applied Optoelectronics, Inc.**, No. 4:17-cv-2399-GHC-CAB (S.D. Tex.), the Firm served as sole Lead Counsel, prevailed against Defendants' Motion to Dismiss, and achieved class certification before the Parties reached a settlement. The Court granted final approval of a \$15.5 million settlement on November 24, 2020. In *Martin v. Altisource Residential Corp.*, No. 15-cv-00024 (AET) (GWC) (D.V.I.) the Firm acted as sole Lead Counsel and successfully defeated multiple motions to dismiss directed at the amended class complaints alleging that Defendants misrepresented aspects of its relationship with mortgage servicer Ocwen Financial Corp. After engaging in substantial discovery, the Firm obtained a \$15.5 million recovery for the class of Altisource Residential investors.



"lead counsel achieved a very good result in this case"

The Honorable Lewis J. Liman in *In re AppHarvest Securities Litigation*, No. 1:21-cv-7985 (S.D.N.Y. July 11, 2024)



Securities Class Action

In **Ferraro Family Foundation, Inc. et al. v. Corcept Therapeutics Incorporated, et al.**, No. 3:19-cv-01378-JD (N.D. Cal.), the Firm served as sole Lead Counsel and obtained a \$14 million recovery on behalf of a class investors who suffered damages in connection with false and misleading statements related to Corcept's marketing of its prescription medicine, Korlym. The settlement followed years of hard-fought litigation and extensive discovery.

In **Pratyush v. Full Truck Alliance Co. Ltd., at el.**, No. 1:21-cv-03903-LDH-MMH (E.D.N.Y.), the Firm obtained a \$10.25 million settlement that globally resolved both the above-cited federal action and the state action, *In re Full Truck Alliance Co. Ltd. Sec. Litig.*, No. 654232/2021 (Sup. Ct. N.Y. Cnty.). Both actions concerned false and misleading statements relating to Full Truck's compliance with orders by Chinese government regulators to modify its business practices, which were made in connection with the company's public debut. This settlement was reached at a time when motions to dismiss filed by the Defendants were still pending in both actions and as such, posed a risk to the classes.



"Plaintiffs' selected Class Counsel, the law firm of Levi & Korsinsky, LLP, has demonstrated the zeal and competence required to adequately represent the interests of the Class. The attorneys at Levi & Korsinsky have experience in securities and class actions issues and have been appointed lead counsel in a significant number of securities class actions across the country."

The Honorable Christina Bryan in Rougier v. Applied Optoelectronics, Inc., No. 4:17-cv-02399-GHC-CAB (S.D. Tex. Nov. 13, 2019)

In **In re Nano-X Securities Litigation**, No. 1:21-cv-05517-RPK-PK (E.D.N.Y.), the Firm obtained a \$8 million recovery to globally resolve federal securities claims alleged against Nano-X Imaging Ltd. in the above-referenced *In re Nano-X* action and in *White v. Nano-X Imaging Ltd.*, No. 1-20-cv-04355-WFK-MMH (E.D.N.Y.). The *In re Nano-X* action concerned false and misleading statements relating to Nano-X's claims that its imaging system could be manufactured at costs far lower than current systems and claims that such technology would work at least as well as existing technologies. This global settlement was reached at a time when a motion to dismiss filed by the Defendants were still pending in the *In re Nano-X* action and as such, posed a risk of dismissal.



Securities Class Action

Levi & Korsinsky has been appointed lead or co-lead counsel in the following securities actions:

- **Shim v. DZS Inc., et al.,**
4:23-cv-549-SDJ (E.D. Tex. February 26, 2025)
- **Wilson v. Xerox Holdings Corp.,**
1:24-cv-08809-DH (S.D.N.Y., February 18, 2025)
- **Khajerian v. Seastar Med. Holding Corp., et al.,**
1:24-cv-01873-RMR (D. Colo. December 27, 2024)
- **Holzer v. Bumble Inc., et al.,**
1:24-cv-01131-RP (W.D. Tex. December 19, 2024)
- **In re New Fortress Energy Inc. Securities Litigation,**
1:24-cv-07032-JGK (S.D.N.Y. December 17, 2024)
- **Stary v. Teladoc, Inc. et al.,**
7:24-cv-03849-KMK (S.D.N.Y. December 10, 2024)
- **In re American Airlines Group Inc. Securities Litigation**
4:24-cv-00673-O (N.D. Tex. November 22, 2024)
- **Beaumont v. Paucek, et al.,**
8:24-cv-01723-DLB (D. Md. September 13, 2024)
- **Edward M. Doller v. Hertz Global Holdings, Inc. et al.,**
2:24-cv-00513-JLB-KCD (M.D. Fla. August 14, 2024)
- **Stephens v. Maplebear Inc., et al.,**
24-cv-00465-EJD (N.D. Cal. July 1, 2024)
- **Lucid Alternative Fund, LP v. Innoviz Technologies Ltd., et al.,**
1:24-cv-01971-AT (S.D.N.Y. June 4, 2024)



In appointing the Firm Lead Counsel, the Honorable Analisa Torres noted our “extensive experience” in securities litigation.

White Pine Invs. v. CVR Ref., LP, No. 1:20-CV-2863-AT (S.D.N.Y. Jan. 5, 2021)

- **Ventrillo et al v. Paycom Software Inc et al,**
No. 5:23-cv-01019 (W.D. Okla. April 23, 2024)
- **Shih v. Amylyx Pharmaceuticals, Inc. et al,**
No. 1:24-cv-00988-AS (S.D.N.Y. April 17, 2024)
- **Olmstead v. Biovie, Inc. et al,**
No. 3:24-cv-00035-LRH-CSD (D. Nev. April 15, 2024)
- **Wilhite v. Expensify, Inc., et al.,**
No. 3:23-cv-01784-JR (D. Or. February 29, 2024)
- **Walling v. Generac Holdings, Inc., et al.,**
No. 3:23-cv-0808 (W.D. Wis. February 7, 2024)
- **Hubacek v. ON Semiconductor Corporation et al.,**
No. 1:23-cv-01429-GBW (D. Del. February 29, 2024)
- **Ragan v. Farfetch Limited, et al.,**
No. 8:23-cv-2857-MJM (D. Md. January 19, 2024)
- **Gurevitch v. KeyCorp et al.,**
No. 1:23-cv-01520-DCN (N.D. Ohio December 26, 2023)
- **Lowe v. Tandem Diabetes Care, Inc. et al.,**
No. 3:23-cv-01657-H-BLM (S.D. Cal. December 5, 2023)



Securities Class Action

- **Perez v. Target Corporation et al.,**

No. 0:23-cv-00769-PJS-TNL (D. Minn. November 13, 2023)

- **Thant v. Rain Oncology Inc. et al.,**

No. 5:23-cv-03518-EJD (N.D. Cal. November 1, 2023)

- **Villanueva v. Proterra Inc. et al.,**

No. 5:23-cv-03519-BLF (N.D. Cal. October 23, 2023)

- **Martin v. BioXcel Therapeutics, Inc. et al.,**

No. 3:23-cv-00915-SVN (D. Conn. October 4, 2023)

- **Scott Petersen v. Stem, Inc., et al.,**

No. 3:23-cv-02329-MMC (N.D. Cal. August 22, 2023)

- **Solomon v. Peloton Interactive, Inc. et al.,**

No. 1:23-cv-04279-MKB-JRC (E.D.N.Y. September 7, 2023)

- **Thant v. Veru, Inc., et al.,**

No. 1:22-cv-23960-KMW (S.D. Fla. July 27, 2023)

- **Zhang V. Gaotu Techedu Inc., et al.,**

No. 1:22-cv-07966-PKC-CLP (E.D.N.Y. July 16, 2023)

- **Jaramillo v. Dish Network Corporation, et al.,**

No. 1:23-cv-00734-GPG-SKC (D. Colo. July 16, 2023)

- **Howard M. Rensin, Trustee Of The Rensin Joint Trust v. United States Cellular Corporation, et al.,**

No. 1:23-cv-02764-MMR (N.D. Ill. July 11, 2023)

- **Holland v. Rite Aid Corporation, et al.,**

No. 1:23-cv-00589-JG (N.D. Ohio June 22, 2023)



“I find the firm to be well-qualified to serve as Lead Counsel.”

The Honorable Andrew L. Carter, Jr. In *Snyder v. Baozun Inc.*, No. 1:19-CV-11290 (S.D.N.Y. Sept. 8, 2020)

- **Baylor v. Honda Motor Co., Ltd., et al.,**

No. 2:23-cv-00794-GW-AGR (C.D. Cal. May 8, 2023)

- **Olsson v. PLDT Inc. et al.,**

No. 2:23-cv-00885-CJC-MAA (C.D. Cal. April 26, 2023)

- **Ryan v. FIGS, Inc. et al.,**

No. 2:22-cv-07939-ODW (C.D. Cal. February 14, 2023)

- **Schoen v. Eiger Biopharmaceuticals, Inc., et al.,**

No. 3:22-cv-6985-RS (N.D. Cal. February 3, 2023)

- **Fernandes v. Centessa Pharmaceuticals plc, et al.,**

No. 1:22-cv-08805-GHW-SLC (S.D.N.Y. December 12, 2022)

- **Gilbert v. Azure Power Global Limited, et al.,**

No. 1:22-cv-07432-GHW (S.D.N.Y. December 8, 2022)

- **Pugley v. Fulgent Genetics, Inc. et al.,**

No. 2:22-cv-06764-CAS-KLS (C.D. Cal. November 30, 2022)

- **Michalski v. Weber Inc., et al.,**

No. 1:22-cv-03966-EEB (N.D. Ill. November 29, 2022)

- **Edge v. Tupperware Brands Corporation, et al.,**

No. 6:22-cv-1518-RBD-LHP (M.D. Fla. September 16, 2022)



Securities Class Action

- **Carpenter v. Oscar Health, Inc., et al.,**
No. 1:22-cv-03885-VSB-VF (S.D.N.Y. September 27, 2022)
- **In re Nano-X Imaging Ltd. Securities Litigation,**
No. 1:20-cv-04355-WFK-MMH (E.D.N.Y. August 30, 2022)
- **Patterson v. Cabaletto Bio, Inc., et al.,**
No. 2:22-cv-00737-JMY (E.D. Pa. August 10, 2022)
- **Rose v. Butterfly Network, Inc., et al.,**
No. 2:22-cv-00854-MEF-JBC (D.N.J. August 8, 2022)
- **Winter v. Stronghold Digital Mining, Inc., et al.,**
No. 1:22-cv-03088-RA (S.D.N.Y. August 4, 2022)
- **Poirer v. Bakkt Holdings, Inc.,**
No. 1:22-cv-02283-EK-PK (E.D.N.Y. August 3, 2022)
- **In re Meta Materials Inc. Securities Litigation,**
No. 1:21-cv-07203-CBA-JRC (E.D.N.Y. July 15, 2022)
- **Deputy v. Akebia Therapeutics, Inc. et al.,**
No. 1:22-cv-01411-AMD-VMS (E.D.N.Y. June 28, 2022)
- **In re Grab Holdings Limited Securities Litigation,**
No. 1:22-cv-02189-JLR (S.D.N.Y. June 7, 2022)
- **In re AppHarvest Securities Litigation,**
No. 1:21-cv-07985-LJL (S.D.N.Y. December 13, 2021)



“Class Counsel have demonstrated that they are skilled in this area of the law and therefore adequate to represent the Settlement Class as

The Honorable Barry Ted Moskowitz in In re Regulus Therapeutics Inc. Sec. Litig., No. 3:17-CV-182-BTM-RBB (S.D. Cal. Oct. 30, 2020)

- **In re Coinbase Global, Inc. Securities Litigation,**
No. 3:21-cv-05634-TLT (N.D. Cal. November 5, 2021)
- **Miller v. Rekor Systems, Inc. et al.,**
No. 1:21-cv-01604-GLR (D. Md. September 16, 2021)
- **Zaker v. Ebang International Holdings Inc. et al.,**
No. 1:21-cv-03060-KPF (S.D.N.Y. July 21, 2021)
- **Valdes v. Kandi Technologies Group, Inc. et al.,**
No. 2:20-cv-06042-LDH-AYS (E.D.N.Y. April 20, 2021)
- **John P. Norton, On Behalf Of The Norton Family Living Trust UAD 11/15/2002 V. Nutanix, Inc. Et Al,**
No. 3:21-cv-04080-WHO (N.D. Cal. September 8, 2021)
- **The Daniels Family 2001 Revocable Trust v. Las Vegas Sands Corp., et al.,**
No. 1:20-cv-08062-JMF (D. Nev. Jan. 5, 2021)
- **In re QuantumScape Securities Class Action Litigation,**
No. 3:21-cv-00058-WHO (N.D. Cal. April 20, 2021)
- **In re Minerva Neurosciences, Inc. Sec. Litig.,**
No. 1:20-cv-12176-GAO (D. Mass. March 5, 2021)



Securities Class Action

- **White Pine Investments v. CVR Refining, LP, et al.,**
No. 1:20-cv-02863-AT (S.D.N.Y. Jan. 5, 2021)
- **Yaroni v. Pintec Technology Holdings Limited, et al.,**
No. 1:20-cv-08062-JMF (S.D.N.Y. Dec. 15, 2020)
- **Nickerson v. American Electric Power Company, Inc., et al.,**
No. 2:20-cv-04243-SDM-EPD (S.D. Ohio Nov. 24, 2020)
- **Ellison v. Tufin Software Technologies Ltd., et al.,**
No. 1:20-cv-05646-GHW (S.D.N.Y. Oct. 19, 2020)
- **Hartel v. The GEO Group, Inc., et al.,**
No. 9:20-cv-81063-RS-SMM (S.D. Fla. Oct. 1, 2020)
- **Posey v. Brookdale Senior Living, Inc., et al.,**
No. 3:20-cv-00543-AAT (M.D. Tenn. Sept. 14, 2020)
- **Snyder v. Baozun Inc.,**
No. 1:19-cv-11290-ALC-KNF (S.D.N.Y. Sept. 8, 2020)
- **In re Dropbox Sec. Litig.,**
No. 5:19-cv-06348-BLF-SVK (N.D. Cal. Jan. 16, 2020)
- **Zhang v. Valaris plc,**
No. 1:19-cv-7816-NRB (S.D.N.Y. Dec. 23, 2019)
- **In re Sundial Growers Inc. Sec. Litig.,**
No. 1:19-cv-08913-ALC-SN (S.D.N.Y. Dec. 20, 2019)
- **Ferraro Family Foundation, Inc. v. Corcept Therapeutics Incorporated,**
No. 5:19-cv-1372-LHK-SVK (N.D. Cal. Oct. 7, 2019)

- **Roberts v. Bloom Energy Corp.,**
No. 4:19-cv-02935-HSG (N.D. Cal. Sept. 3, 2019)
- **Luo v. Sogou Inc.,**
No. 1:19-cv-00230-LJL (S.D.N.Y. Apr. 2, 2019)
- **In re Aphria Inc. Sec. Litig.,**
No. 1:18-cv-11376-GBD-JEW (S.D.N.Y. Mar. 27, 2019)
- **Chew v. MoneyGram International, Inc.,**
No. 1:18-cv-07537-MMP (N.D. Ill. Feb. 12, 2019)
- **Tung v. Dycom Industries, Inc.,**
No. 9:18-cv-81448-RS-WM (S.D. Fla. Jan. 11, 2019)
- **Guyer v. MGT Capital Investments, Inc.,**
No. 1:18-cv-09228-ER (S.D.N.Y. Jan. 9, 2019)

“ The Court of Chancery approved the settlement on April 4, 2024, and remarked that it was “strong” and a “great settlement.”

Vice Chancellor Lori W. Will in Karsan Value Fund v. Kostecki Brokerage Pty, Ltd. et al., Case No. C.A. No. 2021-0899-LWW (Delaware Chancery)



Derivative, Corporate Governance & Executive Compensation

As a leader in achieving important corporate governance reforms for the benefit of shareholders, the Firm protects shareholders by enforcing the obligations of corporate fiduciaries. Our efforts include the prosecution of derivative actions in courts around the country, making pre-litigation demands on corporate boards to investigate misconduct, and taking remedial action for the benefit of shareholders. In situations where a company's board responds to a demand by commencing its own investigation, we frequently work with the board's counsel to assist with and monitor the investigation, ensuring that the investigation is thorough and conducted in an appropriate manner.

We have also successfully prosecuted derivative and class action cases to hold corporate executives and board members accountable for various abuses and to help preserve corporate assets through longlasting and meaningful corporate governance changes, thus ensuring that prior misconduct does not reoccur. We have extensive experience challenging executive compensation and recapturing assets for the benefit of companies and their shareholders. We have secured corporate governance changes to ensure that executive compensation is consistent with shareholder-

approved compensation plans, company performance, and federal securities laws.

In **Franchi v. Barabe**, No. 2020-0648-KSJM (Del. Ch.), the Firm secured \$6.7 million in economic benefits for Selecta Biosciences, Inc. in connection with insiders' participation in a private placement while in possession of material non-public information as well as the adoption of significant governance reforms designed to prevent a recurrence of the alleged misconduct.

The Firm was lead counsel in the derivative action styled **Police & Retirement System of the City of Detroit et al. v. Robert Greenberg et al.**, C.A No. 2019-0578-MTZ (Del. Ch.). The action resulted in a settlement where Skechers Inc. cancelled approximately \$20 million in equity awards issued to Skechers' founder Robert Greenberg and two top officers in 2019 and 2020. Also, under the settlement, Skechers' board of directors must retain a consultant to advise on compensation decisions going forward.



Derivative, Corporate Governance & Executive Compensation

In **In re Google Inc. Class C Shareholder Litigation**, C.A. No. 7469-CS (Del. Ch.), we challenged a stock recapitalization transaction to create a new class of nonvoting shares and strengthen the corporate control of the Google founders. We helped achieve an agreement that provided an adjustment payment to existing shareholders harmed by the transaction as well as providing enhanced board scrutiny of the Google founders' ability to transfer stock. Ultimately, Google's shareholders received payments of \$522 million.

In **In re Activision, Inc. Shareholder Derivative Litigation**, No. 06-cv-04771-MRP-JTL (C.D. Cal.), we were Co-Lead Counsel and challenged executive compensation related to the dating of options. This effort resulted in the recovery of more than \$24 million in excessive compensation and expenses, as well as the implementation of substantial corporate governance changes.

“...a model for how [the] great legal profession should conduct itself.”

Justice Timothy S. Driscoll in *Grossman v. State Bancorp, Inc.*, Index No. 600469/2011 (N.Y. Sup. Ct. Nassau Cnty. Nov. 29, 2011)

In **Pfeiffer v. Toll** (Toll Brothers Derivative Litigation), No. 4140-VCL (Del. Ch.), we prevailed in defeating defendants' motion to dismiss in a case seeking disgorgement of profits that company insiders reaped through a pattern of insider-trading. After extensive discovery, we secured a settlement returning \$16.25 million in cash to the company, including a significant contribution from the individuals who traded on inside information.

In **Rux v. Meyer**, No. 11577-CB (Del. Ch.), we challenged the re-purchase by Sirius XM of its stock from its controlling stockholder, Liberty Media, at an inflated, above-market price. After defeating a motion to dismiss and discovery, we obtained a settlement where SiriusXM recovered \$8.25 million, a substantial percentage of its over-payment.

In **In re EZCorp Inc. Consulting Agreement Derivative Litig.**, C.A. No. 9962-VCL (Del. Ch.), we challenged lucrative consulting agreements between EZCorp and its controlling stockholders. After surviving multiple motions to dismiss. We obtained a settlement where EZCorp was repaid \$6.45 million it had paid in consulting fees, or approximately 33% of the total at issue and the consulting agreements were discontinued.



Derivative, Corporate Governance & Executive Compensation

In **Scherer v. Lu** (Diodes Incorporated), No. 13-358-GMS (D. Del.), we secured the cancellation of \$4.9 million worth of stock options granted to the company's CEO in violation of a shareholder-approved plan, and obtained additional disclosures to enable shareholders to cast a fully informed vote on the adoption of a new compensation plan at the company's annual meeting.

In **MacCormack v. Groupon, Inc.**, No. 13-940-GMS (D. Del.), we caused the cancellation of \$2.3 million worth of restricted stock units granted to a company executive in violation of a shareholder-approved plan, as well as the adoption of enhanced corporate governance procedures designed to ensure that the board of directors complies with the terms of the plan; we also obtained additional material disclosures to shareholders in connection with a shareholder vote on amendments to the plan.

In **Edwards v. Benson** (Headwaters Incorporated), No. 13-cv-330 (D. Utah), we caused the cancellation of \$3.2 million worth of stock appreciation rights granted to the company's CEO in violation of a shareholder-approved plan and the adoption of enhanced corporate governance procedures designed to ensure that the board of directors complies with the terms of the plan.

In **Pfeiffer v. Begley** (DeVry, Inc.), No. 12-CH-5105 (Ill. Cir. Ct. DuPage Cty.), we secured the cancellation of \$2.1 million worth of stock options granted to the company's CEO in 2008-2012 in violation of a shareholder-approved incentive plan.

In **Basch v. Healy** (EnerNOC), No. 13-cv-766 (D. Del.), we obtained a cash payment to the company to compensate for equity awards issued to officers in violation of the company's compensation plan and caused significant changes in the company's compensation policies and procedures designed to ensure that future compensation decisions are made consistent with the company's plans, charters and policies. We also impacted the board's creation of a new compensation plan and obtained additional disclosures to stockholders concerning the board's administration of the company's plan and the excess compensation.

In **Kleba v. Dees**, No. 3-1-13 (Tenn. Cir. Ct. Knox Cty.), we recovered approximately \$9 million in excess compensation given to insiders and the cancellation of millions of shares of stock options issued in violation of a shareholder-approved compensation plan. In addition, we obtained the adoption of formal corporate governance procedures designed to ensure that future compensation decisions are made independently and consistent with the plan.



Derivative, Corporate Governance & Executive Compensation

In **Lopez v. Nudelman** (CTI BioPharma Corp.), No. 14-2-18941-9 SEA (Wash. Super. Ct. King Cty.), we recovered approximately \$3.5 million in excess compensation given to directors and obtained the adoption of a cap on director compensation, as well as other formal corporate governance procedures designed to implement best practices with regard to director and executive compensation.

In **In re Corinthian Colleges, Inc. Shareholder Derivative Litigation**, No. 06-cv-777-AHS (C.D. Cal.), we were Co-Lead Counsel and achieved a \$2 million benefit for the company, resulting in the re-pricing of executive stock options and the establishment of extensive corporate governance changes.

In **In re Corinthian Colleges, Inc. Shareholder Derivative Litigation**, No. 06-cv-777-AHS (C.D. Cal.), we were Co-Lead Counsel and achieved a \$2 million benefit for the company, resulting in the re-pricing of executive stock options and the establishment of extensive corporate governance changes.

In **Pfeiffer v. Alpert (Beazer Homes Derivative Litigation)**, No. 10-cv-1063-PD (D. Del.), we successfully challenged certain aspects of the company's executive compensation structure, ultimately forcing the company to improve its compensation practices.

In **In re Cincinnati Bell, Inc., Derivative Litigation**, No. A1105305 (Ohio, Hamilton Cty. C.P.), we achieved significant corporate governance changes and enhancements related to the company's compensation policies and practices in order to better align executive compensation with company performance. Reforms included the formation of an entirely independent compensation committee with staggered terms and term limits for service.

In **Woodford v. Mizel** (M.D.C. Holdings, Inc.), No. 1:11-cv-879 (D. Del.), we challenged excessive executive compensation, ultimately obtaining millions of dollars in reductions of that compensation, as well as corporate governance enhancements designed to implement best practices with regard to executive compensation and increased shareholder input.



Mergers & Acquisitions

Levi & Korsinsky has achieved an impressive record in winning multi-million dollar recoveries and injunctions in merger-related litigation. We are one of the premier law firms engaged in this field, consistently striving to maximize stockholder value. In these cases, we fight to enforce stockholder rights and increase their consideration in connection with the underlying transactions.

We have served in lead roles in landmark cases that have altered the landscape of mergers & acquisitions law, and have won numerous injunctions and recovered hundreds of millions of dollars for aggrieved stockholders. Some examples include:

In **Karsan Value Fund v. Kostecki Brokerage Pty, Ltd. et al.**, Case No. C.A. No. 2021-0899-LWW (Del. Ch.), we served as lead counsel for the class of former minority stockholders of Alloy Steel, and recovered a \$9.5 million common fund – a \$1.90 per share (75%) increase on top of the original merger consideration of \$2.55 per share. The Court of Chancery approved the settlement on April 4, 2024, and remarked that it was “strong” and a “great settlement.”

“ Vice Chancellor Sam Glasscock, III said “it’s always a pleasure to have counsel who are articulate and exuberant...” and referred to our approach to merger litigation as “wholesome” and “a model of... plaintiffs’ litigation in the merger arena.”

Ocieczanek v. Thomas Properties Group, C.A. No. 9029-VCG (Del. Ch. May 15, 2014)

In **In re Schuff International, Inc. Stockholders Litigation**, No. 10323-VCZ (Del. Ch.), we served as Co-Lead Counsel for the plaintiff class in achieving the largest recovery as a percentage of the underlying transaction consideration in Delaware Chancery Court merger class action history, obtaining an aggregate recovery of more than \$22 million -- a 114% increase from \$31.50 to \$67.45 in total consideration per share for tendering stockholders.

In **In re Bluegreen Corp. Shareholder Litigation**, No. 502011CA018111 (Cir. Ct. for Palm Beach Cty., FL), as Co-Lead Counsel, we achieved a common fund recovery of \$36.5 million for minority shareholders in connection with a management-led buyout, increasing gross consideration to shareholders in connection with the transaction by 25% after three years of intense litigation.



Mergers & Acquisitions

In **Reith v. Lichtenstein, et al.**, Case NO. 2018-0277-MTZ (Del. Ch.), we served as lead counsel on behalf of the class and derivatively on behalf of Steel Connect, Inc. and recovered a \$6 million fund to be distributed to common stockholders of Steel Connect, the majority of which going to the minority stockholders. In granting approval on December 13, 2024, the Court of Chancery called the result an “excellent settlement.”

In **Robinson v. Fortress Acquisition Sponsor II, et al., LLC**, C.A. No. 2023-0142-NAC (Del. Ch.), we served as plaintiff’s counsel and achieved a \$6 million recovery for a class of ATI Physical Therapy, Inc. stockholders in connection with the company’s June 2021 de-SPAC merger.

In **Makris v. Ionic Pharmaceuticals, Inc.**, C.A. No. 2021-0681-LWW (Del. Ch.), we served as Co-Lead Counsel and achieved a \$12.5 million common fund settlement for a class of Akcea Therapeutics, Inc. stockholders in connection with its October 2020 acquisition by Ionis.

“I think you’ve done a superb job and I really appreciate the way this case was handled.”

Justice Timothy S. Driscoll in *Grossman v. State Bancorp, Inc.*, Index No. 600469/2011 (N.Y. Sup. Ct. Nassau Cnty. Nov. 29, 2011)

“Mr. Enright, the way you laid out your argument ... is extraordinarily helpful to a Court, and it’s a textbook of how oral arguments should be done.”

Vice Chancellor Sam Glasscock in *Adam Turnbull v. Adam Klein*, C.A. No. 1125-SG (Del. Ch. 2024)

In **In re CNX Gas Corp. Shareholder Litigation**, No. 5377-VCL (Del. Ch.), as Plaintiffs’ Executive Committee Counsel, we obtained a landmark ruling from the Delaware Chancery Court that set forth a unified standard for assessing the rights of shareholders in the context of freeze-out transactions and ultimately led to a common fund recovery of over \$42.7 million for the company’s shareholders.

In **Chen v. Howard-Anderson**, No. 5878-VCL (Del. Ch.), we represented shareholders in challenging the merger between Occam Networks, Inc. and Calix, Inc., obtaining a preliminary injunction against the merger after showing that the proxy statement by which the shareholders were solicited to vote for the merger was materially false and misleading. Post-closing, we took the case to trial and recovered an additional \$35 million for the shareholders.



Mergers & Acquisitions

In **In re Sauer-Danfoss Stockholder Litig.**, No. 8396 (Del. Ch.), as one of plaintiffs' co-lead counsel, we recovered a \$10 million common fund settlement in connection with a controlling stockholder merger transaction.

In **In re Yongye International, Inc. Shareholders' Litigation**, No. A-12-670468-B (District Court, Clark County, Nevada), as one of plaintiffs' co-lead counsel, we recovered a \$6 million common fund settlement in connection with a management-led buyout of minority stockholders in a China-based company incorporated under Nevada law.

In **In re Great Wolf Resorts, Inc. Shareholder Litigation**, No. 7328-VCN (Del. Ch.), we achieved tremendous results for shareholders, including partial responsibility for a \$93 million (57%) increase in merger consideration and the waiver of several "don't-ask-don't-waive" standstill agreements that were restricting certain potential bidders from making a topping bid for the company.

In **In re Talecris Biotherapeutics Holdings Shareholder Litigation**, C.A. No. 5614-VCL (Del. Ch.), we served as counsel for one of the Lead Plaintiffs, achieving a settlement that increased the merger consideration to Talecris shareholders by an additional 500,000 shares of the acquiring company's stock and providing shareholders with appraisal rights.

In **In re Minerva Group LP v. Mod-Pac Corp.**, Index No. 800621/2013 (N.Y. Sup. Ct. Erie Cty.), we obtained a settlement in which defendants increased the price of an insider buyout from \$8.40 to \$9.25 per share, representing a recovery of \$2.4 million for shareholders.

In **Stephen J. Dannis v. J.D. Nichols**, No. 13-CI-00452 (Ky. Cir. Ct. Jefferson Cty.), as Co-Lead Counsel, we obtained a 23% increase in the merger consideration (from \$7.50 to \$9.25 per unit) for shareholders of NTS Realty Holdings Limited Partnership. The total benefit of \$7.4 million was achieved after two years of hard-fought litigation.

Additionally, we have a successful track record of winning injunctions in connection with shareholder M&A litigation, including:

- **In re Portec Rail Products, Inc. S'holder Litig.**, G.D. 10-3547 (Ct. Com. Pleas Pa. 2010)
- **In re Craftmade International, Inc. S'holder Litig.**, C.A. No. 6950-VCL (Del. Ch. 2011)
- **Dias v. Purches**, C.A. No. 7199-VCG (Del. Ch. 2012)
- **In re Complete Genomics, Inc. S'holder Litig.**, C.A. No. 7888-VCL (Del. Ch. 2012)
- **In re Integrated Silicon Solution, Inc. Stockholder Litig.**, Lead Case No. 115CV279142 (Sup. Ct. Santa Clara, CA 2015)



Consumer Litigation

Levi & Korsinsky works hard to protect consumers by holding corporations accountable for defective products, false and misleading advertising, unfair or deceptive business practices, antitrust violations, and privacy right violations.

Our litigation and class action expertise combined with our in-depth understanding of federal and state laws enable us to fight for consumers who have been aggrieved by deceptive and unfair business practices and who purchased defective products, including automobiles, appliances, electronic goods, and other consumer products. The Firm also represents consumers in cases involving data breaches and privacy right violations. The Firm's attorneys have received a number of leadership appointments in consumer class action cases, including multidistrict litigation ("MDL"). Recently, Law.com identified the Firm as one of the top firms with MDL leadership appointments in the article titled, "There Are New Faces Leading MDLs. And They Aren't All Men" (July 6, 2020). Representative settled cases include:

Doe v. Roblox Corporation, Case No. 3:21-cv-03943 (N.D. Cal.): Represented individuals who experienced moderation and removal of content on the Roblox platform without compensation, resulting in \$10 million settlement.

Lash Boost Cases, JCCP No. 4981 (Cal. Super. Ct., S.F. Cty.): Represented consumers who purchased Rodan + Fields' Lash Boost product which plaintiffs alleged failed to disclose material information relating to potential adverse reactions, resulting in \$38 million settlement.

Goldstein v. Henkel Corporation et al., Case No. 3:22-cv-00164 (D. Conn.): Represented purchasers of aerosol and spray antiperspirant products sold under the Right Guard brand which contain or risk containing benzene, resulting in \$1.95 million settlement.

Kholyusev et al. v. Welfare & Pension Administration Service, Inc. Case No. 22-2-04152 (Wash. Sup. Ct.): Co-lead counsel in data breach class action resulting in a settlement valued up to \$1,750,000.

Goldstein v. Henkel Corporation et al., Case No. 3:22-cv-00164 (D. Conn.): Represented purchasers of aerosol and spray antiperspirant products sold under the Right Guard brand which contain or risk containing benzene, resulting in \$1.95 million settlement.



Consumer Litigation

NV Security, Inc. v. Fluke Networks, No. CV05-4217

GW (SSx) (C.D. Cal. 2005): Negotiated a settlement on behalf of purchasers of Test Set telephones in an action alleging that the Test Sets contained a defective 3-volt battery. We benefited the consumer class by obtaining the following relief: free repair of the 3-volt battery, reimbursement for certain prior repair, an advisory concerning the 3-volt battery on the outside of packages of new Test Sets, an agreement that defendants would cease to market and/or sell certain Test Sets, and a 42-month warranty on the 3-volt battery contained in certain devices sold in the future.

Sung, et al. v. Schurman Retail Group, No. 3:17-cv-02760- LB (N.D. Cal.): Co-Lead Class Counsel in nationwide class action that alleged unauthorized disclosure of employee financial information; obtained final approval of nationwide class action settlement providing credit monitoring and identity theft restoration services through 2022 and cash payments of up to \$400.

In re: Apple Inc. Device Performance Litig., No.

5:18-md-02827-EJD (N.D. Cal.): Plaintiffs' Executive Committee member in class action lawsuit alleging that Apple purposefully throttled iPhone resulting in a \$310 million non-reversionary settlement fund.

In re: EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litig., No. 2:17-MD-02785 (D. Kan.): Plaintiffs' Executive Committee in action that alleged that Mylan and Pfizer violated antitrust laws and committed other violations relating to the sale of EpiPens which resulted in \$609 million in total recovery.

Scott, et al. v. JPMorgan Chase Bank, N.A., No. 1:17-cv- 00249-APM (D.D.C.): Co-Lead Class Counsel in nationwide class action settlement of claims alleging improper fees deducted from payments awarded to jurors; 100% direct refund of improper fees collected.

In re: Citrix Data Breach Litig., No. 19-cv-61350-RKA-PMH (S.D. Fla.): Interim Class Counsel in action alleging company failed to implement reasonable security measures to protect employee financial information; resulted in common fund settlement of \$2,275,000.

Bustos v. Vonage America, Inc., No. 2:06-cv-2308-HAA-ES (D.N.J.): Common fund settlement of \$1.75 million on behalf of class members who purchased Vonage Fax Service in an action alleging that Vonage made false and misleading statements in the marketing, advertising, and sale of Vonage Fax Service by failing to inform consumers that the protocol defendant used for the Vonage Fax Service was unreliable and unsuitable for facsimile communications.

Masterson v. Canon U.S.A., No. BC340740 (Cal. Super. Ct. L.A. Cty.): Settlement providing refunds to Canon SD camera purchasers for certain broken LCD repair charges and important changes to the product warranty.



LEVI&KORSINSKY
Shareholder Advocates

Our Attorneys

Managing Partners

- **EDUARD KORSINSKY**
- **JOSEPH E. LEVI**

EDUARD KORSINSKY

Managing Partner



Eduard Korsinsky is the Managing Partner and Co-Founder of Levi & Korsinsky, LLP, a national securities firm that has recovered billions of dollars for investors since its formation in 2003. For more than 24 years Mr. Korsinsky has represented investors and institutional shareholders in complex securities matters. He has achieved significant recoveries for stockholders, including a \$79 million recovery for investors of E-Trade Financial Corporation and a payment ladder indemnifying investors of Google, Inc. up to \$8 billion in losses on a ground-breaking corporate governance case. His firm serves as lead counsel in some of the largest securities matters involving Tesla, US Steel, Kraft Heinz and others. He has been named a New York "Super Lawyer" by Thomson Reuters and is recognized as one of the country's leading practitioners in class action and derivative matters.

Mr. Korsinsky is also a co-founder of CORE Monitoring Systems LLC, a technology platform designed to assist institutional clients more effectively monitor their investment portfolios and maximize recoveries on securities litigation.

Cases he has litigated include:

- **E-Trade Financial Corp. Sec. Litig.**, No. 07-cv-8538 (S.D.N.Y. 2007), \$79 million recovery
- **In re Activision, Inc. S'holder Derivative Litig.**, No. 06-cv-04771-MRP (JTLX)(C.D. Cal. 2006), recovered \$24 million in excess compensation
- **Corinthian Colleges, Inc., S'holder Derivative Litig.**, No. SACV-06-0777-AHS (C.D. Cal. 2009), obtained repricing of executive stock options providing more than \$2 million in benefits to the company
- **Pfeiffer v. Toll**, No. 4140-VCL (Del. Ch. 2010), \$16.25 million in insider trading profits recovered
- **In re Net2Phone, Inc. S'holder Litig.**, No. 1467-N (Del. Ch. 2005), obtained increase in tender offer price from \$1.70 per share to \$2.05 per share
- **In re Pamrapo Bancorp S'holder Litig.**, No. C-89-09 (N.J. Ch. Hudson Cty. 2011) & No. HUD-L-3608-12 (N.J. Law Div. Hudson Cty. 2015), obtained supplemental disclosures following the filing of a motion for preliminary injunction, pursued case post-closing, secured key rulings on issues of first impression in New Jersey and defeated motion for summary judgment

EDUARD KORSINSKY**Managing Partner****Cases he has litigated include:**

- **In re Google Inc. Class C S'holder Litig.**, No. 19786 (Del. Ch. 2012), obtained payment ladder indemnifying investors up to \$8 billion in losses stemming from trading discounts expected to affect the new stock
- **Woodford v. M.D.C. Holdings, Inc.**, No. 1:2011cv00879 (D. Del. 2012), one of a few successful challenges to say on pay voting, recovered millions of dollars in reductions to compensation

PUBLICATIONS

- "Board Diversity: The Time for Change is Now, Will Shareholders Step Up?," National Council on Teacher Retirement. FYI Newsletter May 2021
- "The Dangers of Relying on Custodians to Collect Class Action Settlements," The Texas Association of Public Employee Retirement Systems (TEXPERS) Investment Insights April-May Edition (2021)
- "The Dangers of Relying on Custodians to Collect Class Action Settlements," Michigan Association of Public Employee Retirement Systems (MAPERS) Newsletter (2021)
- "The Dangers of Relying on Custodians to Collect Class Action Settlements," Florida Public Pension Trustees Association (FPPTA) (2021)
- "NY Securities Rulings Don't Constitute Cyan Backlash", Law360 (March 8, 2021)
- "Best Practices for Monitoring Your Securities Portfolio in 2021.", Building Trades News Newsletter (2020-2021)

- **Pfeiffer v. Alpert (Beazer Homes)**, No. 10-cv-1063-PD (D. Del. 2011), obtained substantial revisions to an unlawful executive compensation structure
- **In re NCS Healthcare, Inc. Sec. Litig.**, No. CA 19786, (Del. Ch. 2002), case settled for approximately \$100 million
- **Paraschos v. YBM Magnex Int'l, Inc.**, No. 98-CV-6444 (E.D. Pa.), United States and Canadian cases settled for \$85 million Canadian

- "Best Practices for Monitoring Your Securities Portfolio in 2021.", The Texas Association of Public Employee Retirement Systems (TEXPERS) Monitor (2021)
- "Best Practices for Monitoring Your Securities Portfolio in 2021.", Michigan Association of Public Employee Retirement Systems (MAPERS) Newsletter (2021)
- "Best Practices for Monitoring Your Securities Portfolio in 2021.", Florida Public Pension Trustees Association (FPPTA) (2021)
- Delaware Court Dismisses Compensation Case Against Goldman Sachs, ABA Section of Securities Litigation News & Developments (Nov. 7, 2011)
- SDNY Questions SEC Settlement Practices in Citigroup Settlement, ABA Section of Securities Litigation News & Developments (Nov. 7, 2011)
- New York Court Dismisses Shareholder Suit Against Goldman Sachs, ABA Section of Securities Litigation News & Developments (Oct. 31, 2011)

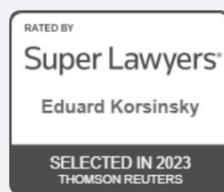
EDUARD KORSINSKY

Managing Partner

EDUCATION

- New York University School of Law, LL.M. Master of Law(s) Taxation (1997)
- Brooklyn Law School, J.D. (1995)
- Brooklyn College, B.S., Accounting, summa cum laude (1992)

AWARDS



ADMISSIONS

- New York (1996)
- New Jersey (1996)
- United States District Court for the Southern District of New York (1998)
- United States District Court for the Eastern District of New York (1998)
- United States Court of Appeals for the Second Circuit (2006)
- United States Court of Appeals for the Third Circuit (2010)
- United States District Court for the Northern District of New York (2011)
- United States District Court of New Jersey (2012)
- United States Court of Appeals for the Sixth Circuit (2013)
- Arizona (2024)
- Michigan (2024)

JOSEPH E. LEVI

Managing Partner



Joseph E. Levi is a central figure in shaping and managing the Firm's securities litigation practice. Mr. Levi has been lead or co-lead in dozens of cases involving the enforcement of shareholder rights in the context of mergers & acquisitions and securities fraud. In addition to his involvement in class action litigation, he has represented numerous patent holders in enforcing their patent rights in areas including computer hardware, software, communications, and information processing, and has been instrumental in obtaining substantial awards and settlements.

Mr. Levi and the Firm achieved success on behalf of the former shareholders of Occam Networks in litigation challenging the Company's merger with Calix, Inc., obtaining a preliminary injunction against the merger due to material representations and omissions in the proxy solicitation. **Chen v. Howard-Anderson**, No. 5878-VCL (Del. Ch.). Vigorous litigation efforts continued to trial, resulting in a \$35 million recovery for shareholders.

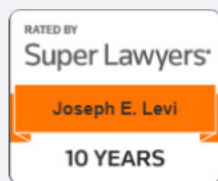
Mr. Levi and the Firm served as lead counsel in **Weigard v. Hicks**, No. 5732-VCS (Del. Ch.), which challenged the acquisition of Health Grades by affiliates of Vestar Capital Partners. Mr. Levi successfully demonstrated to the Court of Chancery that the defendants had likely breached their fiduciary duties to Health Grades' shareholders by failing to maximize shareholder value. This ruling was used to reach a favorable settlement where defendants agreed to a host of measures designed to increase the likelihood of superior bid. Vice Chancellor Strine "applaud[ed]" the litigation team for their preparation and the extraordinary high-quality of the briefing.

“[The court] appreciated very much the quality of the argument..., the obvious preparation that went into it, and the ability of counsel...”

Justice Timothy S. Driscoll in *Grossman v. State Bancorp, Inc.*, Index No. 600469/2011 (N.Y. Sup. Ct. Nassau Cnty. Nov. 29, 2011)

JOSEPH E. LEVI**Managing Partner****EDUCATION**

- Polytechnic University, B.S., Electrical Engineering, summa cum laude (1984); M.S. Systems Engineering (1986)
- Brooklyn Law School, J.D., magna cum laude (1995)

AWARDS**ADMISSIONS**

- New York (1996)
- New Jersey (1996)
- United States Patent and Trademark Office (1997)
- United States District Court for the Southern District of New York (1997)
- United States District Court for the Eastern District of New York (1997)



LEVI&KORSINSKY
Shareholder Advocates

Our Attorneys

Partners

- ADAM M. APTON
- DONALD J. ENRIGHT
- SHANNON L. HOPKINS
- GREGORY M. NESPOLE
- COURTNEY E. MACCARONE
- NICHOLAS I. PORRITT
- GREGORY M. POTREPKA
- MARK S. REICH
- DANIEL TEPPER
- ELIZABETH K. TRIPODI

ADAM M. APTON

Partner



Adam M. Apton focuses his practice on investor protection. He represents institutional investors and high net worth individuals in securities fraud, corporate governance, and shareholder rights litigation. Prior to joining the firm, Mr. Apton defended corporate clients against complex mass tort, commercial, and products liability lawsuits. Thomson Reuters has selected Mr. Apton to the Super Lawyers "Rising Stars" list every year since 2016, a distinction given to only the top 2.5% of lawyers. He has also been awarded membership to the prestigious Lawyers of Distinction for his excellence in the practice of law and named to the "Lawdragon 500 X" list out of thousands of candidates in recognition of his place at the forefront of the legal profession.

Mr. Apton's past representations and successes include:

- **In re Tesla, Inc. Securities Litigation**, No. 3:18-cv-04865-EMC (N.D. Cal.) (trial counsel in class action representing Tesla investors who were harmed by Elon Musk's "funding secured" tweet from August 7, 2018)
- **In re Navient Corp. Securities Litigation**, No. 17-8373 (RBK/AMD) (D.N.J.) (lead counsel in class action against leading provider of student loans for alleged false and misleading statements about compliance with consumer protection laws)
- **In re Prothena Corporation Plc Securities Litigation**, No. 1:18-cv-06425-ALC (S.D.N.Y.) (\$15.75 million settlement fund against international drug company for false statements about development of lead biopharmaceutical product)
- **Martin v. Altisource Residential Corporation**, et al., No. 15-00024 (AET) (GWC) (D.V.I.) (\$15.5 million settlement fund against residential mortgage company for false statements about compliance with consumer regulations and corporate governance protocols)
- **Levin v. Resource Capital Corp., et al.**, No. 1:15-cv-07081-LLS (S.D.N.Y.) (\$9.5 million settlement in class action over fraudulent statements about toxic mezzanine loan assets)

ADAM M. APTON

Partner

• **Rux v. Meyer (Sirius XM Holdings Inc.)**, No. 11577 (Del. Ch.) (recovery of \$8.25 million against SiriusXM's Board of Directors for engaging in harmful related-party transactions with controlling stockholder, John. C. Malone and Liberty Media Corp.)

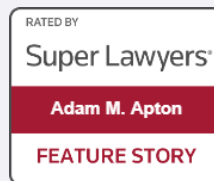
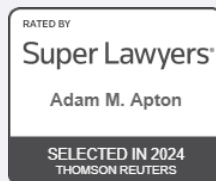
PUBLICATIONS

- "Pleading Section 11 Liability for Secondary Offerings" American Bar Association: Practice Points (Jan. 4, 2017)
- "Second Circuit Rules in Indiana Public Retirement System v. SAIC, Inc." American Bar Association: Practice Points (Apr. 4, 2016)
- "Second Circuit Applies Omnicare to Statements of Opinion in Sanofi" American Bar Association: Practice Points (Mar. 30, 2016)
- "Second Circuit Rules in Action AG v. China North" American Bar Association: Practice Points (Sept. 14, 2015)

EDUCATION

- New York Law School, J.D., cum laude (2009), where he served as Articles Editor of the New York Law School Law Review and interned for the New York State Supreme Court, Commercial Division
- University of Minnesota, B.A., Entrepreneurial Management & Psychology, With Distinction (2006)

AWARDS



ADMISSIONS

- New York (2010)
- United States District Court for the Southern District of New York (2010)
- United States District Court for the Eastern District of New York (2010)
- United States Court of Appeals for the Ninth Circuit (2015)
- United States Court of Appeals for the Second Circuit (2016)
- United States Court of Appeals for the Third Circuit (2016)
- California (2017)
- United States District Court for the Northern District of California (2017)
- United States District Court for the Central District of California (2017)
- United States District Court for the Southern District of California (2017)
- New Jersey (2020)
- United States District Court for the District of New Jersey (2020)

DONALD J. ENRIGHT

Partner



During his 28 years as a litigator and trial lawyer, Mr. Enright has handled matters in the fields of securities, commodities, consumer fraud and commercial litigation, with a particular emphasis on shareholder class action litigation. He has been named as one of the leading financial litigators in the nation by Lawdragon, as a Washington, DC "Super Lawyer" by Thomson Reuters, and as one of the city's "Top Lawyers" by Washingtonian magazine. One jurist on the Delaware Court of Chancery recently remarked that Don's advocacy skills were "a textbook of how oral arguments should be done."

Mr. Enright has shown a track record of achieving victories in federal trials and appeals, including:

- **Nathenson v. Zonagen, Inc.**, 267 F. 3d 400, 413 (5th Cir. 2001)
- **SEC v. Butler**, 2005 U.S. Dist. LEXIS 7194 (W.D. Pa. April 18, 2005)
- **Belizan v. Hershon**, 434 F. 3d 579 (D.C. Cir. 2006)
- **Rensel v. Centra Tech Inc.**, 2 F. 4th 1359 (11th Cir. 2021)

Over the course of his career, Mr. Enright has recovered hundreds of millions of dollars for investors. Most recently, in **Karsan Value Fund v. Kostecki Brokerage Pty, Ltd. et al.**, Case No. C.A. No. 2021-0899-LW/W (Delaware Chancery), Mr. Enright was lead counsel for the class, and recovered a \$9.5 million common fund for the minority stockholders in connection with a controller buyout – a \$1.90 per share (75%) increase on top of the original merger consideration of \$2.55 per share. The Court of Chancery approved the settlement on April 4, 2024, and remarked that it was "strong" and a "great settlement."

Similarly, in **In re Schuff International, Inc. Stockholders Litigation**, Case No. 10323-VCZ, Mr. Enright served as Co-Lead Counsel for the plaintiff class in achieving an aggregate recovery of more than \$22 million -- a gross increase from \$31.50 to \$67.45 in total consideration per share (a 114% increase) for tendering stockholders. This was one of the largest recoveries as a percentage of the underlying merger consideration in the history of Delaware M&A litigation.

DONALD J. ENRIGHT

Partner

As Co-Lead Counsel in **In re Bluegreen Corp. Shareholder Litigation**, Case No. 502011CA018111 (Cir. Ct. for Palm Beach Cnty., Fla.), Mr. Enright achieved a \$36.5 million common fund settlement in the wake of a majority shareholder buyout, representing a 25% increase in total consideration to the minority stockholders.

Mr. Enright has played a leadership role in numerous other shareholder class actions from inception to conclusion, producing multi-million-dollar recoveries involving such companies as:

- Allied Irish Banks PLC
- Iridium World Communications, Ltd.
- En Pointe Technologies, Inc.
- PriceSmart, Inc.
- Polk Audio, Inc.
- Meade Instruments Corp.
- Xicor, Inc.
- Streamlogic Corp.
- Interbank Funding Corp.
- Riggs National Corp.
- UTStarcom, Inc.
- Manugistics Group, Inc.
- Yongye International, Inc.
- CNX Gas Corp.
- Sauer-Danfoss, Inc.
- The Parking REIT, Inc.
- Akcea Therapeutics, Inc.
- Babcock & Wilcox Enterprises, Inc.
- ATI Physical Therapy, Inc.

Mr. Enright also has a successful track record of obtaining injunctive relief in connection with shareholder M&A litigation, having won injunctions in the cases of:

- **In re Portec Rail Products, Inc. S'holder Litig.**, G.D. 10-3547 (Ct. Com. Pleas Pa. 2010)
- **In re Craftmade International, Inc. S'holder Litig.**, C.A. No. 6950-VCL (Del. Ch. 2011)
- **Dias v. Purches**, C.A. No. 7199-VCG (Del. Ch. 2012)
- **In re Complete Genomics, Inc. S'holder Litig.**, C.A. No. 7888-VCL (Del. Ch. 2012)
- **In re Integrated Silicon Solution, Inc. Stockholder Litig.**, Lead Case No. 115CV279142 (Sup. Ct. Santa Clara, CA 2015)

DONALD J. ENRIGHT

Partner

Mr. Enright has also demonstrated considerable success in obtaining deal price increases for shareholders in M&A litigation. As Co-Lead Counsel in the matter of **In re Great Wolf Resorts, Inc. Shareholder Litigation**, C.A. No. 7328-VCN (Del. Ch. 2012), Mr. Enright was partially responsible for a \$93 million (57%) increase in merger consideration and waiver of several "don't-ask-don't-waive" standstill agreements. Similarly, Mr. Enright served as Co-Lead Counsel in the case of **Berger v. Life Sciences Research, Inc.**, No. SOM-C-12006-09 (NJ Sup. Ct. 2009), which caused a significant increase in the transaction price from \$7.50 to \$8.50 per share, representing additional consideration for shareholders of approximately \$11.5 million. Mr. Enright also served as Co-Lead Counsel in **Minerva Group, LP v. Keane**, Index No. 800621/2013 (NY Sup. Ct. of Erie Cnty.) and obtained an increased buyout price from \$8.40 to \$9.25 per share.

The courts have frequently recognized and praised the quality of Mr. Enright's work:

- In **In re Interbank Funding Corp. Securities Litigation**, (D.D.C. 02-1490), Judge Bates of the United States District Court for the District of Columbia observed that Mr. Enright had "...skillfully, efficiently, and zealously represented the class, and... worked relentlessly throughout the course of the case."
- In **Freeland v. Iridium World Communications, LTD**, (D.D.C. 99-1002), Judge Nanette Laughrey stated that Mr. Enright and his co-counsel had done "an outstanding job" in connection with the recovery of \$43.1 million for the shareholder class.
- In the matter of **Osieczanek v. Thomas Properties Group**, C.A. No. 9029-VCG (Del. Ch. 2013), Vice Chancellor Sam Glasscock of the Delaware Court of Chancery observed that "it's always a pleasure to have counsel [like Mr. Enright] who are articulate and exuberant in presenting their position," and that Mr. Enright's prosecution of a merger case was "wholesome" and served as "a model of . . . plaintiffs' litigation in the merger arena."
- In the matter of **Adam Turnbull v. Adam Klein**, C.A. No. 1125-SG (Del. Ch. 2024), Vice Chancellor Sam Glasscock of the Delaware Court of Chancery stated in a hearing, "Mr. Enright, the way you laid out your argument ... is extraordinarily helpful to a Court, and it's a textbook of how oral arguments should be done. That's not taking anything away from what the defendants did. But that was, I thought, classic, and I'm glad my clerks and interns and Supreme Court clerks got to hear it."

DONALD J. ENRIGHT

Partner

PUBLICATIONS

- "SEC Enforcement Actions and Investigations in Private and Public Offerings," Securities: Public and Private Offerings, Second Edition, West Publishing 2007
- "Dura Pharmaceuticals: Loss Causation Redefined or Merely Clarified?" J.Tax'n & Reg. Fin. Inst. September/October 2007, Page 5

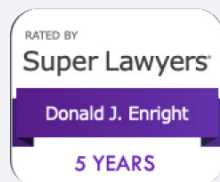
EDUCATION

- George Washington University School of Law, J.D. (1996), Member Editor of The George Washington University Journal of International Law and Economics
- Drew University, B.A. cum laude, Political Science and Economics (1993)

ADMISSIONS

- Maryland (1996)
- New Jersey (1996)
- District of Maryland (1997)
- District of New Jersey (1997)
- Washington, DC (1999)
- Fourth Circuit (1999)
- Fifth Circuit (1999)
- United States District Court for the District of Columbia (1999)
- United States Court of Appeals for the District of Columbia (2004)
- Second Circuit (2005)
- Third Circuit (2006)

AWARDS



SHANNON L. HOPKINS

Partner



Shannon L. Hopkins manages the Firm's Connecticut office. She was selected in 2013 as a New York "Super Lawyer" by Thomson Reuters. For more than two decades Ms. Hopkins has been prosecuting a wide range of complex class action matters in securities fraud, mergers and acquisitions, and consumer fraud litigation on behalf of individuals and large institutional clients. Ms. Hopkins has played a lead role in numerous shareholder securities fraud and merger and acquisition matters and has been involved in recovering multimillion-dollar settlements on behalf of shareholders, including:

- **E-Trade Financial Corp. S'holder Litig.**, No. 07-cv-8538 (S.D.N.Y. 2007), \$79 million recovery for the shareholder class
- **In re U.S. Steel Consolidated Cases**, No. 17-559-CB (W.D. Pa.), \$40 million recovery for shareholder class
- **In re Nutanix, Inc. Securities Litigation**, No. 3:19-cv-01651-WHO (the "Stock Case"), \$71 million for shareholder class
- **Rougier v. Applied Optoelectronics, Inc.**, No. 17-cv-2399 (S.D. Tex.), \$15.5 million recovery for shareholder class
- **In Re Helios and Matheson Analytics, Inc. Sec. Litig.**, No. 18-cv-6965-JGK (S.D.N.Y.), \$8.25 Million shareholder recovery
- **In re Restoration Robotics, Inc. Sec. Litig.**, No. 18-cv-03712-EJD (N.D. Cal.), \$4.175 million shareholder recovery
- **In Stein v. U.S. Xpress Enterprises, Inc.**, et al., No. 1:19-cv-98-TRM-CHS (E.D. Tenn.), \$4.3 million shareholder recovery
- **Kirkland, et al. v. WideOpenWest, Inc.**, et al., Index No. 653248/2018, \$7.025 million recovery for shareholder class

SHANNON L. HOPKINS

Partner

- “Plaintiffs’ selected Class Counsel, the law firm of Levi & Korsinsky, LLP, has demonstrated the zeal and competence required to adequately represent the interests of the Class. The attorneys at Levi & Korsinsky have experience in securities and class actions issues and have been appointed lead counsel in a significant number of securities class actions across the country.”

The Honorable Christina Bryan in *Rougier v. Applied Optoelectronics, Inc.*, No. 4:17-CV-02399 (S.D. Tex. Nov. 13, 2019)

In addition to her legal practice, Ms. Hopkins is a Certified Public Accountant (1998 Massachusetts). Prior to becoming an attorney, Ms. Hopkins was a senior auditor with PricewaterhouseCoopers LLP, where she led audit engagements for large publicly held companies in a variety of industries.

- “In appointing the Firm Lead Counsel, the Honorable Gary Allen Feess noted our “significant prior experience in securities litigation and complex class actions.”

Zaghian v. THQ, Inc., No. 2:12-cv-05227-GAF-JEM (C.D. Cal. Sept. 14, 2012)

SHANNON L. HOPKINS

Partner

PUBLICATIONS

- "Cybercrime Convention: A Positive Beginning to a Long Road Ahead," 2 J. High Tech. L. 101 (2003)

EDUCATION

- Suffolk University Law School, J.D., magna cum laude (2003), where she served on the Journal for High Technology and as Vice Magister of the Phi Delta Phi International Honors Fraternity
- Bryant University, B.S.B.A., Accounting and Finance, cum laude (1995), where she was elected to the Beta Gamma Sigma Honor Society

AWARDS



ADMISSIONS

- Massachusetts (2003)
- United States District Court for the District of Massachusetts (2004)
- New York (2004)
- United States District Court for the Southern District of New York (2004)
- United States District Court for the Eastern District of New York (2004)
- United States District Court for the District of Colorado (2004)
- United States Court of Appeals for the First Circuit (2008)
- United States Court of Appeals for the Third Circuit (2010)
- Connecticut (2013)
- United States Court of Appeals for the Ninth Circuit (2023)

GREGORY M. NESPOLE

Partner



Gregory Mark Nespole is a Partner of the Firm, having been previously a member of the management committee of one of the oldest firms in New York, as well as chair of that firm's investor protection practice. He specializes in complex class actions, derivative actions, and transactional litigation representing institutional investors such as public and labor pension funds, labor health and welfare benefit funds, and private institutions. Prior to practicing law, Mr. Nespole was a strategist on an arbitrage desk and an associate in a major international investment bank where he worked on structuring private placements and conducting transactional due diligence.

For over twenty years, Mr. Nespole has played a lead role in numerous shareholder securities fraud and merger and acquisition matters and has been involved in recovering multi-million-dollar settlements on behalf of shareholders, including:

- Served as co-chair of a Madoff Related Litigation Task Force that recovered over several hundred million dollars for wronged investors;
- Obtained a \$90 million award on behalf of a publicly listed company against a global bank arising out of fraudulently marketed auction rated securities;
- Successfully obtained multi-million-dollar securities litigation recoveries and/or corporate governance reforms from Cablevision, JP Morgan, American Pharmaceutical Partners, Sepracor, and MBIA, among many others.

Mr. Nespole is a member of the Federal Bar Council and the FBC's Securities Litigation Committee, the New York City Bar Association, and the Federalist Society. He is also a members of the New York Athletic Club. Mr. Nespole's peers have elected him a "Super Lawyer" in the class action field annually since 2009 and . He is active in his community as a youth sports coach and mentor.

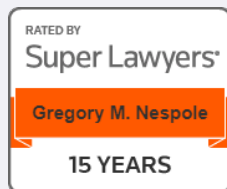
GREGORY M. NESPOLE

Partner

EDUCATION

- Brooklyn Law School, J.D. (1993)
- Bates College, B.A. (1989)

AWARDS



ADMISSIONS

- New York (1994)
- United States District Court for the Southern District of New York (1994)
- United States District Court for the Eastern District of New York (1994)
- United States Court of Appeals for the Second Circuit (1994)
- United States Court of Appeals for the Fourth Circuit (1994)
- United States Court of Appeals for the Fifth Circuit (1994)
- United States District Court for the Northern District of New York (2016)
- United States Court of Appeals for the Eighth Circuit (2019)
- United States Court of Appeals for the Third Circuit (2020)

COURTNEY E. MACCARONE

Partner



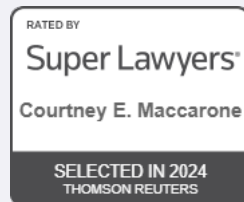
Courtney E. Maccarone focuses her practice on prosecuting consumer class actions. Prior to joining Levi & Korsinsky, Ms. Maccarone was an associate at a boutique firm in New York specializing in class action litigation. While attending Brooklyn Law School, Ms. Maccarone served as the Executive Symposium Editor of the Brooklyn Journal of International Law and was a member of the Moot Court Honor Society. Her note, "Crossing Borders: A TRIPS-Like Treaty on Quarantines and Human Rights" was published in the Spring 2011 edition of the Brooklyn Journal of International Law.

Ms. Maccarone also gained experience in law school as an intern to the Honorable Martin Glenn of the Southern District of New York Bankruptcy Court and as a law clerk at a New York City-based class action firm. Ms. Maccarone has been recognized as a Super Lawyer "Rising Star" for the New York Metro area every year since 2014.

EDUCATION

- Brooklyn Law School, J.D., magna cum laude (2011)
- New York University, B.A., magna cum laude (2008)

AWARDS



ADMISSIONS

- New Jersey (2011)
- New York (2012)
- United States District Court for the District of New Jersey (2012)
- United States District Court for the Eastern District of New York (2012)
- United States District Court for the Southern District of New York (2012)

NICHOLAS I. PORRITT

Partner



Nicholas Porritt prosecutes securities class actions, shareholder class actions, derivative actions, and mergers and acquisitions litigation. He has extensive experience representing plaintiffs and defendants in a wide variety of complex commercial litigation, including civil fraud, breach of contract, and professional malpractice, as well as defending SEC investigations and enforcement actions. Mr. Porritt has helped recover hundreds of millions of dollars on behalf of shareholders. He was one of the Lead Counsel in *In re Google Inc. Class C Shareholder Litigation*, No. 7469-CS (Del. Ch.), which resulted in a payment of \$522 million to shareholders and overall benefit of over \$3 billion to Google's minority shareholders. He is one of the very few attorneys to have tried a securities class action to a jury, acting as lead trial counsel in *In re Tesla, Inc. Securities Litigation*, No. 3:18-cv-04865-EMC (N.D. Cal.), which went to trial in January 2023. He is currently acting in *In re QuantumScape Securities Class Action Litigation*, No. 3:21-cv-00058-WHO (N.D. Cal) representing QuantumScape Corp. investors who were harmed by misrepresentations by management regarding its battery technology as well as lead counsel in *Ford v. TD Ameritrade*

Holding Corp., No. 14-cv-396 (D. Neb.), representing TD Ameritrade customers harmed by its improper routing of their orders. Both cases involve over \$1 billion in estimated damages.

Mr. Porritt speaks frequently on current topics relating to securities laws and derivative actions, including presentations on behalf of the Council for Institutional Investors, Nasdaq, and the Practising Law Institute, and has served as an expert in the areas of securities and derivative litigation.

NICHOLAS I. PORRITT

Partner

CASES PORRITT HAS WORKED ON:

- **Set Capital LLC v. Credit Suisse Group AG**, 2023 WL 2535175 (S.D.N.Y. 2023)
- **Voulgaris, v. Array Biopharma Inc.**, 60 F.4th 1259 (10th Cir. 2023)
- **In re Tesla, Inc. Sec. Litig.**, 2022 WL 7374936 (N.D. Cal. 2022)
- **Klein v. TD Ameritrade Holding Corp.**, 342 F.R.D. 252 (D. Neb. 2022)
- **In re Aphria, Inc. Sec. Litig.**, 342 F.R.D. 199 (S.D.N.Y. 2022)
- **In re Tesla, Inc. Sec. Litig.**, 2022 WL 1497559 (N.D. Cal. 2022)
- **In re QuantumScape Sec. Class Action Litig.**, 580 F. Supp. 3d 714 (N.D. Cal. 2022)
- **Set Capital LLC v. Credit Suisse Group AG**, 996 F.3d 64 (2d Cir. 2021)
- **In re Tesla, Inc. Sec. Litig.**, 477 F. Supp. 3d 903 (N.D. Cal. 2020)
- **Voulgaris, v. Array Biopharma Inc.**, No. 17CV02789KLMCONSOLID, 2020 WL 8367829 (D. Colo. 2020)
- **In Re Aphria, Inc. Sec. Litig.**, No. 18 CIV. 11376 (GBD), 2020 WL 5819548 (S.D.N.Y. 2020)
- **In re Clovis Oncology, Inc. Deriv. Litig.**, 2019 WL 4850188 (Del. Ch. 2019)
- **Martin v. Altisource Residential Corp.**, 2019 WL 2762923 (D.V.I. 2019)
- **In re Navient Corp. Sec. Litig.**, 2019 WL 7288881 (D.N.J. 2019)
- **In re Bridgestone Inv. Corp.**, 789 Fed. App'x 13 (9th Cir. 2019)
- **Klein v. TD Ameritrade Holding Corp.**, 327 F.R.D. 283 (D. Neb. 2018)
- **Beezley v. Fenix Parts, Inc.**, 2018 WL 3454490 (N.D. Ill. 2018)
- **In re Illumina, Inc. Sec. Litig.**, 2018 WL 500990 (S.D. Cal. 2018)
- **In re PTC Therapeutics Sec. Litig.**, 2017 WL 3705801 (D.N.J. 2017)
- **Zaghian v. Farrell**, 675 Fed. Appx. 718, (9th Cir. 2017)
- **In re PTC Therapeutics Sec. Litig.**, 2017 WL 3705801 (D.N.J. Aug. 28, 2017)
- **Martin v. Altisource Residential Corp.**, 2017 WL 1068208 (D.V.I. 2017)
- **Gormley magicJack VocalTec Ltd.**, 220 F. Supp. 3d 510 (S.D.N.Y. 2016)
- **Carlton v. Cannon**, 184 F. Supp. 3d 428 (S.D. Tex. 2016)
- **Zola v. TD Ameritrade, Inc.**, 172 F. Supp. 3d 1055 (D. Neb. 2016)
- **In re Energy Recovery Sec. Litig.**, 2016 WL 324150 (N.D. Cal. Jan. 27, 2016)
- **In re EZCorp Inc. Consulting Agreement Deriv. Litig.**, 2016 WL 301245 (Del. Ch. Jan. 25, 2016)
- **In re Violin Memory Sec. Litig.**, 2014 WL 5525946 (N.D. Cal. Oct. 31, 2014)
- **Garnitschnig v. Horovitz**, 48 F. Supp. 3d 820 (D. Md. 2014)
- **SEC v. Cuban**, 620 F.3d 551 (5th Cir. 2010)
- **Cozzarelli v. Inspire Pharmaceuticals, Inc.**, 549 F.3d 618 (4th Cir. 2008)
- **Teachers' Retirement System of Louisiana v. Hunter**, 477 F.3d 162 (4th Cir. 2007)

NICHOLAS I. PORRITT

Partner

PUBLICATIONS

- "Current Trends in Securities Litigation: How Companies and Counsel Should Respond," Inside the Minds. Recent Developments in Securities Law (Aspatore Press 2010)

EDUCATION

- University of Chicago Law School, J.D., With Honors (1996)
- University of Chicago Law School, LL.M. (1993)
- Victoria University of Wellington, LL.B. (Hons.), With First Class Honors, Senior Scholarship (1990)

AWARDS



ADMISSIONS

- New York (1997)
- District of Columbia (1998)
- United States District Court for the District of Columbia (1999)
- United States District Court for the Southern District of New York (2004)
- United States Court of Appeals for the Fourth Circuit (2004)
- United States Court of Appeals for the District of Columbia Circuit (2006)
- United States Supreme Court (2006)
- United States District Court for the District of Maryland (2007)
- United States District Court for the Eastern District of New York (2012)
- United States Court of Appeals for the Second Circuit (2014)
- United States Court of Appeals for the Ninth Circuit (2015)
- United States District Court for the District of Colorado (2015)
- United States Court of Appeals for the Tenth Circuit (2016)
- United States Court of Appeals for the Eleventh Circuit (2017)
- United States Court of Appeals for the Eighth Circuit (2019)
- United States Court of Appeals for the Third Circuit (2019)

GREGORY POTREPKA

Partner



Gregory M. Potrepka is a partner of the Firm in its Connecticut office. Mr. Potrepka's practice specializes in vindicating investor rights, including the interests of shareholders of publicly traded companies. Specifically, Mr. Potrepka has considerable experience prosecuting complex class actions, securities fraud matters, and similar commercial litigation. Mr. Potrepka's role in the Firm's securities litigation practice has significantly contributed to many of the Firm's successes, including the following representative matters:

- **In re Nutanix, Inc. Sec. Litig.**, No. 3:19-01651-WHO (N.D. Cal.); **Norton v. Nutanix, Inc.**, 3:21-cv-04080-WHO (N.D. Cal.) (\$71 million recovery)
- **In re U.S. Steel Consolidated Cases**, No. 17-579 (W.D. Pa.) (\$40 million recovery)
- **Rougier v. Applied Optoelectronics, Inc.**, No. 4:17-cv-2399 (S.D. Tex.) (\$15.5 million recovery)
- **In re Helios and Matheson Analytics, Inc. Securities Litigation**, No. 1:18-cv-06965 (S.D.N.Y.) (\$8.25 million recovery)
- **In re Aqua Metals Securities Litigation**, No. 17-cv-07142-HSG (N.D. Cal.) (\$7

EDUCATION

- University of Connecticut School of Law, J.D. (2015)
- University of Connecticut Department of Public Policy, M.P.A. (2015)
- University of Connecticut, B.A., Political Science (2010)

AWARDS



ADMISSIONS

- Connecticut (2015)
- Mashantucket Pequot Tribal Court (2015)
- United States District Court for the District of Connecticut (2016)
- United States District Court for the Southern District of New York (2018)
- United States District Court for the Eastern District of New York (2018)
- United States Court of Appeals for the Third Circuit (2020)
- New York (2023)
- United States District of Colorado (2023)
- United States District Court for the District of Colorado (2023)
- United States Court of Appeals for the Ninth Circuit (2025)

MARK S. REICH

Partner



Mark Samuel Reich is a Partner of the Firm. Mark's practice focuses on consumer class actions, including cases involving privacy and data breach issues, deceptive and unfair trade practices, advertising injury, product defect, and antitrust violations. Mark, who has experience and success outside the consumer arena, also supports the Firm's securities and derivative practices.

Mark is attentive to clients' interests and fosters their activism on behalf of class members. Clients he has worked with consistently and enthusiastically endorse Mark's work:

“ Mark attentively guided me through each stage of the litigation, prepared me for my deposition, and ensured that I and other wronged consumers were compensated and that purchasers in the future could not be duped by the appliance manufacturer's misleading marketing tactics.”

Katherine Danielkiewicz, Michigan (S.D. Tex. Nov. 13, 2019)

“ After my experience working with Mark and his colleague, any hesitancy I may have had in the past about leading or participating in a class action has gone away. Mark expertly countered every roadblock that the corporate defendant tried using to dismiss our case and we ultimately reached a resolution that exceeded my expectations”

Barry Garfinkle, Pennsylvania

MARK S. REICH

Partner

Before joining Levi & Korsinsky, Mark practiced at the largest class action firm in the country for more than 15 years, including 8 years as a Partner. Prior to becoming a consumer and shareholder advocate, Mark practiced commercial litigation with an international law firm based in New York, where he defended litigations on behalf of a variety of corporate clients.

Mark has represented investors in securities litigation, devoted to protecting the rights of institutional and individual investors who were harmed by corporate misconduct. His case work involved **State Street Yield Plus Fund Litig.** (\$6.25 million recovery); **In re Doral Fin. Corp. Sec. Litig.**, SDNY (\$129 million recovery); **Lockheed Martin Corp. Sec. Litig.** (\$19.5 million recovery); **Tile Shop Holdings, Inc.** (\$9.5 million settlement); **Curran v. Freshpet Inc.** (\$10.1 million settlement); **In re Jakks Pacific, Inc.** (\$3,925,000 settlement); **Fidelity Ultra Short Bond Fund Litig.** (\$7.5 million recovery); and **Cha v. Kinross Gold Corp.** (\$33 million settlement).

“ Never having been involved in a class action, I was uninformed and apprehensive. Mark and his colleagues not only explained the complexities, but maintained extensive ongoing, communications, involved us fully in all phases of the process; provided appropriate professional counsel and guidance to each participant, and achieved results that satisfied the original goals of the litigation”

Fred Sharp, New York

“ It was a pleasure being represented by Mark. Above all he was patient throughout the tedious process of litigation. He is a good listener and a good communicator, which enhanced my participation and understanding of the process. He also provided excellent follow up throughout, making the process feel more like a team effort.”

Louise Miljenovic, New Jersey

MARK S. REICH

Partner

At his prior firm, Mark achieved notable success challenging unfair mergers and acquisitions in courts throughout the country. Among the M&A litigation that Mark handled or participated in, his notable cases include: **In re Aramark Corp. S'holders Litig.**, where he attained a \$222 million increase in consideration paid to shareholders of Aramark and a substantial reduction to management's voting power – from 37% to 3.5% – in connection with the approval of the going-private transaction; **In re Delphi Fin. Grp. S'holders Litig.**, resulting in a \$49 million post-merger settlement for Class A Delphi shareholders; **In re TD Banknorth S'holders Litig.**, where Mark played a significant role in raising the inadequacy of the \$3 million initial settlement, which the court rejected as wholly inadequate, and later resulted in a vastly increased \$50 million recovery. Mark has also been part of ERISA litigation teams that led to meaningful results, including **In re Gen. Elec. Co. ERISA Litig.**, which resulting in structural changes to company's 401(k) plan valued at over \$100 million, benefiting current and future plan participants.

“ We contacted Mark about our concerns about our oven's failure to perform as advertised. He worked with us to formulate a strategy that ultimately led to a settlement that achieved our and others' goals and specific needs.”

Candace Oliarny, Idaho

“ My wife and I never having been involved with a law firm or Class Action had no idea what to expect. Within the first few phone meetings with Mark, we became assured as Mark explained in detail how the process worked, Mark is a great communicator. Mr. Reich is a true professional, his integrity through the years he worked with us was impeccable. Working with Mark was a truly positive experience, and have no reservations if we ever had to call on his services again.”

Louise Miljenovic, New Jersey

MARK S. REICH

Partner

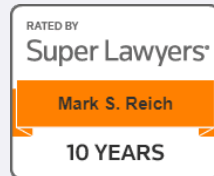
Before joining the Firm, Mark graduated with a Bachelor of Arts degree from Queens College in New York. He earned his Juris Doctor degree from Brooklyn Law School, where he served on the Moot Court Honor Society and The Journal of Law and Policy.

Mark regularly practices in federal and state courts throughout the country and is a member of the bar in New York. He has been recognized for his legal work by being named a New York Metro Super Lawyer by Super Lawyers Magazine every year since 2013. Mark is active in his local community and has been distinguished for his neighborhood support with a Certificate of Recognition by the Town of Hempstead.

EDUCATION

- Brooklyn Law School, J.D. (2000)
- Queens College, B.A., Psychology and Journalism (1997)

AWARDS



ADMISSIONS

- New York (2001)
- United States District Court for the Southern District of New York (2001)
- United States District Court for the Eastern District of New York (2001)
- United States District Court for the Northern District of New York (2005)
- United States District Court for the Eastern District of Michigan (2017)

DANIEL TEPPER

Partner



Daniel Teppar is a Partner of the Firm with extensive experience in shareholder derivative suits, class actions and complex commercial litigation. Before he joined Levi & Korsinsky, Mr. Teppar was a partner in one of the oldest law firms in New York. He is an active member of the CPLR Committee of the New York State Bar Association and was an early member of its Electronic Discovery Committee. Mr. Teppar has been selected as a New York "Super Lawyer" in 2016 – 2023.

Some of the notable matters where Mr. Teppar had a leading role include:

- **Siegmund v. Bian**, No. 16-62506 (S.D. Fla.), achieving an estimated recovery of \$29.93 per share on behalf of a class of public shareholders of Linkwell Corp. who were forced to sell their stock at \$0.88 per share.
- **In re Platinum-Beechwood Litigation**, No. 18-06658 (S.D.N.Y.), achieved dismissal on behalf of an individual investor in Platinum Partners-affiliated investment fund.
- **Lakatamia Shipping Co. Ltd. v. Nobu Su**, Index No. 654860/2016 (Sup. Ct., N.Y. Co. 2016), achieved dismissal on suit attempting to domesticate a \$40 million UK judgment in New York State.
- **Zelouf Int'l Corp. v. Zelouf**, No. 45 Misc.3d 1205(A) (Sup.Ct. N.Y. Co., 2014), representing the plaintiff in an appraisal proceeding triggered by freeze-out merger of closely-held corporation. Achieved a \$10 million verdict after eleven day trial, with the Court rejecting a discount for lack of marketability.
- **Sacher v. Beacon Assocs. Mgmt. Corp.**, No. 114 A.D.3d 655 (2d Dep't 2014), affirming denial of defendants' motion to dismiss shareholder derivative suit by Madoff feeder fund against fund's auditor for accounting malpractice.
- **In re Belzberg**, No. 95 A.D.3d 713 (1st Dep't 2012), compelling a non-signatory to arbitrate brokerage agreement dispute arising under doctrine of direct benefits estoppel.
- **Estate of DeLeo**, No. 353758/A (Surrog. Ct., Nassau Co. 2011), achieving a full plaintiff's verdict after a seven day trial which restored a multi-million dollar family business to its rightful owner.

DANIEL TEPPER

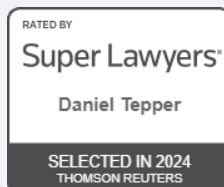
Partner

- **CMIA Partners Equity Ltd. v. O'Neill**, No. 2010 NY Slip Op 52068(U) (Sup. Ct. N.Y. Co., 2010). Representing the independent directors of a Cayman Islands investment fund, won a dismissal on the pleadings in the first New York State case examining shareholder derivative suits under Cayman Islands law.
- **Hecht v. Andover Assocs. Mgmt. Corp.**, No. 27 Misc 3d 1202(A) (Sup. Ct. Nassau Co., 2010), aff'd, 114 A.D.3d 638 (2d Dep't 2014). Participated in a \$213 million global settlement in the first Madoff related lawsuit in the country to defeat a motion to dismiss.

EDUCATION

- New York University School of Law, J.D. (2000)
- The University of Texas at Austin, B.A. with Honors (1997), National Merit Scholar

AWARDS



ADMISSIONS

- Massachusetts (2001)
- New York (2002)
- United States District Court for the Eastern District of New York (2004)
- United States District Court for the Southern District of New York (2010)
- United States District Court for the Western District of New York (2019)

ELIZABETH K. TRIPODI

Partner



Elizabeth K. Tripodi focuses her practice on shareholder protection, representing investors in litigation involving mergers, acquisitions, tender offers, and change-in-control transactions, securities fraud litigation, and corporate derivative litigation. Ms. Tripodi has been named as a Washington, D.C. "Super Lawyer" in the securities field and was selected as a "Rising Star" by Thomson Reuters for several consecutive years.

Ms. Tripodi's trial experiences includes:

- **In re Tesla, Inc. Securities Litigation**, No. 3:18-cv-04865-EMC (N.D. Cal.) (lead counsel in class action representing Tesla investors who were harmed by Elon Musk's "funding secured" tweet from August 7, 2018)

Ms. Tripodi has played a lead role in obtaining monetary recoveries for shareholders in M&A litigation:

- In **Reith v. Lichtenstein, et al.**, Case NO. 2018-0277-MTZ, on behalf of the class and derivatively on behalf of Steel Connect, Inc. recovering a \$6 million fund to be distributed to common stockholders of Steel Connect, the majority of which going to the minority stockholders. The Court of Chancery approved the settlement on December 13, 2024, called the result an "excellent settlement."
- In **Karsan Value Fund v. Kostecki Brokerage Pty, Ltd. et al.**, Case No. C.A. No. 2021-0899-LW/W (Delaware Chancery), on behalf of the class of former minority stockholders of Alloy Steel, and recovered a \$9.5 million common fund – a \$1.90 per share (75%) increase on top of the original merger consideration of \$2.55 per share. The Court of Chancery approved the settlement on April 4, 2024, and remarked that it was "strong" and a "great settlement."

ELIZABETH K. TRIPODI

Partner

- **In re Schuff International, Inc. Stockholders Litigation**, Case No. 10323-VCZ, achieving the largest recovery as a percentage of the underlying transaction consideration in Delaware Chancery Court merger class action history, obtaining an aggregate recovery of more than \$22 million -- a gross increase from \$31.50 to \$67.45 in total consideration per share (a 114% increase) for tendering stockholders.
- **In re Bluegreen Corp. S'holder Litig.**, Case No. 502011CA018111 (Circuit Ct. for Palm Beach Cty., FL), creation of a \$36.5 million common fund settlement in the wake of a majority shareholder buyout, representing a 25% increase in total consideration to the minority stockholders
- **In re Cybex International S'holder Litig.**, Index No. 653794/2012 (N.Y. Sup. Ct. 2014), recovery of \$1.8 million common fund, which represented an 8% increase in stockholder consideration in connection with management-led cash-out merger
- **In re Great Wolf Resorts, Inc. S'holder Litig.**, C.A. No. 7328-VCN (Del. Ch. 2012), where there was a \$93 million (57%) increase in merger consideration
- **Minerva Group, LP v. Keane**, Index No. 800621/2013 (N.Y. Sup. Ct. 2013), settlement in which Defendants increased the price of an insider buyout from \$8.40 to \$9.25 per share • **Minerva Group, LP v. Keane**, Index No. 800621/2013 (N.Y. Sup. Ct. 2013), settlement in which Defendants increased the price of an insider buyout from \$8.40 to \$9.25 per share

Ms. Tripodi has played a key role in obtaining injunctive relief while representing shareholders in connection with M&A litigation, including obtaining preliminary injunctions or other injunctive relief in the following actions:

- **In re Portec Rail Products, Inc. S'holder Litig**, No. G.D. 10-3547 (Ct. Com. Pleas Pa. 2010)
- **In re Craftmade International, Inc. S'holder Litig**, No. 6950-VCL (Del. Ch. 2011) • **Dias v. Purches, et al.**, No. 7199-VCG (Del. Ch. 2012)
- **In re Complete Genomics, Inc. S'holder Litig**, No. 7888-VCL (Del. Ch. 2012)
- **In re Integrated Silicon Solution, Inc. Stockholder Litig.**, No. 115CV279142 (Sup. Ct. Santa Clara, CA 2015)

ELIZABETH K. TRIPODI

Partner

Prior to joining Levi & Korsinsky, Ms. Tripodi was a member of the litigation team that served as Lead Counsel in, and was responsible for, the successful prosecution of numerous class actions, including: ***Rudolph v. UTStarcom*** (stock option backdating litigation obtaining a \$9.5 million settlement); ***Grecian v. Meade Instruments*** (stock option backdating litigation obtaining a \$3.5 million settlement).

EDUCATION

- American University Washington College of Law, cum laude (2006), where she served as Co-Editor in Chief of the Business Law Journal (f/k/a Business Law Brief), was a member of the National Environmental Moot Court team, and interned for Environmental Enforcement Section at the Department of Justice
- Davidson College, B.A., Art History (2000)

ADMISSIONS

- Virginia (2006)
- United States District Court for the Eastern District of Virginia (2006)
- District of Columbia (2008)
- United States District Court for the District of Columbia (2010)
- United States Court of Appeals for the Seventh Circuit (2018)

AWARDS





LEVI&KORSINSKY
Shareholder Advocates

Our Attorneys

Counsel

- **ANDREW E. LENCYK**
- **BRIAN STEWART**

ANDREW E. LENCYK

Counsel



Andrew E. Lencyk is Counsel to the Firm. Prior to joining the Firm, Mr. Lencyk was a partner in an established boutique firm in New York specializing in securities litigation. He was graduated magna cum laude from Fordham College, New York, with a B.A. in Economics and History, where he was a member of the College's Honors Program, and was elected to Phi Beta Kappa. Mr. Lencyk received his J.D. from Fordham University School of Law, where he was a member of the Fordham Urban Law Journal. He was named to the 2013, 2014, 2015, 2016, 2017, 2018 and 2019 Super Lawyers®, New York Metro Edition.

Mr. Lencyk has co-authored the following articles for the Practicing Law Institute's Accountants' Liability Handbooks:

- *Liability in Forecast and Projection Engagements: Impact of Luce v. Edelstein*
 - *An Accountant's Duty to Disclose Internal Control Weaknesses*
 - *Whistle-blowing: An Accountants' Duty to Disclose A Client's Illegal Acts*
 - *Pleading Motions under the Private Securities Litigation Reform Act of 1995*
- *Discovery Issues in Cases Involving Auditors (co-authored and appeared in the 2002 PLI Handbook on Accountants' Liability After Enron.)*

In addition, he co-authored the following article for the Association of the Bar of the City of New York, Corporate & Securities Law Updates:

- *Safe Harbor Provisions for Forward-Looking Statements (co-authored and published by the Association of the Bar of the City of New York, Corporate & Securities Law Updates, Vol. II, May 12, 2000)*

ANDREW E. LENCYK

Counsel

Cases in which Mr. Lencyk actively represented plaintiffs include:

- **Kirkland et al. v. WideOpenWest, Inc.**, No. 653248/2018 (Sup. Ct. NY County) (substantially denying defendants' motion to dismiss Section 11 and 12(a)(2) claims)
- **In re Community Psychiatric Centers Securities Litigation**, No. SA CV-91-533-AHS (Eex) (C.D. Cal.) and McGann v. Ernst & Young, SA CV-93-0814-AHS (Eex) (C.D. Cal.) (recovery of \$54.5 million against company and its outside auditors)
- **In re Danskin Securities Litigation**, Master File No. 92 CIV. 8753 (JSM) (S.D.N.Y.);
- **In re JWP Securities Litigation**, Master File No. 92 Civ. 5815 (WCC) (S.D.N.Y.) (class recovery of approximately \$36 million)
- **In re Porta Systems Securities Litigation**, Master File No. 93 Civ. 1453 (TCP) (E.D.N.Y.);
- **In re Leslie Fay Cos. Securities Litigation**, No. 92 Civ. 8036 (S.D.N.Y.) (\$35 million recovery)
- **Berke v. Presstek, Inc.**, No. 96-347-M (MDL Docket No. 1140) (D.N.H.) (\$22 million recovery)
- **In re Micro Focus Securities Litigation**, No. C-01-01352-SBA-WDB (N.D. Cal.)
- **Dusek v. Mattel, Inc.**, et al., No. CV99-10864 MRP (C.D. Cal.) (\$122 million global settlement)
- **In re Sonus Networks, Inc. Securities Litigation-II**, No. 06-CV-10040 (MLW) (D. Mass.)
- **In re AIG ERISA Litigation**, No. 04 Civ. 9387 (JES) (S.D.N.Y.) (\$24.2 million recovery)
- **In re Mutual Funds Investment Litigation**, MDL No. 1586 (D. Md.)
- In re Alger, Columbia, Janus, MFS, One Group, Putnam, Allianz Dresdner, MDL No. 15863-JFM - Allianz Dresdner subtrack (D. Md.)
- **In re Alliance, Franklin/Templeton, Bank of America/Nations Funds and Pilgrim Baxter**, MDL No. 15862-AMD – Franklin/Templeton subtrack (D. Md.)
- **In re AIG ERISA Litigation II**, No. 08 Civ. 5722 (LTS) (S.D.N.Y.) (\$40 million recovery); and
- **Flynn v. Sientra, Inc.**, No. CV-15-07548 SJO (RAOx) (C.D. Cal.) (\$10.9 million recovery) (co-lead counsel) Court decisions in which Mr. Lencyk played an active role on behalf of plaintiffs include:
 - **Pub. Empls' Ret. Sys. of Miss. v. TreeHouse Foods**, No. 2018 U.S. Dist. LEXIS 22717 (N.D. Ill. Feb. 12, 2018) (denying defendants' motion to dismiss in its entirety)

ANDREW E. LENCYK

Counsel

- **Flynn v. Sientra, Inc.**, No. 2016 U.S. Dist. LEXIS 83409 (C.D. Cal. June 9, 2016) (denying in substantial part defendants' motions to dismiss Section 10(b), Section 11 and 12(b)(2) claims), motion for reconsideration denied, slip op. (C.D. Cal. Aug 12, 2016)
- **In re Principal U.S. Property Account ERISA Litigation**, No. 274 F.R.D. 649 (S.D. Iowa 2011) (denying defendants' motion to dismiss)
- **In re AIG ERISA Litigation II**, No. 08 Civ. 5722(LTS), 2011 U.S. Dist. LEXIS 35717 (S.D.N.Y. May 31, 2011) (denying in substantial part defendants' motions to dismiss), renewed motion to dismiss denied, slip op. (S.D.N.Y. June 26, 2014)
- **In re Mutual Funds Investment Litigation**, No. 384 F. Supp. 2d 845 (D. Md. 2005) (denying in substantial part defendants' motions to dismiss), *In re Alger, Columbia, Janus, MFS, One Group, Putnam, Allianz Dresdner*, MDL No. 15863-JFM - Allianz Dresdner subtrack (D. Md. Nov. 3, 2005) (denying in substantial part defendants' motions to dismiss), and *In re Alliance, Franklin/Templeton, Bank of America/Nations Funds and Pilgrim Baxter*, MDL No. 15862-AMD – Franklin/Templeton subtrack (D. Md. June 27, 2008) (same)
- **In re AIG ERISA Litigation**, No. 04 Civ. 9387 (JES) (S.D.N.Y. Dec. 12, 2006) (denying defendants' motions to dismiss in their entirety)
- **Dusek v. Mattel, Inc.**, et al., No. CV99-10864 MRP (C.D. Cal. Dec. 17, 2001) (denying defendants' motions to dismiss Section 14(a) complaint in their entirety)
- **In re Micro Focus Sec. Litig.**, Case No. C-00-20055 SW (N.D. Cal. Dec. 20, 2000) (denying motion to dismiss Section 11 complaint);
- **Zuckerman v. FoxMeyer Health Corp.**, No. 4 F. Supp.2d 618 (N.D. Tex. 1998) (denying defendants' motion to dismiss in its entirety in one of the first cases decided in the Fifth Circuit under the Private Securities Litigation Reform Act of 1995)
- **In re U.S. Liquids Securities Litigation**, Master File No. H-99-2785 (S.D. Tex. Jan. 23, 2001) (denying motion to dismiss Section 11 claims)
- **Sands Point Partners, L.P., et al. v. Pediatrix Medical Group, Inc.**, et al., No. 99-6181-CIV-Zloch (S.D. Fla. June 6, 2000) (denying defendants' motion to dismiss in its entirety)
- **Berke v. Presstek, Inc.**, No. 96-347-M (MDL Docket No. 1140) (D.N.H. Mar. 30, 1999) (denying defendants' motion to dismiss)

ANDREW E. LENCYK

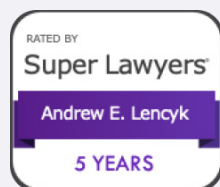
Counsel

- **Chalverus v. Pegasystems, Inc.**, No. 59 F. Supp. 2d 226 (D. Mass. 1999) (denying defendants' motion to dismiss);
- **Danis v. USN Communications, Inc.**, No. 73 F. Supp. 2d 923 (N.D. Ill. 1999) (denying defendants' motion to

EDUCATION

- Fordham University School of Law, J.D. (1992)
- Fordham College, B.A. magna cum laude, 1988)

AWARDS



ADMISSIONS

- Connecticut (1992)
- New York (1993)
- United States District Court for the Southern District of New York (2004)
- United States District Court for the Eastern District of New York (2004)
- United States Court of Appeals for the Second Circuit (2015)

BRIAN STEWART

Counsel



Brian Stewart is Counsel to the Firm practicing in the Washington, D.C. office. Prior to joining the firm, Mr. Stewart was an associate at a small litigation firm in Washington D.C. and a regulatory analyst at the Financial Industry Regulatory Authority (FINRA). During law school, he interned for the Enforcement Divisions of the SEC and CFPB.

EDUCATION

- American University Washington College of Law, J.D. (2012)
- University of Washington, B.S., Economics and Mathematics (2008)

ADMISSIONS

- Maryland (2012)
- District of Columbia (2014)
- United States District Court for the District of Maryland (2017)
- United States District Court for the District of Colorado (2017)



LEVI&KORSINSKY
Shareholder Advocates

Our Attorneys

Senior Associates

- **JORDAN A. CAFRITZ**
- **MORGAN EMBLETON**
- **DAVID C. JAYNES**
- **CORREY A. SUK**

JORDAN A. CAFRITZ

Senior Associate



Jordan Cafritz is a Senior Associate with the Firm's Washington, D.C. office. While attending law school at American University he was an active member of the American University Business Law Review and worked as a Rule 16 attorney in the Criminal Justice Defense Clinic. After graduating from law school, Mr. Cafritz clerked for the Honorable Paul W. Grimm in the U.S. District Court for the District of Maryland.

Notable cases Mr. Cafritz has litigated include:

In *Karsan Value Fund v. Kostecki Brokerage Pty, Ltd. et al.*, C.A. No. 2021-0899-LWW (Delaware Chancery), Mr. Cafritz played a lead role in securing a \$9.5 million common fund for the minority stockholders in connection with a controller buyout – a \$1.90 per share (75%) increase on top of the original merger consideration of \$2.55 per share.

In *Jacobs v. Meghji, et al.*, C.A. No. 2019-1022-MTZ (Delaware Chancery), Mr. Cafritz played a lead role in challenging a series of unfair equity transactions imposed on Infrastructure Energy Alternatives Inc. The resulting settlement led to the issuance of new preferred stock that fundamentally revised the capital structure of the company and paved the way for a \$1.1bn acquisition of the company.

EDUCATION

- American University Washington College of Law, J.D. (2014)
- University of Wisconsin-Madison, B.A., Economics & History (2010)

ADMISSIONS

- Maryland (2014)
- District of Columbia (2018)

MORGAN EMBLETON

Senior Associate



Morgan M. Embleton is a senior associate in the Firm's Connecticut office. Since 2018, Ms. Embleton has focused her practice on federal securities class actions and protecting the interests of shareholders of publicly traded companies.

Prior to that, Ms. Embleton litigated matters arising under the False Claims Act, Jones Act, Longshore Harbor Workers' Compensation Act, Louisiana Whistleblower Act, and Louisiana Environmental Whistleblower Act, as well as pharmaceutical mass torts and products liability claims. Ms. Embleton has extensive experience prosecuting securities fraud matters, complex class actions, and multidistrict litigations.

Ms. Embleton received her J.D. and Environmental Law Certificate from Tulane University Law School in 2014. During her time in law school, Ms. Embleton was a student attorney in the Tulane Environmental Law Clinic, a member of the Journal of Technology and Intellectual Property, and the Assistant Director of Research and Development for the Durationator.

EDUCATION

- Tulane University Law School, J.D. and Environmental Law Certificate (2014)
- University of Colorado at Boulder, B.A., cum laude, Sociology (2010)

ADMISSIONS

- Louisiana (2014)
- United States District Court for the Eastern District of Louisiana (2015)
- United States District Court for the Middle District of Louisiana (2016)
- United States District Court for the Western District of Louisiana (2016)
- United States Court of Federal Claims (2016)
- United States Court of Appeals for the Fifth Circuit (2016)
- United States Court of Appeals for the Ninth Circuit (2017)
- United States District Court for the Eastern District of Michigan (2020)

DAVID C. JAYNES

Senior Associate



David C. Jaynes focuses his practice on investor protection and securities fraud litigation. In addition to his law degree, Mr. Jaynes has graduate degrees in business administration and finance. Prior to joining the firm, David worked in the Enforcement Division of the U.S. Securities and Exchange Commission in the Salt Lake Regional Office as part of the Student Honors Program. Mr. Jaynes began his career as a prosecutor and has significant trial experience.

While at Levi & Korsinsky, Mr. Jaynes has actively represented plaintiffs in the following securities class actions:

- **In re U. S. Steel Consolidated Cases**, No. 17-579 (W.D. Pa.)
- **Stein v. U.S. Xpress Enterprises, Inc.**, et al., No. 1:19-cv-98-TRM-CHS (E.D. Tenn.)
- **John P. Norton, On Behalf Of The Norton Family Living Trust** UAD 11/15/2002 v. Nutanix, Inc. et al, No. 3:21-cv-04080 (N.D. Cal.)

Mr. Jaynes has also had a role in litigating the following securities actions:

- **Ferraro Family Foundation, Inc. v. Corcept Therapeutics Incorporated**, No.5:19-cv-1372-LHK (N.D. Cal.)
- **The Daniels Family 2001 Revocable Trust v. Las Vegas Sands Corp.**, et al., No. 1:20-cv-08062-JMF (D. Nev.)
- **Dan Kohl v. Loma Negra Compania Industrial Argentina Sociedad Anonima**, et al., Index No. 653114/2018 (Sup. Ct., County of New York)

EDUCATION

- University of Utah, M.S., Finance (2020)
- University of Utah, M.B.A (2020)
- The George Washington University Law School, J.D. (2015)
- Brigham Young University, B.A., Middle East Studies and Arabic (2009)

ADMISSIONS

- Maryland (2015)
- Utah (2016)
- United States District Court for the District of Utah (2016)
- California (2021)
- United States District Court for the Northern District of California (2022)
- United States District Court for the Central District of California (2023)
- District of Colorado (2023)
- United States Court of Appeals for the Ninth Circuit (2025)

CORREY A. SUK

Senior Associates



Correy A. Suk is an experienced litigator with a focus on shareholder derivative suits, class actions, and complex commercial litigation. Correy began her career with the Investor Protection Bureau of the Office of the New York State Attorney General and spent four years prosecuting shareholder derivative actions and securities fraud litigation at one of the oldest firms in the country. Prior to joining Levi & Korsinsky, Correy represented both individuals and corporations in complex business disputes at a New York litigation boutique. Correy's unflappable disposition and composure reflect a pragmatic approach to both litigation and negotiation. She thrives under pressure and serves as an aggressive advocate for her clients in the most high-stakes situations. Correy has been recognized as a Super Lawyers Rising Star every year since 2017.

PUBLICATIONS

- "Unsafe Sexting: The Dangerous New Trend and the Need for Comprehensive Legal Reform," 9 Ohio St. J. Crim. L. 405 (2011)

EDUCATION

- The Ohio State University Moritz College of Law, J.D. (2011)
- Georgetown University, B.S.B.A. (2008)

AWARDS



ADMISSIONS

- New Jersey (2011)
- New York (2012)
- United States District Court for the Southern District of New York (2015)
- United States District Court for the Eastern District of New York (2015)
- United States District Court for the District of New Jersey (2016)



LEVI&KORSINSKY
Shareholder Advocates

Our Attorneys

Associates

- COLIN BROWN
- AMANDA FOLEY
- NOAH GEMMA
- DEVYN R. GLASS
- GARY ISHIMOTO
- TRAVIS JOHNSON
- SIDHARTH KAKKAR
- ALEXANDER KROT
- MELISSA MEYER
- CINAR ONEY
- AARON PARNAS
- MICHAEL POLLACK
- P. COLE VON RICHTHOFEN
- ALYSSA TOLENTINO
- MAX WEISS

COLIN BROWN

Associate



Colin Brown is an Associate working remotely for Levi and Korsinsky's Consumer Litigation and Mass Arbitration Team. During law school, Colin was a member of the North Dakota Law Review, and worked as a law clerk for the Judges in the NE Central Judicial District in Grand Forks, North Dakota. Following law school, Colin worked as an Associate attorney in Fargo, ND at the Nilles Law Firm in the areas of commercial and personal injury litigation for which he conducted research, drafted briefs and pleadings, and worked on discovery.

EDUCATION

- University of North Dakota School of Law, J.D. (2018), Law Review Member
- University of North Dakota, B.A. (2015)

ADMISSIONS

- Minnesota (2018)
- North Dakota (2019)

AMANDA FOLEY

Associate



Amanda Foley is an Associate in Levi & Korsinsky's Stamford office where she focuses her practice on federal securities litigation. Prior to joining Levi & Korsinsky, Amanda gained substantial experience at a boutique Boston firm where she was trained in securities and business litigation.

Amanda received her Juris Doctorate degree from Suffolk University Law School with an International Law concentration with Distinction and was selected to join the International Legal Honor Society of Phi Delta Phi. While in law school, Amanda focused her legal education on securities law & regulation, international investment law & arbitration, and business law.

EDUCATION

- Suffolk University Law School, J.D. (2021)
- Colorado State University, B.S. (2011)

ADMISSIONS

- Massachusetts (2021)
- United States District Court for the District of Massachusetts (2022)

NOAH GEMMA

Associate



Noah Gemma worked previously as a summer associate at a boutique commercial litigation firm. There, Mr. Gemma drafted briefs and other legal memoranda on behalf of national and closely held corporations in complex federal and state court litigation. In particular, Mr. Gemma helped the firm: (i) win multiple motions to dismiss on behalf of a national bank and a national bonding company in federal court cases involving alleged fraud and other alleged improprieties; (ii) settle an avoidable preference action on behalf of a national hauling company in a federal bankruptcy proceeding for a small fraction of the alleged damages; (iii) settle a negligence action on behalf of a court appointed fiduciary against officers of a defunct company and its insurance carrier on advantageous terms; and (iv) secure a favorable decision on behalf of a national bonding company before the state supreme court.

Mr. Gemma also served as a judicial intern for the Honorable Judge Bruce M. Selya in the United States Court of Appeals for the First Circuit and for the Honorable Judge Virginia M. Hernandez Covington in the United States District

Court for the Middle District of Florida. Using his experience representing the interests of national and closely held corporations to analyze and assess potential cases of corporate impropriety, Mr. Gemma currently prosecutes corporate and director malfeasance through the preparation and filing of shareholder mergers and acquisitions actions and corporate governance litigation.

EDUCATION

- Georgetown University Law Center, J.D., Editor for The Georgetown Law Journal (2021)
- Providence College, B.A. (2018)

ADMISSIONS

- Rhode Island (2021)
- District of Columbia (2022)

DEVYN R. GLASS

Associate



Devyn R. Glass currently focuses her practice on representing investors in federal securities fraud litigation.

Prior to joining the firm, Ms. Glass gained substantial experience at a national boutique firm specializing in complex litigation across a variety of practice areas representing both plaintiffs and defendants. Since 2017, Ms. Glass has focused her practice on consumer and shareholder protection, litigating numerous class action lawsuits across the country that involved data privacy and data breach, deceptive and unfair trade practices, and securities fraud.

At her prior firms, Ms. Glass played a pivotal role in obtaining monetary recoveries and/or injunctive relief on behalf of shareholders and consumers. Notable cases include: *Lowry v. RTI Surgical Holdings, Inc. et al.*, (D. Ill.) (obtaining \$10.5 million on behalf of a shareholder class alleging violations of the federal securities laws); *In re Google Plus Profile Litigation*, (N.D. Cal.) (obtaining \$7.5 million on behalf of a consumer class exposed to a years-long data breach); and *Barrett v. Pioneer*

Natural Resources USA, Inc., (D. Colo.) (obtaining \$500,000 on behalf of more than 8,000 current and former 401(k) plan participants alleging violations of the Employee Retirement Income Security Act).

EDUCATION

- Loyola University College of Law, New Orleans, J.D., cum laude (2016), where she received a Certificate of Concentration in Law, Technology and Entrepreneurship, served as a member of the Loyola Journal of Public Interest Law, and interned for the Louisiana Second Circuit Court of Appeals
- Louisiana Tech University, B.A., cum laude (2013), Political Science, minor in English

ADMISSIONS

- New York (2017)
- District of Columbia (2017)
- United States District Court District of Columbia (2018)
- United States District Court District of Colorado (2018)
- United States Court of Appeals for the Ninth Circuit (2022)

GARY ISHIMOTO

Associate



Gary Ishimoto is an Associate working remotely with Levi and Korsinsky's Consumer Litigation Team. During law school, he worked at the Small Business Law Clinic helping to draft incorporation papers, non-compete clauses, IP assignments, board consent, and stock purchase agreements for start-up businesses. He also interned for the Rossi Law Group.

EDUCATION

- Pepperdine School of Law, J.D. (2020)
- California State University, Northridge, B.S. (2013)

ADMISSIONS

- Massachusetts (2021)

TRAVIS JOHNSON

Associate



Travis Johnson is an Associate in the firm's Washington D.C. office. Prior to joining Levi & Korsinsky, Travis worked at a small firm specializing in bad-faith insurance litigation. Travis served as a law clerk for the Honorable Milton C. Lee, Jr. in District of Columbia Superior Court. While in law school, Travis was a student attorney in the Barton Child Law and Policy Center where he worked on research-backed policy proposals submitted to the Georgia Legislature to protect the legal rights and interests of children involved with the justice system. Travis also competed and coached in the Kaufman Memorial Securities Law Moot Court Competition.

EDUCATION

- Emory University Law School (2022)
- Utah State University, B.A., Political Science and Constitutional Studies, with Honors (2015)

ADMISSIONS

- Georgia (2022)
- District of Columbia (pending)*

*Pending admission to the D.C. bar, practicing under the supervision of a D.C. licensed attorney

SIDHARTH KAKKAR

Associate



Mr. Kakkar is an Associate with a focus on shareholder derivative suits, class actions, and complex commercial litigation.

EDUCATION

- New York Law School, J.D. (2022), member of the Center for Business & Financial Law
- Swarthmore College, B.A. (2017)

ADMISSIONS

- New York (2024)
- New Jersey (2024)
- United States District Court for the Southern District of New York (2024)
- United States District Court for the Eastern District of New York (2024)

ALEXANDER KROT

Associate



EDUCATION

- American University, Kogod School of Business, M.B.A. (2012)
- Georgetown University Law Center, LL.M., Securities and Financial Regulation, With Distinction (2011)
- American University Washington College of Law, J.D. (2010)
- The George Washington University, B.B.A., concentrations in Finance and International Business (2003)

ADMISSIONS

- Maryland (2011)
- District of Columbia (2014)
- United States District Court for the District of Colorado (2015)
- United States Court of Appeals for the Tenth Circuit (2016)
- United States District Court for the Eastern District of Wisconsin (2017)
- United States Court of Appeals for the Third Circuit (2018)
- United States Court of Appeals for the Ninth Circuit (2020)

MELISSA MEYER

Associate



Melissa Meyer is an Associate with the Firm's New York Office focusing on federal securities litigation. Ms. Meyer previously worked as a paralegal for the New York office while attending law school.

EDUCATION

- New York Law School, J.D., Dean's Scholar Award, member of the Dean's Leadership Council (2018)
- John Jay College of Criminal Justice, B.A. (2013), magna cum laude

ADMISSIONS

- New York (2019)
- United States District Court for the Southern District of New York (2020)

CINAR ONEY

Associate



Cinar Oney is an Associate in Levi & Korsinsky's New York office. His practice focuses on investigation and analysis of various forms of corporate misconduct, including excessive compensation, insider trading, unfair self-dealing, and corporate waste. He develops litigation strategies through which shareholders can pursue recoveries.

Prior to joining Levi & Korsinsky, Mr. Oney practiced with top firms in Turkey, where he represented shareholders, corporations, and governmental entities in commercial disputes and transactional matters.

PUBLICATIONS

- *FinTech Industrial Banks and Beyond: How Banking Innovations Affect the Federal Safety Net*, 23 FORDHAM J. CORP. & FIN. L. 541 (2018)

EDUCATION

- Fordham University School of Law, J.D. (2019)
- International University College of Turin, LL.M. (2014)
- Istanbul University Faculty of Law, Undergraduate Degree in Law (2011)

ADMISSIONS

- New York (2020)

AARON PARNAS

Associate



Aaron Parnas is an Associate in the firm's Washington, D.C. office. Prior to joining Levi & Korsinsky, Aaron served as a law clerk for the Honorable Sheri Polster Chappell in the United States District Court for the Middle District of Florida. While in law school, Aaron was a student attorney for the Criminal Appeals and Post-Conviction Series Clinic along with the Vaccine Injury Litigation Clinic, where he litigated matters in front of the Maryland Court of Special Appeals and the Court of Federal Claims, respectively. As a result of his successes, Aaron was named the top advocate in his graduating class and received the Graduation Award for Excellence in Pre-Trial and Trial Advocacy.

EDUCATION

- The George Washington University Law School, with Honors (2020), where he served as the Managing Editor, Vol. 52 of The George Washington International Law Review
- Florida Atlantic University, BA, Political Science and Criminal Justice, with Honors (2017)

ADMISSIONS

- Florida (2020)
- United States District Court for the Southern District of Florida (2021)
- District of Columbia (pending)*

*Pending admission to the D.C. bar, practicing under the supervision of a D.C. licensed attorney

MICHAEL POLLACK

Associate



Michael Neal Pollack is an Associate in Levi & Korsinsky's New York Office in the Consumer Litigation and Mass Arbitration Practice Group. His practice focuses on protecting consumer privacy rights as well as prosecuting false advertising claims.

Michael served as a judicial extern in the Chambers of the Honorable Gerald Lebovits of the Supreme Court of the State of New York. Michael has experience in plaintiff side Employment litigation and in Trust and Estates litigation. He also worked to protect tenants facing evictions and in the New Jersey Attorney General's office doing appellate work in family law.

EDUCATION

- Fordham University School of Law, J.D. (2024), Online Editor of *Fordham Environmental Law Review*, Archibald R. Murray Public Service Award (*magna cum laude*), Francis J. Mulderig Award
- University of Maryland, College Park, B.A., (2020) Honors in Philosophy

ADMISSIONS

- New York (2025)

P. COLE VON RICHTHOFEN

Associate



P. Cole von Richthofen is an Associate in Levi & Korsinsky's Connecticut office. As a law student, he interned with the honorable Judge Thomas Farrish in the District of Connecticut's Hartford courthouse with an emphasis on settlements. He has also interned with the Office of the Attorney General for the State of Connecticut in the Employment Rights Division. While attending law school, Cole served as an Executive Editor of the Connecticut Public Interest Law Journal and as a member of the Connecticut Moot Court Board.

EDUCATION

- University of Connecticut School of Law, J.D. (2022)
- University of Connecticut, B.S., Business & Marketing (2015)

ADMISSIONS

- Connecticut (2022)
- United States District Court for the District of Connecticut (2024)

ALYSSA TOLENTINO

Associate



Alyssa Tolentino is an Associate in Levi & Korsinsky's New York office where she works with the Consumer Litigation and Mass Arbitration Team. Alyssa received her Juris Doctorate degree from St. John's University School of Law, where she worked in the Economic Justice Clinic and served as Editor-in-Chief of the New York International Law Review.

EDUCATION

- St. John's University School of Law, J.D. (2024), Editor-in-Chief of New York International Law Review
- Seton Hall University, B.S., magna cum laude (2021)

ADMISSIONS

- New York (2024)

MAX WEISS

Associate



Max Weiss focuses his practice on investor protection and securities fraud litigation. He is proficient in litigation, legal research, motion practice, case evaluation and settlement negotiation. Prior to joining the firm, Max practiced in the general liability area and has extensive experience litigating high-exposure personal injury claims in New York State and federal trial and appellate courts. While in law school, Max gained experience helping pro se debtors prepare and file Chapter 7 and Chapter 13 petitions with the New York Legal Assistance Group (**NYLAG**) Bankruptcy Project and served as an intern to the Honorable Sean Lane of the Southern District of New York Bankruptcy Court. Max currently serves on the Securities Litigation Committee for the New York City Bar Association as an affiliate member helping shape law and public policy.

EDUCATION

- St. John's School of Law, J.D. (2018), where he served as the Senior Executive Editor of the Journal of Civil Rights & Economic Development
- Colgate University, B.A., Political Science (2011)

ADMISSIONS

- New York (2019)
- United States District Court for the Southern District of New York (2019)
- United States District Court for the Eastern District of New York (2019)

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION**

BRITTNEY STOUDEMIRE, AMANDA
VOSE, LUCINDA JACKSON, DANA
FOLEY, and BARBARA GRAZIOLI on
Behalf of Themselves and All Others
Similarly Situated,

Plaintiffs,

v.

LEE ENTERPRISES, INC.

Defendant.

Civil Action No. 3:22-cv-00086-SHL-SBJ

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF RULE
23 CLASS ACTION SETTLEMENT**

AND NOW, this _____ of _____, 2025, upon review of
Plaintiffs' Motion for Preliminary Approval, and any response thereto, it is hereby ORDERED,
that Plaintiffs' Motion is GRANTED. Accordingly:

- (1) preliminarily approve the proposed settlement,
- (2) preliminarily certify the settlement class for settlement purposes only,
- (3) approve and authorize the distribution of the proposed notice to class members,
- (4) name RG/2 Claims Administration LLC as the Class Administrator, and

(5) schedule a date and time for the Final Approval Hearing to consider approval of the settlement and request for specific class service awards and motion for approval of Plaintiffs' counsel's attorneys' fees and costs.

IT IS SO ORDERED.

Dated: _____

Honorable Stephen H. Locher
United States District Court Judge