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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

D.D., individually and on behalf of all others  
similarly situated,

Plaintiff,

v.

NIANTIC, INC.,

Defendant.

Case No. 23STCV03241

ASSIGNED FOR ALL PURPOSES TO  
JUDGE STUART M. RICE, DEPT. 001

**DECLARATION OF PHILIP L.  
FRAIETTA IN SUPPORT OF  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Action Filed: February 14, 2023  
Trial Date: None assigned

Date: August 26, 2024  
Time: 10:30 a.m.

I, Philip L. Fraietta, declare as follows:

2. Pursuant to the terms of the Settlement, Niantic, Inc. (“Niantic” or “Defendant”) has agreed to substantial changes that achieve the precise relief Plaintiff sought to accomplish with this litigation: the ability to seek a refund for purchases made as a minor pursuant to Cal. Fam. Code § 6701 and § 6710 and to make this ability reasonably apparent to the minors who made and continue to make these purchases. Pursuant to the Settlement, absent Settlement Class Members would release claims for declaratory, injunctive, and non-monetary equitable relief only—claims for monetary damages are specifically excluded from the proposed Settlement Class Members’ Released Claims. Service awards and attorneys’ fees and costs that may be awarded will be paid by Niantic.

4. Thus, the Settlement was reached after said informed, extensive arm's-length

1 negotiations. First, the Settlement was reached after a thorough investigation into and discovery of  
2 the legal and factual issues in the Action. In particular, my firm conducted an extensive pre-suit  
3 investigation into the factual underpinnings of the practices challenged in the Action, as well as the  
4 applicable law. My firm reviewed Defendant's terms of service, Plaintiff's purchase history  
5 documents, and the refund policies of the platforms where Plaintiff made his purchases of in-game  
6 currency and virtual items. In addition to these pre-filing efforts, my firm engaged in the exchange  
7 of written discovery requests and, in connection with the Parties' confidential mediation, received  
8 information from Defendant.

9         5. Prior to initiating this suit, my firm thoroughly investigated Defendant's publicly  
10 available financial information and player demographics. We estimate that the value of the  
11 injunctive relief provided for under the Settlement is up to tens of millions of dollars based upon  
12 the money spent by minors in the United States during the class period. The estimate for the  
13 number of class members has not changed from the date of preliminary approval.

14         6. Although the September 8, 2022 mediation was not successful, it was held only  
15 after the exchange of confidential mediation statements, which discussed the strengths and  
16 weaknesses of both Plaintiff's allegations and Defendant's potential defenses and relevant  
17 documents related thereto. Throughout the mediation session, counsel vigorously advocated for  
18 their respective clients' positions. Only after months of subsequent negotiations—with the  
19 continued assistance of Mr. Lindstrom—including numerous phone calls and email exchanges,  
20 were counsel able to reach an agreement.

21         7. In sum, the Settlement was reached only after my firm conducted an extensive  
22 factual investigation into the Defendant's alleged misconduct, and thoroughly researched the law  
23 pertinent to Plaintiff's and Class Members' claims and Defendant's defenses thereto.  
24 Consequently, my firm had a wealth of information at its disposal before entering into settlement  
25 negotiations, which allowed my firm to adequately assess the strengths and weaknesses of the case  
26 and to balance the benefits of settlement against the risks of further litigation.

1           8.       The maximum recovery that each class member could receive as part of the  
2 Settlement for the claims in the operative complaint would depend on the amount that he or she  
3 spent on in-game currency and virtual items. Under the terms of the settlement, any class member  
4 may seek disaffirmance of their purchases made prior to turning 18 and receive a full refund, where  
5 they are so entitled under Niantic's revised terms and practices.

6           9.       Nothing in the course of the negotiations or in the substance of the proposed  
7 Settlement presents any reason to doubt the Settlement's fairness. Thus, in my professional  
8 opinion, this Settlement is fair, reasonable, and adequate.

9           10.      All terms regarding fees and costs were negotiated and agreed to by the parties only  
10 after full agreement was reached as to all other material terms.

11          11.      My firm has vigorously and competently pursued the Class Members' claims. The  
12 arm's-length settlement negotiations that took place with the assistance of a certified mediator and  
13 the investigation they undertook demonstrate that my firm adequately represent the Class.  
14 Moreover, the named Plaintiff and my firm have no conflicts of interests with the Class. Rather,  
15 the named Plaintiff, like each absent Class Member, has a strong interest in proving Defendant's  
16 common course of conduct, and obtaining redress. In pursuing this litigation, my firm, as well as  
17 the named Plaintiff, has advanced and will continue to advance and fully protect the common  
18 interests of all members of the Class. My firm has extensive experience and expertise in  
19 prosecuting complex class actions. My firm is comprised of active practitioners who are highly  
20 experienced in consumer class action litigation.

21          12.      Defense Counsel represented to my firm that Defendant e-mailed the agreed upon  
22 notice to all Class Members over a three-day period from May 13, 2024 to May 15, 2024.

23          13.      As of July 8, 2024, my firm has responded to approximately 210 inquiries from  
24 class members in response to the e-mail notice.

25          14.      In accordance with the Court's March 8, 2024 Amended Order Granting  
26 Preliminary Approval of Class Settlement Agreement, my law firm uploaded all relevant case  
27 documents to our firm's website, [www.bursor.com](http://www.bursor.com). The documents related to the operative  
28



1 Preliminary Approval of the Settlement were posted to bursor.com on March 12, 2024. The  
2 documents related the Motion for Attorneys' Fees, Costs and Service Award were posted to  
3 bursor.com on June 7, 2024.

4 15. As of July 8, 2024, there have been no objections or requests for exclusion from the  
5 Settlement.

6 16. There is no fee splitting arrangement that is implicated in this case.

7 17. Through July 8, 2024, my firm has expended \$28,358.54 in out-of-pocket costs and  
8 expenses in connection with the prosecution of this case. These costs and expenses are reflected in  
9 the records of my firm and were necessary to prosecute this litigation. The \$875,000 fee requested  
10 by Class Counsel is inclusive of these expenses. These expenses were not higher than previously  
11 estimated.

12 18. Attached hereto as **Exhibit 1** is a true and correct copy of the Stipulation of Class  
13 Action Settlement and exhibits thereto.

14 19. Attached hereto as **Exhibit 2** is a true and correct copy of the firm resume of Bursor  
15 & Fisher, P.A.

16 I declare under penalty of perjury under the laws of the United States and the States of  
17 California that the foregoing is true and correct. Executed on July 8, 2024 in New York, New  
18 York.

19 

20 Philip L. Fraietta



1                                    **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

2                    This Class Action Settlement Agreement and Release, including Exhibits A-C hereto  
3 (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among  
4 Plaintiff D.D., a minor, through Dominique Davis, his mother and legal guardian (“Settlement  
5 Class Representative”), on behalf of himself and the Settlement Class as defined below, and  
6 Defendant Niantic, Inc. (“Defendant” or “Niantic”). Settlement Class Representative, the  
7 Settlement Class, and Niantic (collectively, the “Parties”) enter into this Agreement to effectuate  
8 a full and final settlement and dismissal of *D.D. v. Niantic, Inc.*, pending in the Superior Court of  
9 California, County of Los Angeles (the “Action”).

10 **I.        RECITALS**

11                    1.        WHEREAS, on August 18, 2022, Plaintiff’s counsel informed Niantic of  
12 Settlement Class Representative’s potential claims against Niantic, on behalf of himself and a class  
13 of similarly situated minors, including for declaratory, equitable and monetary relief under the  
14 Declaratory Judgment Act, California’s contract laws, Consumers Legal Remedies Act Cal. Civ.  
15 Code § 1750, et seq., Breach of Good Faith and Fair Dealing, Negligent Misrepresentation,  
16 Business and Professions Code Sections 17200 et seq., and for Unjust Enrichment.

17                    2.        WHEREAS, the Parties agreed to mediate, prior to Settlement Class Representative  
18 filing his claims against Niantic.

19                    3.        WHEREAS, the Parties mediated their dispute with Gregory Lindstrom of Phillips  
20 ADR on September 8, 2022, which was unsuccessful, and thereafter engaged in continued arm’s  
21 length negotiations through Mr. Lindstrom, culminating in a term sheet executed by the Parties on  
22 November 9, 2022;

23                    4.        WHEREAS, Settlement Class Representative believes that his claims are  
24 meritorious and that he would be successful at trial, but nevertheless agreed to resolve the Action  
25 on the terms set forth in this Settlement Agreement solely to eliminate the uncertainties and delay  
26 of further protracted litigation;

27                    5.        WHEREAS, Niantic, while continuing to deny all allegations of wrongdoing and  
28 disclaiming all liability with respect to all claims in the Action, considers it desirable to resolve

1 the Action on the terms stated herein solely to avoid further expense, inconvenience, and burden,  
2 and therefore has determined that this settlement on the terms set forth herein is in Defendant's  
3 best interests. Neither the Settlement Agreement nor any actions taken to carry out the settlement  
4 are intended to be, nor may they be deemed or construed to be, an admission or concession of  
5 liability, or of the validity of any claim, defense, or of any point of fact or law on the part of any  
6 party. Defendant denies all allegations of the complaint in the Action. Neither the Settlement  
7 Agreement, nor the fact of settlement, nor settlement proceedings, nor the settlement negotiations,  
8 nor any related document, shall be used as an admission of any fault or omission by Defendant, or  
9 be offered or received in evidence as an admission, concession, presumption, or inference of any  
10 wrongdoing by Defendant in any proceeding;

11 6. WHEREAS, Settlement Class Representative, Niantic, and the Settlement Class  
12 intend for this Settlement Agreement fully and finally to compromise, resolve, discharge, and settle  
13 the Released Claims, as defined and on the terms set forth below, and to the full extent reflected  
14 herein, subject to the approval of the Court; and

15 7. NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND  
16 AGREED, by the Settlement Class Representative, for himself and on behalf of the Settlement  
17 Class, and by Niantic that, subject to the approval of the Court, the Action shall be settled,  
18 compromised, and adjudged, on the merits, and the Released Claims shall be finally and fully  
19 compromised, settled, and adjudged as to the Released Parties, in the manner and upon the terms  
20 and conditions hereafter set forth in this Agreement.

## 21 **II. DEFINITIONS**

22 8. In addition to the terms defined elsewhere in this Agreement, the following terms,  
23 used in this Settlement Agreement, shall have the meanings specified below:

24 9. "Attorneys' Fees and Costs Award" means such funds as may be awarded by the  
25 Court to Class Counsel to compensate Class Counsel for its fees, costs, and expenses in connection  
26 with the Action and the Settlement, as described in Paragraphs VII.48-VII.49.

27 10. "Business Days" means Monday, Tuesday, Wednesday, Thursday, and Friday,  
28 excluding holidays observed by the federal government.

1           11.     “Class Counsel” means L. Timothy Fisher, Philip L. Fraietta, and Alec M. Leslie  
2 of Bursor & Fisher, P.A..

3           12.     “Court” means the Superior Court of California, County of Los Angeles.

4           13.     “Defense Counsel” means the law firm of Cooley LLP and all of Niantic’s  
5 attorneys of record in the Action.

6           14.     “Effective Date” means seven (7) days after which both of the following events  
7 have occurred: (i) the Final Approval Order and Final Judgment have been entered and (ii) the  
8 Final Approval Order and Final Judgment have become Final.

9           15.     “Niantic” means (i) Niantic, Inc. and its past, present, and future parents,  
10 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities,  
11 whether foreign or domestic, that are owned or controlled by Niantic, and (ii) the past, present,  
12 and future shareholders, officers, directors, members, agents, employees, independent contractors,  
13 consultants, representative, fiduciaries, insurers, attorneys, legal representative, predecessors,  
14 successors, and assigns of the entities in Part (i) of this definition.

15           16.     “Fairness Hearing” means the hearing that is to take place after the entry of the  
16 Preliminary Approval Order for purposes of: (i) entering the Final Approval Order and Final  
17 Judgment and adjudicating the Action; (ii) determining whether the Settlement should be approved  
18 as fair, reasonable, and adequate pursuant to applicable California Code of Civil Procedure; (iii)  
19 ruling upon an application for Service Awards by the Settlement Class Representative; (iv) ruling  
20 upon an application by Class Counsel for an Attorneys’ Fees and Costs Award; and (v) entering  
21 any final order awarding Attorneys’ Fees and Costs and Service Awards.

22           17.     “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal,  
23 motion for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been  
24 filed, the time has expired to file such an appeal, motion, and/or petition; or (2) if an appeal, motion  
25 for reconsideration, reargument and/or rehearing, or petition for a writ of certiorari has been filed,  
26 the judicial ruling or order has been affirmed with no further right of review, or such appeal,  
27 motion, and/or petition has been denied or dismissed with no further right of review. Any  
28 proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any

1 application for attorneys' fees or expenses will not in any way delay or preclude the Judgment  
2 from becoming Final.

3 18. "Final Approval Order and Final Judgment" means the order finally approving the  
4 terms of this Settlement Agreement and a separate judgment to be entered by the Court after the  
5 Fairness Hearing, adjudicating the Action, without material variation from the Parties' agreed-  
6 upon final approval order and judgment attached hereto as Exhibit A.

7 19. "Legally Authorized Representative" means an administrator/administratrix,  
8 personal representative, or executor/executrix of a deceased Settlement Class Member's estate;  
9 guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other  
10 legally appointed Person responsible for handling the business affairs of a Settlement Class  
11 Member.

12 20. "Person" means any individual, corporation, partnership, association, affiliate, joint  
13 stock company, estate, trust, unincorporated association, entity, government and any political  
14 subdivision thereof, or any other type of business or legal entity.

15 21. "Preliminary Approval Order" means the order that preliminarily approves the  
16 Settlement and sets a date for the Final Approval Hearing, without material variation from the  
17 Parties' agreed-upon proposed preliminary approval order attached hereto as Exhibit B. Entry of  
18 the Preliminary Approval Order shall constitute preliminary approval of the Settlement  
19 Agreement.

20 22. "Releases" mean the releases and waivers set forth in this Settlement Agreement  
21 and in the Final Approval Order and Final Judgment. The Releases are a material part of the  
22 Settlement for Niantic. The Releases shall be construed as broadly as possible to effect complete  
23 finality over this Action, including claims that were or could have been alleged resulting from,  
24 arising out of, or based on the facts and practices alleged in the Action.

25 23. "Released Claims" include Settlement Class Representative' Released Claims and  
26 Settlement Class Members' Released Claims.

27 24. "Released Parties" means (i) Niantic and its past, present, and future parents,  
28 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities,

whether foreign or domestic, that are owned or controlled by Niantic; and (ii) the past, present, and future shareholders, officers, directors, members, agents, employees, independent contractors, consultants, administrators, representative, fiduciaries, insurers, attorneys, legal representative, advisors, creditors, predecessors, successors, and assigns of the entities in Part (i) of this Paragraph.

25. “Releasing Parties” means Settlement Class Members, and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representative, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

26. “Service Award” means the amount approved by the Court to be paid to the Settlement Class Representative as described further in Paragraph VII.50.

27. “Settlement” means the settlement of the Action between and among the Settlement Class Representative, the Settlement Class Members, and Niantic, as set forth in this Settlement Agreement, including all attached Exhibits (which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference).

28. “Settlement Class” has the meaning set forth in Paragraph III.34.

29. “Settlement Class Member(s)” means any and all persons who fall within the definition of the Settlement Class.

30. “Settlement Class Representative” means D.D., through his mother and legal guardian, Dominique Davis.

31. “Releasing Settlement Class Representatives ” means each Settlement Class Representative, and each of his heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, Representative, agents, attorneys, insurers, subrogees, partners, successors, predecessors-in-interest, and assigns and/or anyone other than Class Members claiming through them or acting or purporting to act for them or on their behalf.

### **III. SETTLEMENT CLASS CERTIFICATION**

32. For purposes of settlement only, the Parties agree to seek provisional certification of the Settlement Class, pursuant to Code of Civil Procedure § 382 and Civil Code § 1781.

1           33.     The Parties further agree that the Court should make preliminary findings and enter  
2 the Preliminary Approval Order granting provisional certification of the Settlement Class subject  
3 to the final findings and approval in the Final Approval Order and Final Judgment, and appointing  
4 Settlement Class Representative as the Representative of the Settlement Class and Class Counsel  
5 as counsel for the Settlement Class.

6           34.     For purposes of the provisional certification, the Settlement Class shall be defined  
7 as follows:

8                   All persons in the United States who made a purchase in Pokémon GO while under  
9 the age of 18 from July, 1 2016 to and through the date of preliminary approval.

10          35.     Excluded from the Settlement Class are (i) all Persons who are directors, officers,  
11 and agents of Niantic or its subsidiaries and affiliated companies or are designated by Niantic as  
12 employees of Niantic or its subsidiaries and affiliated companies; and (ii) the Court, the Court's  
13 immediate family, and Court staff, as well as any appellate court to which this matter is ever  
14 assigned, and its immediate family and staff.

15          36.     Niantic does not consent to certification of the Settlement Class (or to the propriety  
16 of class treatment) for any purpose other than to effectuate the settlement of this Action. Niantic's  
17 agreement to provisional certification does not constitute an admission of wrongdoing, fault,  
18 liability, or damage of any kind to Settlement Class Representative or any of the provisional  
19 Settlement Class Members.

20          37.     To provide notice of the Settlement Agreement to Settlement Class Members  
21 ("Class Notice"), within 75 days of the order granting preliminary approval, using records kept in  
22 the ordinary course of business, Niantic agrees to send an email substantially in form of Exhibit C  
23 to the email addresses of the users' accounts that Niantic has identified through reasonable best  
24 efforts may have made a purchase in Pokémon GO while they were under 18 years of age from  
25 July, 1 2016 to and through the date of preliminary approval. Niantic will send these emails to the  
26 extent that it has an email address associated with the users' accounts, which may be the email  
27 address of the user's parent or guardian in some cases. Niantic currently estimates that it has email  
28 addresses associated with at least 95% of user accounts. Additionally, Class Notice will be



provided via the following information posted on Class Counsel’s website, to which Exhibit C will refer: the Settlement Agreement, Plaintiff’s motion for preliminary approval, the order granting preliminary approval, and Plaintiff’s motion for attorneys’ fees and incentive awards (including any opposition and reply papers). Additionally, after making the revisions referenced in ¶ 40(a), Niantic will give Pokémon GO users notice that it has revised its Terms of Service through its standard processes for updating its Terms in the ordinary course of its business (i.e., via an in-app notification).

38. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture as it existed on November 10, 2022, in accordance with this Paragraph. No Party nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement if this Settlement Agreement is not consummated and the Action is later litigated and contested by Niantic.

#### **IV. SETTLEMENT CONSIDERATION AND INJUNCTIVE RELIEF**

39. In consideration for the releases provided in this Settlement Agreement, and as a result of the Action and Settlement, Niantic agrees that within 60 days of the Effective Date, it shall implement the following:

a) So long as Niantic’s current refund policy remains in place, Niantic will agree to include language in substantially the following form in its terms of service applicable to U.S. players (“Terms of Service” currently available at <https://nianticlabs.com/terms/>): “You agree that all sales by us to you of Virtual Money and Virtual Goods are final and that we will not permit exchanges or refunds for any unused Virtual Money or Virtual Goods once the transaction has been made, unless otherwise required by law.” In the event that Niantic substantively modifies its

1 refund policy applicable to U.S. players in the future, its Terms of Service discussing that policy  
2 shall incorporate similar language acknowledging that such new policy applies unless otherwise  
3 required by law.

4           b)     So long as Niantic continues to charge users money for PokéCoins or  
5 another equivalent in-game currency for Pokémon GO, in processing any direct requests for  
6 refunds, Niantic will:

7                   i)     For Apple and Samsung purchases, for which Niantic is not  
8 permitted to and does not process direct refunds, in its standard response  
9 redirecting users to Apple or Samsung, add language in substantially the  
10 following form: “Please note that app store refund policies may vary based  
11 on the location of user and the age of user, including legal minority, at the  
12 time of purchase, as may be required by applicable law.” Niantic shall not  
13 be required to continue to implement this relief in the future if, in  
14 Niantic’s reasonable discretion, this language is no longer applicable to  
15 the manner in which Apple or Samsung refund requests are handled.

16                  ii)     For Google Play Store purchases, for which Niantic is permitted to  
17 and does process limited numbers of direct refunds, in its standard  
18 response for U.S. users seeking additional information about the purchase,  
19 add language to prompt users to indicate whether the purchase of  
20 PokéCoins or another equivalent in-game currency for Pokémon GO was  
21 made when the user was a minor without parental consent, except as  
22 prohibited by local law. Niantic shall not be required to continue to  
23 implement this relief in the future if, in Niantic’s reasonable discretion,  
24 this provision is no longer applicable to the manner in which Google Play  
25 Store refund requests are handled.

26           c)     So long as Niantic continues to charge users money for PokéCoins or  
27 another equivalent in-game currency for Pokémon GO, in its public-facing Pokémon GO Help  
28

Center, for help pages currently referencing assistance with refunds for such purchases, Niantic will:

i) Add specific links to Apple, Google, and Samsung In-App Purchase refund policies for reference;

ii) Add language in substantially the following form: “Please note that app store refund policies may vary based on the location of user and the age of user, including legal minority, at the time of purchase, as may be required by applicable law.”

iii) Niantic will also add these Pokémon GO Help Center changes into the in-app Help sections on the same topics.

iv) Niantic shall not be required to continue to implement this relief in the future if, in Niantic’s reasonable discretion, these changes are no longer applicable to the manner in which direct requests for refunds are handled.

d) So long as Niantic continues to charge users money for PokéCoins or another equivalent in-game currency for Pokémon GO, for all refund requests processed by Niantic, which currently includes purchases from the Google Play Store, Niantic will implement a dedicated process to address refund requests, subject to confirmation of minority. The personnel staffing this dedicated process will receive further training, on an as-needed basis, regarding how to analyze and process such refund requests in accordance with applicable law. Niantic shall not be required to continue to implement this relief in the future if, in Niantic’s reasonable discretion, this dedicated process is no longer applicable to the manner in which direct requests for refunds are handled.

e) Niantic will agree that its refund policies and practices with respect to U.S. minors will comply with the California Family Code.

**V. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR REVIEW AND APPROVAL**

40. Solely for purposes of implementing this Agreement and effectuating the proposed Settlement, the Parties agree and stipulate that Class Counsel shall submit to the Court a motion for preliminary approval of the settlement together with the [Proposed] Preliminary Approval Order (Exhibit B) and [Proposed] Final Approval Order and Final Judgment (Exhibit A).

41. Among other things, the Preliminary Approval Order shall:

a) find that the requirements for provisional certification of the Settlement Class have been satisfied, appointing Settlement Class Representative as the Representative of the provisional Settlement Class and Class Counsel as counsel for the provisional Settlement Class;

b) preliminarily enjoin all Settlement Class Members and their Legally Authorized Representative(s) from filing or otherwise participating in any other suit based on the Released Claims;

c) establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement;

d) schedule the Fairness Hearing on a date ordered by the Court, provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement should be approved as fair, reasonable, adequate, and to determine whether a Final Approval Order and Final Judgment should be entered;

e) provide that all Settlement Class Members will be bound by the Final Approval Order and Final Judgment; and

f) pending the Fairness Hearing, stay all proceedings in the Action, other than the proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement and Preliminary Approval Order.

42. In advance of the Fairness Hearing, Class Counsel shall request entry of a Final Approval Order and Final Judgment, without material variation from Exhibit A, the entry of which is a material condition of this Settlement Agreement, and that shall, among other things:

a) find that the Court has personal jurisdiction over all Settlement Class

Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that the venue is proper;

b) finally approve this Settlement Agreement and the Settlement pursuant to California Code of Civil Procedure;

c) certify the Settlement Class under applicable California Code of Civil Procedure for purposes of settlement only;

d) find that direct notice to the class is not necessary, and that notice on Class Counsel's public website, as provided in this Settlement Agreement, is sufficiently within the range of reasonableness;

e) incorporate the Releases set forth in this Settlement Agreement and make the Releases effective as of the Effective Date;

f) issue the injunctive relief described in this Settlement Agreement;

g) authorize the Parties to implement the terms of the Settlement;

h) enter a separate judgment pursuant to applicable California Code of Civil Procedure; and

i) determine that the Agreement and the Settlement provided for herein, and any proceedings taken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class, or of any misrepresentation or omission in any statement or written document approved or made by any Party; provided, however, that reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the provisions of this Agreement, as further set forth in this Agreement.

## **VI. RELEASES**

43. Upon the implementation of the injunctive relief in ¶¶ 39-40, which shall be within 60 days of the Effective Date, Releasing Settlement Class Representatives will be deemed to have, and by operation of the Final Approval Order and Final Judgment will have fully, finally, and forever released, relinquished, and discharged any and all past, present, and future claims, actions,

1 demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature  
2 and description whatsoever, that were alleged or could have been alleged in the Action, known or  
3 unknown, recognized now or hereafter, existing or preexisting, expected or unexpected, pursuant  
4 to any theory of recovery (including, but not limited to, those based in contract or tort, common  
5 law or equity, federal, state, or local law, statute, ordinance, or regulation), against the Released  
6 Parties, up until and including the Effective Date, that result from, arise out of, or are based on the  
7 facts and practices that were alleged in the Action, for any type of relief that can be released as a  
8 matter of law, including, without limitation, claims for monetary relief, damages (whether  
9 compensatory, consequential, punitive, exemplary, liquidated, and/or statutory), costs, penalties,  
10 interest, attorneys' fees, litigation costs, restitution, or equitable relief under Cal. Family Code §§  
11 6701 and 6710 ("Settlement Class Representative' Released Claims"). Releasing Settlement Class  
12 Representatives are forever enjoined from taking any action seeking any relief against the Released  
13 Parties based on any of Settlement Class Representative' Released Claims.

14         44.       Upon the implementation of the injunctive relief in ¶¶ 39-40, which shall be within  
15 60 days of the Effective Date, the Releasing Parties will be deemed to have, and by operation of  
16 the Final Approval Order and Final Judgment will have, for injunctive and/or declaratory relief  
17 only, fully, finally, and forever released, relinquished, and discharged any and all past, present,  
18 and future claims, actions, demands, causes of action, suits, debts, obligations, and rights or  
19 liabilities for injunctive and/or declaratory relief, of any nature and description whatsoever, that  
20 were alleged or could have been alleged in the Action, known or unknown, existing or preexisting,  
21 recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery for  
22 injunctive and/or declaratory relief (including, but not limited to, those based in contract or tort,  
23 common law or equity, federal, state, or local law, statute, ordinance, or regulation) against the  
24 Released Parties, up until and including the Effective Date, that result from, arise out of, or are  
25 based on the facts and practices that were alleged in the Action ("Settlement Class Members'  
26 Released Claims"). For clarity and notwithstanding the foregoing or any language in the  
27 Agreement, the Releasing Parties do not release claims for monetary relief or damages. The  
28

1 Releasing Parties are forever enjoined from taking any action seeking injunctive and/or declaratory  
2 relief against the Released Parties based on any Settlement Class Members' Released Claims.

3 45. By operation of the Final Approval Order and Final Judgment, the Action will be  
4 finally adjudicated.

5 46. Upon the Effective Date: (a) this Settlement Agreement shall be the exclusive  
6 remedy for any and all Released Claims of Class Representative and Settlement Class Members;  
7 and (b) Class Representative and Settlement Class Members stipulate to be and shall be  
8 permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against  
9 Released Parties in any federal or state court or tribunal any and all Released Claims.

10 **VII. ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

11 47. Class Counsel may apply to the Court for an award of reasonable attorneys' fees  
12 and costs not to exceed \$875,000. Class Counsel approximates that it will seek \$25,000 in costs  
13 and \$850,000 in fees, but may apply in different amounts not to exceed \$875,000. Niantic will  
14 take no position on Class Counsel's application and agrees to pay the amount of fees and costs  
15 determined by the Court, up to \$875,000. These terms regarding fees and costs were negotiated  
16 and agreed to by the Parties only after full agreement was reached as to all other material terms.

17 48. Any Attorneys' Fees and Costs Award, as awarded by the Court up to \$875,000,  
18 shall be payable by Niantic, as ordered, within the later of (a) twenty-one (21) days after the  
19 Court's order awarding fees and expenses, or (b) final approval of the settlement and the expiration  
20 of all deadlines in which a class member or any person may challenge final approval. In no event  
21 shall Niantic be required to make a payment of attorneys' fees if the Settlement Agreement is not  
22 finally approved.

23 49. The Parties agree that the Class Representative may apply to the Court for a Service  
24 Award, which shall not exceed \$1,500, for his services as Class Representative. The Parties agree  
25 that the decision whether or not to award any such payment, and the amount of that payment, rests  
26 in the exclusive discretion of the Court. Niantic agrees to pay the amount determined by the Court,  
27 up to \$1,500. Class Representative understands and acknowledges that he may receive no  
28 monetary payment, and his agreement to the Settlement is not conditioned on the possibility of

1 receiving monetary payment. Any Service Award, as awarded by the Court, shall be payable by  
2 Niantic as ordered, within the later of (a) twenty-one (21) days after the Court's order awarding  
3 fees and expenses, or (b) final approval of the settlement and the expiration of all deadlines in  
4 which a class member or any person may challenge final approval. In no event shall Niantic be  
5 required to make a payment of an incentive award if the Settlement Agreement is not finally  
6 approved.

7 **VIII. MODIFICATION OR TERMINATION OF SETTLEMENT AGREEMENT AND**  
8 **NIANTIC'S RESERVATION OF RIGHTS**

9 50. This Settlement Agreement may be amended or modified only by a written  
10 instrument signed by or on behalf of all Parties or their respective successors-in-interest and  
11 approval of the Court; provided, however that, after entry of the Final Approval Order and Final  
12 Judgment, the Parties may by written agreement effect such amendments, modifications, or  
13 expansions of this Settlement Agreement and its implementing documents (including all  
14 Exhibits hereto) without further approval by the Court if such changes are consistent with the  
15 Court's Final Approval Order and Final Judgment and do not materially alter, reduce, or limit the  
16 rights of Settlement Class Members under this Settlement Agreement.

17 51. This Settlement Agreement and any Exhibits attached hereto constitute the entire  
18 agreement among the Parties, and no representations, warranties, or inducements have been made  
19 to any Party concerning this Settlement Agreement or its Exhibits other than the representations,  
20 warranties, and covenants covered and memorialized in such documents.

21 52. In the event the terms or conditions of this Settlement Agreement are materially  
22 modified by any court, any Party in its sole discretion to be exercised within thirty (30) days after  
23 such modification may declare this Settlement Agreement null and void. For purposes of this  
24 Paragraph, material modifications include any modifications to the definitions of the Settlement  
25 Class, Settlement Class Members, Released Parties, or Released Claims, any modifications to the  
26 terms of the Settlement consideration described in Paragraphs IV.39 and 40 and/or any  
27 requirement of notice to the Settlement Class. In the event of any material modification by any  
28 court, and before exercising their unilateral option to withdraw from this Settlement Agreement



pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification.

53. In the event that a Party exercises his/her/its option to withdraw from and terminate this Settlement Agreement pursuant to Paragraph 53, then the Settlement proposed herein shall become null and void and shall have no force or effect, the Parties shall not be bound by this Settlement Agreement, and the Parties will be returned to their respective positions existing on November 10, 2022.

54. If this Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated or fails to become effective in accordance with the terms of this Settlement Agreement, the Parties will be restored to their respective positions in the Action existing on November 10, 2022. In such event, the terms and provisions of this Settlement Agreement and the memorandum of understanding will have no further force and effect with respect to the Parties and will not be used in this Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Settlement Agreement will be treated as vacated.

55. The procedure for and the allowance or disallowance by the Court of any application for attorneys' fees, costs, expenses, and/or reimbursement to be paid to Class Counsel, and the procedure for any payment to Class Representative, are not part of the settlement of the Released Claims as set forth in this Settlement Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement of the Released Claims as set forth in this Settlement Agreement. Any such separate order, finding, ruling, holding, or proceeding relating to any such applications for Attorneys' Fees and Costs and/or payment to Class Representative, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Settlement Agreement or otherwise affect or delay the finality of the Final Approval Order and Final Judgment approving the Settlement. Notwithstanding the foregoing, Niantic may terminate the Settlement Agreement in the event the Court awards more than \$875,000 in combined costs and fees. The terms of this Agreement

1 relating to the Attorneys' Fees and Costs Award and Service Awards were negotiated and agreed  
2 to by the Parties only after full agreement was reached as to all other material terms of the proposed  
3 Settlement, including, but not limited to, any terms relating to the relief to the Settlement Class.

4         56. Niantic denies the material factual allegations and legal claims asserted in the  
5 Action, including any and all charges of wrongdoing or liability arising out of any of the conduct,  
6 statements, acts or omissions alleged in the Action. Similarly, this Settlement Agreement provides  
7 for no admission of wrongdoing or liability by any of the Released Parties. This Settlement is  
8 entered into solely to eliminate the uncertainties, burdens, and expenses of protracted litigation.  
9 For the avoidance of doubt, Niantic does not acknowledge the propriety of certifying the  
10 Settlement Class for any purpose other than to effectuate the Settlement of the Action. If this  
11 Settlement Agreement is terminated pursuant to its terms, or the Effective Date for any reason does  
12 not occur, Niantic does not waive, but rather expressly retains and reserves, all rights it had prior  
13 to the execution of this Settlement Agreement to challenge all claims and allegations in the Action  
14 upon all procedural and factual grounds, including, without limitation, the right to challenge the  
15 certifiability of any class claims certified in the Action, and to assert any and all other potential  
16 defenses or privileges that were available to it at that time, including but not limited to challenging  
17 the Court's subject matter jurisdiction over any claims asserted in the Action. Niantic's agreement  
18 to this Settlement does not constitute an admission that certification is appropriate outside of the  
19 context of this Settlement. The Settlement Class Representative and Class Counsel agree that  
20 Niantic retains and reserves these rights, and agree not to take a position to the contrary. Class  
21 Counsel shall not refer to or invoke Niantic's decision to accept the certified class for purposes of  
22 settlement if the Effective Date does not occur and the Action is later litigated and certification is  
23 contested by Niantic.

#### 24 **IX. MISCELLANEOUS PROVISIONS**

25         57. The Parties intend the Settlement Agreement to be a final and complete resolution  
26 of all disputes between them with respect to the Action. The Settlement Agreement compromises  
27 claims that are contested and will not be deemed an admission by Niantic or Class Representative  
28 as to the merits of any claim or defense.

1           58. Unless otherwise specifically provided herein, all notices, demands, or other  
2 communications given hereunder shall be sent by email and First Class mail to the following:

3           To Class Representative and the Settlement Class:

4           L. Timothy Fisher  
5           ltfisher@bursor.com  
6           Bursor & Fisher, P.A.  
7           1990 N. California Blvd.  
8           Walnut Creek, CA 94596

9           Philip L. Fraietta  
10          pfraietta@bursor.com  
11          Alec M. Leslie  
12          aleslie@bursor.com  
13          888 7th Ave.  
14          New York, NY 10019

15          To Counsel for Niantic:

16          Jeffrey M. Gutkin  
17          jgutkin@cooley.com  
18          Cooley LLP  
19          3 Embarcadero Center, 20th Floor  
20          San Francisco, California 94111

21          Kristine A. Forderer  
22          kforderer@cooley.com  
23          Cooley LLP  
24          3 Embarcadero Center, 20th Floor  
25          San Francisco, California 94111

26           59. All of the Exhibits to this Agreement are an integral part of the Settlement and are  
27 incorporated by reference as though fully set forth herein.

28           60. The Parties agree that the recitals are contractual in nature and form a material part  
of this Settlement Agreement.

          61. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe,  
contradict, or clarify this Agreement, its terms, the intent of the Parties or their counsel, or the  
circumstances under which this Settlement Agreement was made or executed. This Settlement  
Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the  
terms and conditions of this Settlement Agreement will control over any other written or oral  
agreements.

1           62. Unless otherwise noted, all references to “days” in this Agreement shall be to  
2 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or  
3 federal legal holiday, such date or deadline shall be on the first Business Day thereafter.

4           63. The Settlement Agreement, the Settlement, all documents, orders, and other  
5 evidence relating to the Settlement, the fact of their existence, any of their terms, any press release  
6 or other statement or report by the Parties or by others concerning the Settlement Agreement, the  
7 Settlement, their existence, or their terms, any negotiations, proceedings, acts performed, or  
8 documents drafted or executed pursuant to or in furtherance of the Settlement Agreement or the  
9 Settlement shall not be offered, received, deemed to be, used as, construed as, and do not constitute  
10 a presumption, concession, admission, or evidence of (i) the validity of any Released Claims or of  
11 any liability, culpability, negligence, or wrongdoing on the part of the Released Parties; (ii) the  
12 Court’s subject matter jurisdiction over any Released Claims; (iii) any fact alleged, defense  
13 asserted, or any fault, misrepresentation, or omission by the Released Parties; (iv) the propriety of  
14 certifying a litigation class or any decision by any court regarding the certification of a class, and/or  
15 (v) whether the consideration to be given in this Settlement Agreement represents the relief that  
16 could or would have been obtained through trial in the Action, in any trial, civil, criminal,  
17 administrative, or other proceeding of the Action or any other action or proceeding in any court,  
18 administrative agency, or other tribunal.

19           64. The Parties to this Action or any other Released Parties shall have the right to file  
20 the Settlement Agreement and/or the Final Approval Order and Final Judgment in any action that  
21 may be brought against them in order to support a defense or counterclaim based on principles of  
22 res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any  
23 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

24           65. The Parties agree that the consideration provided to the Settlement Class and the  
25 other terms of the Settlement Agreement were negotiated at arm’s length, in good faith by the  
26 Parties, and reflect a settlement that was reached voluntarily, after consultation with competent  
27 legal counsel, and with the assistance of an independent, neutral mediator.

28

1           66.     The Class Representative and Class Counsel have concluded that the Settlement set  
2 forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the Class  
3 Representative asserted against Niantic, including the claims on behalf of the Settlement Class,  
4 and that it promotes the best interests of the Settlement Class.

5           67.     To the extent permitted by law, all agreements made and orders entered during the  
6 course of the Action relating to the confidentiality of information shall survive this Settlement  
7 Agreement.

8           68.     The waiver by one Party of any breach of this Settlement Agreement by any other  
9 Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement  
10 Agreement.

11          69.     This Settlement Agreement may be executed in counterparts, each of which shall  
12 be deemed an original and all of which, when taken together, shall constitute one and the same  
13 instrument. Signatures submitted by email or facsimile shall also be considered originals. The  
14 date of execution shall be the latest date on which any Party signs this Settlement Agreement.

15          70.     The Parties hereto and their respective counsel agree that they will use their best  
16 efforts to obtain all necessary approvals of the Court required by this Settlement Agreement,  
17 including to obtain a Final Approval Order and Final Judgment approving the Settlement.

18          71.     This Settlement Agreement shall be binding upon and shall inure to the benefit of  
19 the successors and assigns of the Parties hereto, including any and all Released Parties and any  
20 corporation, partnership, or other entity into or with which any Party hereto may merge,  
21 consolidate, or reorganize, each of which is entitled to enforce this Settlement Agreement.

22          72.     This Settlement Agreement was jointly drafted by the Parties. Class  
23 Representative, Settlement Class Members, and/or Niantic shall not be deemed to be the drafters  
24 of this Settlement Agreement or of any particular provision, nor shall they argue that any particular  
25 provision should be construed against its drafter or otherwise resort to the *contra proferentem*  
26 canon of construction. Accordingly, this Settlement Agreement should not be construed in favor  
27 of or against one Party as to the drafter, and the Parties agree that the provisions of California Civil  
28

Code § 1654 and common law principles of construing ambiguities against the drafter shall have no application.

73. Any and all Exhibits to this Settlement Agreement, which are identified in the Settlement Agreement and attached hereto, are material and integral parts hereof and are fully incorporated herein by this reference.

74. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to choice of law principles. Any action to enforce the terms of this Settlement Agreement shall be filed in the Superior Court of the State of California.

75. The headings used in this Settlement Agreement are inserted merely for the convenience of the reader, and shall not affect the meaning or interpretation of this Settlement Agreement.

76. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

77. Class Representative and Class Counsel will not issue any press release or communicate with the media regarding the Settlement or the Action without prior approval of Niantic. However, if Class Representative or Class Counsel receive an inquiry from any third party (excluding Settlement Class Members who identify themselves as such), they may only make affirmative statements relating to the Settlement as follows: “The parties have reached a mutually agreeable resolution to a disputed set of class claims that is fair, adequate, and reasonable.” Class Counsel reserves all rights to communicate with individual members of the Settlement Class to assist them in understanding the Settlement and nothing herein shall be construed as restricting those rights and responsibilities. Similarly, nothing in this Agreement will affect Niantic’s right to communicate with individual members of the Settlement Class relating to matters other than the Action or the proposed Settlement.

78. The provision of the confidentiality agreement entered into with respect to the mediation process concerning this matter is waived for the limited purpose of permitting the Parties to confirm the details of the mediation process that are included in this Agreement.

1           79.     The Class Representative further acknowledges, agrees, and understands that: (i)  
2 he has read and understands the terms of this Agreement; (ii) he has been advised in writing to  
3 consult with an attorney before executing this Agreement; and (iii) he has obtained and considered  
4 such legal counsel as he deems necessary. The Class Representative enters into this Settlement  
5 Agreement with the full ratification and authorization of his guardian, Dominique Davis.

6           80.     All of the Parties warrant and represent that they are agreeing to the terms of this  
7 Settlement Agreement based upon the legal advice of their respective attorneys, that they have  
8 been afforded the opportunity to discuss the contents of this Settlement Agreement with their  
9 attorneys, and that the terms and conditions of this document are fully understood and voluntarily  
10 accepted.

11          81.     Each Party to this Settlement Agreement warrants that he or it is acting upon his or  
12 its independent judgment and upon the advice of his or its counsel, and not in reliance upon any  
13 warranty or representation, express or implied, of any nature or any kind by any other Party, other  
14 than the warranties and representations expressly made in this Settlement Agreement.

15          82.     The Court shall retain jurisdiction over the parties to enforce the terms of the Final  
16 Judgment.

17          83.     Each Counsel or other person executing this Settlement Agreement or any of its  
18 Exhibits on behalf of any Party hereby warrants that such person has the full authority to do so.  
19 Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Class  
20 Representative to take all appropriate action required or permitted to be taken by the Settlement  
21 Class pursuant to this Settlement Agreement to effectuate its terms, and is expressly authorized to  
22 enter into any modifications or amendments to this Settlement Agreement on behalf of the  
23 Settlement Class that Class Counsel and Class Representative deem appropriate.

1 IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have  
2 duly executed this Settlement Agreement as of the date set forth below.

3 Dated: \_\_\_\_\_, 2024

COOLEY LLP

4  
5 By: \_\_\_\_\_

6 Dated: \_\_\_\_\_, 2024

NIANTIC, INC.

7  
8 By: \_\_\_\_\_

9 Dated: 02/07/2024  
10 \_\_\_\_\_, 2024

PLAINTIFF D.D.

11 By:  \_\_\_\_\_  
Dan... (Feb 7, 2024 18:08 PST)

12 Dated: 02/07/2024  
13 \_\_\_\_\_, 2024

BURSOR & FISHER, P.A.

14 By:  \_\_\_\_\_  
L. Timothy Fisher (Feb 7, 2024 18:13 PST)



1           IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have  
2 duly executed this Settlement Agreement as of the date set forth below.

3       Dated: Feb. 8, 2024

COOLEY LLP

By: 

6       Dated: \_\_\_\_\_, 2024

NIANTIC, INC.

By: \_\_\_\_\_

10       Dated: \_\_\_\_\_, 2024

PLAINTIFF D.D.

By: \_\_\_\_\_

13       Dated: \_\_\_\_\_, 2024

BURSOR & FISHER, P.A.

By: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have  
duly executed this Settlement Agreement as of the date set forth below.

Dated: \_\_\_\_\_, 2024

COOLEY LLP

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

NIANTIC, INC.

By:  2/6/2024  
605CBFF74B2241D...

Dated: \_\_\_\_\_, 2024

PLAINTIFF D.D.

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

BURSOR & FISHER, P.A.

By: \_\_\_\_\_





[www.bursor.com](http://www.bursor.com)

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MIAMI, FL 33131

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NEW YORK, NY 10019

1990 NORTH CALIFORNIA BLVD.  
WALNUT CREEK, CA 94596

## **FIRM RESUME**

With offices in Florida, New York, and California, BURSOR & FISHER lawyers have represented both plaintiffs and defendants in state and federal courts throughout the country.

The lawyers at our firm have an active civil trial practice, having won multi-million-dollar verdicts or recoveries in six of six class action jury trials since 2008. Our most recent class action trial victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a \$267 million jury verdict against a debt collector found to have violated the Telephone Consumer Protection Act. During the pendency of the defendant's appeal, the case settled for \$75.6 million, the largest settlement in the history of the Telephone Consumer Protection Act.

In August 2013 in *Ayyad v. Sprint Spectrum L.P.*, in which Mr. Bursor served as lead trial counsel, we won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc. (II)*, we obtained a \$50 million jury verdict in favor of a certified class of 150,000 purchasers of the Avacor Hair Regrowth System. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009, and the largest in any class action.

The lawyers at our firm have an active class action practice and have won numerous appointments as class counsel to represent millions of class members, including customers of Honda, Verizon Wireless, AT&T Wireless, Sprint, Haier America, and Michaels Stores as well as purchasers of Avacor™, Hydroxycut, and Sensa™ products. Bursor & Fisher lawyers have been court-appointed Class Counsel or Interim Class Counsel in:

1. *O'Brien v. LG Electronics USA, Inc.* (D.N.J. Dec. 16, 2010) to represent a certified nationwide class of purchasers of LG French-door refrigerators,
2. *Ramundo v. Michaels Stores, Inc.* (N.D. Ill. June 8, 2011) to represent a certified nationwide class of consumers who made in-store purchases at Michaels Stores using a debit or credit card and had their private financial information stolen as a result,
3. *In re Haier Freezer Consumer Litig.* (N.D. Cal. Aug. 17, 2011) to represent a certified class of purchasers of mislabeled freezers from Haier America Trading, LLC,
4. *Rodriguez v. CitiMortgage, Inc.* (S.D.N.Y. Nov. 14, 2011) to represent a certified nationwide class of military personnel against CitiMortgage for illegal foreclosures,

5. *Rossi v. The Procter & Gamble Co.* (D.N.J. Jan. 31, 2012) to represent a certified nationwide class of purchasers of Crest Sensitivity Treatment & Protection toothpaste,
6. *Dzielak v. Whirlpool Corp. et al.* (D.N.J. Feb. 21, 2012) to represent a proposed nationwide class of purchasers of mislabeled Maytag Centennial washing machines from Whirlpool Corp., Sears, and other retailers,
7. *In re Sensa Weight Loss Litig.* (N.D. Cal. Mar. 2, 2012) to represent a certified nationwide class of purchasers of Sensa weight loss products,
8. *In re Sinus Buster Products Consumer Litig.* (E.D.N.Y. Dec. 17, 2012) to represent a certified nationwide class of purchasers,
9. *Ebin v. Kangadis Food Inc.* (S.D.N.Y. Feb. 25, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
10. *Forcellati v. Hyland's, Inc.* (C.D. Cal. Apr. 9, 2014) to represent a certified nationwide class of purchasers of children's homeopathic cold and flu remedies,
11. *Ebin v. Kangadis Family Management LLC, et al.* (S.D.N.Y. Sept. 18, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
12. *In re Scotts EZ Seed Litig.* (S.D.N.Y. Jan. 26, 2015) to represent a certified class of purchasers of Scotts Turf Builder EZ Seed,
13. *Dei Rossi v. Whirlpool Corp., et al.* (E.D. Cal. Apr. 28, 2015) to represent a certified class of purchasers of mislabeled KitchenAid refrigerators from Whirlpool Corp., Best Buy, and other retailers,
14. *Hendricks v. StarKist Co.* (N.D. Cal. July 23, 2015) to represent a certified nationwide class of purchasers of StarKist tuna products,
15. *In re NVIDIA GTX 970 Graphics Card Litig.* (N.D. Cal. May 8, 2015) to represent a proposed nationwide class of purchasers of NVIDIA GTX 970 graphics cards,
16. *Melgar v. Zicam LLC, et al.* (E.D. Cal. March 30, 2016) to represent a certified ten-jurisdiction class of purchasers of Zicam Pre-Cold products,
17. *In re Trader Joe's Tuna Litigation* (C.D. Cal. December 21, 2016) to represent purchaser of allegedly underfilled Trader Joe's canned tuna.
18. *In re Welspun Litigation* (S.D.N.Y. January 26, 2017) to represent a proposed nationwide class of purchasers of Welspun Egyptian cotton bedding products,
19. *Retta v. Millennium Products, Inc.* (C.D. Cal. January 31, 2017) to represent a certified nationwide class of Millennium kombucha beverages,
20. *Moeller v. American Media, Inc.,* (E.D. Mich. June 8, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
21. *Hart v. BHH, LLC* (S.D.N.Y. July 7, 2017) to represent a nationwide class of purchasers of Bell & Howell ultrasonic pest repellers,
22. *McMillion v. Rash Curtis & Associates* (N.D. Cal. September 6, 2017) to represent a certified nationwide class of individuals who received calls from Rash Curtis & Associates,

23. *Lucero v. Solarcity Corp.* (N.D. Cal. September 15, 2017) to represent a certified nationwide class of individuals who received telemarketing calls from Solarcity Corp.,
24. *Taylor v. Trusted Media Brands, Inc.* (S.D.N.Y. Oct. 17, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
25. *Gasser v. Kiss My Face, LLC* (N.D. Cal. Oct. 23, 2017) to represent a proposed nationwide class of purchasers of cosmetic products,
26. *Gastelum v. Frontier California Inc.* (S.F. Superior Court February 21, 2018) to represent a certified California class of Frontier landline telephone customers who were charged late fees,
27. *Williams v. Facebook, Inc.* (N.D. Cal. June 26, 2018) to represent a proposed nationwide class of Facebook users for alleged privacy violations,
28. *Ruppel v. Consumers Union of United States, Inc.* (S.D.N.Y. July 27, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
29. *Bayol v. Health-Ade* (N.D. Cal. August 23, 2018) to represent a proposed nationwide class of Health-Ade kombucha beverage purchasers,
30. *West v. California Service Bureau* (N.D. Cal. September 12, 2018) to represent a certified nationwide class of individuals who received calls from California Service Bureau,
31. *Gregorio v. Premier Nutrition Corporation* (S.D.N.Y. Sept. 14, 2018) to represent a nationwide class of purchasers of protein shake products,
32. *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast* (S.D.N.Y. Oct. 24, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
33. *Bakov v. Consolidated World Travel Inc. d/b/a Holiday Cruise Line* (N.D. Ill. Mar. 21, 2019) to represent a certified class of individuals who received calls from Holiday Cruise Line,
34. *Martinelli v. Johnson & Johnson* (E.D. Cal. March 29, 2019) to represent a certified class of purchasers of Benecol spreads labeled with the representation “No Trans Fat,”
35. *Edwards v. Hearst Communications, Inc.* (S.D.N.Y. April 24, 2019) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
36. *Galvan v. Smashburger* (C.D. Cal. June 25, 2019) to represent a proposed class of purchasers of Smashburger’s “Triple Double” burger,
37. *Kokoszki v. Playboy Enterprises, Inc.* (E.D. Mich. Feb. 7, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
38. *Russett v. The Northwestern Mutual Life Insurance Co.* (S.D.N.Y. May 28, 2020) to represent a class of insurance policyholders that were allegedly charged unlawful paper billing fees,
39. *In re: Metformin Marketing and Sales Practices Litigation* (D.N.J. June 3, 2020) to represent a proposed nationwide class of purchasers of generic diabetes medications that were contaminated with a cancer-causing carcinogen,

40. *Hill v. Spirit Airlines, Inc.* (S.D. Fla. July 21, 2020) to represent a proposed nationwide class of passengers whose flights were cancelled by Spirit Airlines due to the novel coronavirus, COVID-19, and whose tickets were not refunded,
41. *Kramer v. Alterra Mountain Co.* (D. Colo. July 31, 2020) to represent a proposed nationwide class of purchasers to recoup the unused value of their Ikon ski passes after Alterra suspended operations at its ski resorts due to the novel coronavirus, COVID-19,
42. *Qureshi v. American University* (D.D.C. July 31, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by American University due to the novel coronavirus, COVID-19,
43. *Hufford v. Maxim Inc.* (S.D.N.Y. Aug. 13, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
44. *Desai v. Carnegie Mellon University* (W.D. Pa. Aug. 26, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Carnegie Mellon University due to the novel coronavirus, COVID-19,
45. *Heigl v. Waste Management of New York, LLC* (E.D.N.Y. Aug. 27, 2020) to represent a class of waste collection customers that were allegedly charged unlawful paper billing fees,
46. *Stellato v. Hofstra University* (E.D.N.Y. Sept. 18, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Hofstra University due to the novel coronavirus, COVID-19,
47. *Kaupelis v. Harbor Freight Tools USA, Inc.* (C.D. Cal. Sept. 23, 2020), to represent consumers who purchased defective chainsaws,
48. *Soo v. Lorex Corporation* (N.D. Cal. Sept. 23, 2020), to represent consumers whose security cameras were intentionally rendered non-functional by manufacturer,
49. *Miranda v. Golden Entertainment (NV), Inc.* (D. Nev. Dec. 17, 2020), to represent consumers and employees whose personal information was exposed in a data breach,
50. *Benbow v. SmileDirectClub, Inc.* (Cir. Ct. Cook Cnty. Feb. 4, 2021), to represent a certified nationwide class of individuals who received text messages from SmileDirectClub, in alleged violation of the Telephone Consumer Protection Act,
51. *Suren v. DSV Solutions, LLC* (Cir. Ct. DuPage Cnty. Apr. 8, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
52. *De Lacour v. Colgate-Palmolive Co.* (S.D.N.Y. Apr. 23, 2021), to represent a certified class of consumers who purchased allegedly “natural” Tom’s of Maine products,
53. *Wright v. Southern New Hampshire University* (D.N.H. Apr. 26, 2021), to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Southern New Hampshire University due to the novel coronavirus, COVID-19,



54. *Sahlin v. Hospital Housekeeping Systems, LLC* (Cir. Ct. Williamson Cnty. May 21, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
55. *Landreth v. Verano Holdings LLC, et al.* (Cir. Ct. Cook Cnty. June 2, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act.
56. *Rocchio v. Rutgers, The State University of New Jersey*, (Sup. Ct., Middlesex Cnty. October 27, 201), to represent a certified nationwide class of students for fee refunds after their classes were moved online by Rutgers due to the novel coronavirus, COVID-19,
57. *Malone v. Western Digital Corp.*, (N.D. Cal. Dec. 22, 2021), to represent a class of consumers who purchased hard drives that were allegedly deceptively advertised,
58. *Jenkins v. Charles Industries, LLC*, (Cir. Ct. DuPage Cnty. Dec. 21, 2021) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
59. *Frederick v. Examsoft Worldwide, Inc.*, (Cir. Ct. DuPage Cnty. Jan. 6, 2022) to represent a certified class of exam takers who used virtual exam proctoring software, in alleged violation of the Illinois Biometric Information Privacy Act,
60. *Isaacson v. Liqui-Box Flexibles, LLC, et al.*, (Cir. Ct. Will Cnty. Jan. 18, 2022) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
61. *Goldstein et al. v. Henkel Corp.*, (D. Conn. Mar. 3, 2022) to represent a proposed class of purchasers of Right Guard-brand antiperspirants that were allegedly contaminated with benzene,
62. *McCall v. Hercules Corp.*, (N.Y. Sup. Ct., Westchester Cnty. Mar. 14, 2022) to represent a certified class of who laundry card purchasers who were allegedly subjected to deceptive practices by being denied cash refunds,
63. *Lewis v. Trident Manufacturing, Inc.*, (Cir. Ct. Kane Cnty. Mar. 16, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
64. *Croft v. Spinx Games Limited, et al.*, (W.D. Wash. Mar. 31, 2022) to represent a certified class of Washington residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Washington law,
65. *Fischer v. Instant Checkmate LLC*, (N.D. Ill. Mar. 31, 2022) to represent a certified class of Illinois residents whose identities were allegedly used without their consent in alleged violation of the Illinois Right of Publicity Act,
66. *Rivera v. Google LLC*, (Cir. Ct. Cook Cnty. Apr. 25, 2022) to represent a certified class of Illinois residents who appeared in a photograph in Google Photos, in alleged violation of the Illinois Biometric Information Privacy Act,
67. *Loftus v. Outside Integrated Media, LLC*, (E.D. Mich. May 5, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,



68. *D'Amario v. The University of Tampa*, (S.D.N.Y. June 3, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by The University of Tampa due to the novel coronavirus, COVID-19,
69. *Fittipaldi v. Monmouth University*, (D.N.J. Sept. 22, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Monmouth University due to the novel coronavirus, COVID-19,
70. *Armstead v. VGW Malta Ltd. et al.* (Cir. Ct. Henderson Cnty. Oct. 3, 2022) to present a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
71. *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, (N.D. Ill. Oct. 26, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
72. *Delcid et al. v. TCP HOT Acquisitions LLC et al.* (S.D.N.Y. Oct. 28, 2022) to represent a certified nationwide class of purchasers of Sure and Brut-brand antiperspirants that were allegedly contaminated with benzene,
73. *Kain v. The Economist Newspaper NA, Inc.* (E.D. Mich. Dec. 15, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
74. *Strano v. Kiplinger Washington Editors, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
75. *Moeller v. The Week Publications, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
76. *Ambrose v. Boston Globe Media Partners, LLC* (D. Mass. May 25, 2023) to represent a nationwide class of newspaper subscribers who were also Facebook users under the Video Privacy Protection Act,
77. *In re: Apple Data Privacy Litigation*, (N.D. Cal. July 5, 2023) to represent a putative nationwide class of all persons who turned off permissions for data tracking and whose mobile app activity was still tracked on iPhone mobile devices,
78. *Young v. Military Advantage, Inc. d/b/a Military.com* (Cir. Ct. DuPage Cnty. July 26, 2023) to represent a nationwide class of website subscribers who were also Facebook users under the Video Privacy Protection Act,
79. *Whiting v. Yellow Social Interactive Ltd.* (Cir. Ct. Henderson Cnty. Aug. 15, 2023) to represent a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
80. *Kotila v. Charter Financial Publishing Network, Inc.* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
81. *Schreiber v. Mayo Foundation for Medical Education and Research* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

82. *Norcross v. Tishman Speyer Properties, et al.* (S.D.N.Y. May 17, 2024) to represent a class of online ticket purchasers under New York Arts & Cultural Affairs Law § 25.07(4).

### **SCOTT A. BURSOR**

Mr. Bursor has an active civil trial practice, having won multi-million verdicts or recoveries in six of six civil jury trials since 2008. Mr. Bursor's most recent victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a \$267 million jury verdict against a debt collector for violations of the Telephone Consumer Protection Act (TCPA).

In *Ayyad v. Sprint Spectrum L.P.* (2013), where Mr. Bursor served as lead trial counsel, the jury returned a verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc.* (2009), the jury returned a \$50 million verdict in favor of the plaintiff and class represented by Mr. Bursor. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009.

Class actions are rarely tried to verdict. Other than Mr. Bursor and his partner Mr. Fisher, we know of no lawyer that has tried more than one class action to a jury. Mr. Bursor's perfect record of six wins in six class action jury trials, with recoveries ranging from \$21 million to \$299 million, is unmatched by any other lawyer. Each of these victories was hard-fought against top trial lawyers from the biggest law firms in the United States.

Mr. Bursor graduated from the University of Texas Law School in 1996. He served as Articles Editor of the Texas Law Review, and was a member of the Board of Advocates and Order of the Coif. Prior to starting his own practice, Mr. Bursor was a litigation associate at a large New York based law firm where he represented telecommunications, pharmaceutical, and technology companies in commercial litigation.

Mr. Bursor is a member of the state bars of New York, Florida, and California, as well as the bars of the United States Court of Appeals for the Second, Third, Fourth, Sixth, Ninth and Eleventh Circuits, and the bars of the United States District Courts for the Southern and Eastern Districts of New York, the Northern, Central, Southern and Eastern Districts of California, the Southern and Middle Districts of Florida, and the Eastern District of Michigan.

### **Representative Cases**

Mr. Bursor was appointed lead or co-lead class counsel to the largest, 2nd largest, and 3rd largest classes ever certified. Mr. Bursor has represented classes including more than 160 million class members, roughly 1 of every 2 Americans. Listed below are recent cases that are representative of Mr. Bursor's practice:

Mr. Bursor negotiated and obtained court-approval for two landmark settlements in *Nguyen v. Verizon Wireless* and *Zill v. Sprint Spectrum* (the largest and 2nd largest classes ever certified). These settlements required Verizon and Sprint to open their wireless networks to

third-party devices and applications. These settlements are believed to be the most significant legal development affecting the telecommunications industry since 1968, when the FCC's Carterfone decision similarly opened up AT&T's wireline telephone network.

Mr. Bursor was the lead trial lawyer in *Ayyad v. Sprint Spectrum, L.P.* representing a class of approximately 2 million California consumers who were charged an early termination fee under a Sprint cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. After a five-week combined bench-and-jury trial, the jury returned a verdict in June 2008 and the Court issued a Statement of Decision in December 2008 awarding the plaintiffs \$299 million in cash and debt cancellation. Mr. Bursor served as lead trial counsel for this class again in 2013 during a month-long jury trial in which Sprint asserted a \$1.06 billion counterclaim against the class. Mr. Bursor secured a verdict awarding Sprint only \$18.4 million, the exact amount calculated by the class's damages expert. This award was less than 2% of the damages Sprint sought, less than 6% of the amount of the illegal termination fees Sprint charged to class members. In December 2016, after more than 13 years of litigation, the case was settled for \$304 million, including \$79 million in cash payments plus \$225 million in debt cancellation.

Mr. Bursor was the lead trial lawyer in *White v. Cellco Partnership d/b/a Verizon Wireless* representing a class of approximately 1.4 million California consumers who were charged an early termination fee under a Verizon cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. In July 2008, after Mr. Bursor presented plaintiffs' case-in-chief, rested, then cross-examined Verizon's principal trial witness, Verizon agreed to settle the case for a \$21 million cash payment and an injunction restricting Verizon's ability to impose early termination fees in future subscriber agreements.

Mr. Bursor was the lead trial lawyer in *Thomas v. Global Visions Products Inc.* Mr. Bursor represented a class of approximately 150,000 California consumers who had purchased the Avacor® hair regrowth system. In January 2008, after a four-week combined bench-and-jury trial, Mr. Bursor obtained a \$37 million verdict for the class, which the Court later increased to \$40 million.

Mr. Bursor was appointed class counsel and was elected chair of the Official Creditors' Committee in *In re Nutraquest Inc.*, a Chapter 11 bankruptcy case before Chief Judge Garrett E. Brown, Jr. (D.N.J.) involving 390 ephedra-related personal injury and/or wrongful death claims, two consumer class actions, four enforcement actions by governmental agencies, and multiple adversary proceedings related to the Chapter 11 case. Working closely with counsel for all parties and with two mediators, Judge Nicholas Politan (Ret.) and Judge Marina Corodemus (Ret.), the committee chaired by Mr. Bursor was able to settle or otherwise resolve every claim and reach a fully consensual Chapter 11 plan of reorganization, which Chief Judge Brown approved in late 2006. This settlement included a \$12.8 million recovery to a nationwide class of consumers who alleged they were defrauded in connection with the purchase of Xenadrine® dietary supplement products.

Mr. Bursor was the lead trial lawyer in *In re: Pacific Bell Late Fee Litigation*. After filing the first class action challenging Pac Bell's late fees in April 2010, winning a contested

motion to certify a statewide California class in January 2012, and defeating Pac Bell's motion for summary judgment in February 2013, Mr. Bursor obtained final approval of the \$38 million class settlement. The settlement, which Mr. Bursor negotiated the night before opening statements were scheduled to commence, included a \$20 million cash payment to provide refunds to California customers who paid late fees on their Pac Bell wireline telephone accounts, and an injunction that reduced other late fee charges by \$18.6 million.

### **L. TIMOTHY FISHER**

L. Timothy Fisher has an active practice in consumer class actions and complex business litigation and has also successfully handled a large number of civil appeals.

Mr. Fisher has been actively involved in numerous cases that resulted in multi-million dollar recoveries for consumers and investors. Mr. Fisher has handled cases involving a wide range of issues including nutritional labeling, health care, telecommunications, corporate governance, unfair business practices and consumer fraud. With his partner Scott A. Bursor, Mr. Fisher has tried five class action jury trials, all of which produced successful results. In *Thomas v. Global Vision Products*, Mr. Fisher obtained a jury award of \$50,024,611 — the largest class action award in California in 2009 and the second-largest jury award of any kind. In 2019, Mr. Fisher served as trial counsel with Mr. Bursor in *Perez. v. Rash Curtis & Associates*, where the jury returned a verdict for \$267 million in statutory damages under the Telephone Consumer Protection Act.

Mr. Fisher was admitted to the State Bar of California in 1997. He is also a member of the bars of the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the Northern, Central, Southern and Eastern Districts of California, the Northern District of Illinois, the Eastern District of Michigan, and the Eastern District of Missouri. Mr. Fisher taught appellate advocacy at John F. Kennedy University School of Law in 2003 and 2004. In 2010, he contributed jury instructions, a verdict form and comments to the consumer protection chapter of Justice Elizabeth A. Baron's *California Civil Jury Instruction Companion Handbook* (West 2010). In January 2014, Chief Judge Claudia Wilken of the United States District Court for the Northern District of California appointed Mr. Fisher to a four-year term as a member of the Court's Standing Committee on Professional Conduct.

Mr. Fisher received his Juris Doctor from Boalt Hall at the University of California at Berkeley in 1997. While in law school, he was an active member of the Moot Court Board and participated in moot court competitions throughout the United States. In 1994, Mr. Fisher received an award for Best Oral Argument in the first-year moot court competition.

In 1992, Mr. Fisher graduated with highest honors from the University of California at Berkeley and received a degree in political science. Prior to graduation, he authored an honors thesis for Professor Bruce Cain entitled "The Role of Minorities on the Los Angeles City Council." He is also a member of Phi Beta Kappa.

### **Representative Cases**

*Thomas v. Global Vision Products, Inc.* (Alameda County Superior Court). Mr. Fisher litigated claims against Global Vision Products, Inc. and other individuals in connection with the sale and marketing of a purported hair loss remedy known as Avacor. The case lasted more than seven years and involved two trials. The first trial resulted in a verdict for plaintiff and the class in the amount of \$40,000,000. The second trial resulted in a jury verdict of \$50,024,611, which led to a \$30 million settlement for the class.

*In re Cellphone Termination Fee Cases - Handset Locking Actions* (Alameda County Superior Court). Mr. Fisher actively worked on five coordinated cases challenging the secret locking of cell phone handsets by major wireless carriers to prevent consumers from activating them on competitive carriers' systems. Settlements have been approved in all five cases on terms that require the cell phone carriers to disclose their handset locks to consumers and to provide unlocking codes nationwide on reasonable terms and conditions. The settlements fundamentally changed the landscape for cell phone consumers regarding the locking and unlocking of cell phone handsets.

*In re Cellphone Termination Fee Cases - Early Termination Fee Cases* (Alameda County Superior Court and Federal Communications Commission). In separate cases that are a part of the same coordinated litigation as the Handset Locking Actions, Mr. Fisher actively worked on claims challenging the validity under California law of early termination fees imposed by national cell phone carriers. In one of those cases, against Verizon Wireless, a nationwide settlement was reached after three weeks of trial in the amount of \$21 million. In a second case, which was tried to verdict, the Court held after trial that the \$73 million of flat early termination fees that Sprint had collected from California consumers over an eight-year period were void and unenforceable.

### **Selected Published Decisions**

*Melgar v. Zicam LLC*, 2016 WL 1267870 (E.D. Cal. Mar. 30, 2016) (certifying 10-jurisdiction class of purchasers of cold remedies, denying motion for summary judgment, and denying motions to exclude plaintiff's expert witnesses).

*Salazar v. Honest Tea, Inc.*, 2015 WL 7017050 (E.D. Cal. Nov. 12, 2015) (denying motion for summary judgment).

*Dei Rossi v. Whirlpool Corp.*, 2015 WL 1932484 (E.D. Cal. Apr. 27, 2015) (certifying California class of purchasers of refrigerators that were mislabeled as Energy Star qualified).

*Bayol v. Zipcar, Inc.*, 78 F.Supp.3d 1252 (N.D. Cal. 2015) (denying motion to dismiss claims alleging unlawful late fees under California Civil Code § 1671).

*Forcellati v. Hyland's, Inc.*, 2015 WL 9685557 (C.D. Cal. Jan. 12, 2015) (denying motion for summary judgment in case alleging false advertising of homeopathic cold and flu remedies for children).

*Bayol v. Zipcar, Inc.*, 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014) (denying motion to transfer venue pursuant to a forum selection clause).



*Forcellati v. Hyland's Inc.*, 2014 WL 1410264 (C.D. Cal. Apr. 9, 2014) (certifying nationwide class of purchasers of homeopathic cold and flu remedies for children).

*Hendricks v. StarKist Co.*, 30 F.Supp.3d 917 (N.D. Cal. 2014) (denying motion to dismiss in case alleging underfilling of 5-ounce cans of tuna).

*Dei Rossi v. Whirlpool Corp.*, 2013 WL 5781673 (E.D. Cal. October 25, 2013) (denying motion to dismiss in case alleging that certain KitchenAid refrigerators were misrepresented as Energy Star qualified).

*Forcellati v. Hyland's Inc.*, 876 F.Supp.2d 1155 (C.D. Cal. 2012) (denying motion to dismiss complaint alleging false advertising regarding homeopathic cold and flu remedies for children).

*Clerkin v. MyLife.com*, 2011 WL 3809912 (N.D. Cal. August 29, 2011) (denying defendants' motion to dismiss in case alleging false and misleading advertising by a social networking company).

*In re Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380 (2010) (affirming order approving \$21 million class action settlement).

*Gatton v. T-Mobile USA, Inc.*, 152 Cal.App.4th 571 (2007) (affirming order denying motion to compel arbitration).

### **Selected Class Settlements**

*Melgar v. Zicam* (Eastern District of California) - \$16 million class settlement of claims alleging cold medicine was ineffective.

*Gastelum v. Frontier California Inc.* (San Francisco Superior Court) - \$10.9 million class action settlement of claims alleging that a residential landline service provider charged unlawful late fees.

*West v. California Service Bureau, Inc.* (Northern District of California) - \$4.1 million class settlement of claims under the Telephone Consumer Protection Act.

*Gregorio v. Premier Nutrition Corp.* (Southern District of New York) - \$9 million class settlement of false advertising claims against protein shake manufacturer.

*Morris v. SolarCity Corp.* (Northern District of California) - \$15 million class settlement of claims under the Telephone Consumer Protection Act.

*Retta v. Millennium Products, Inc.* (Central District of California) - \$8.25 million settlement to resolve claims of bottled tea purchasers for alleged false advertising.

*Forcellati v. Hyland's* (Central District of California) – nationwide class action settlement providing full refunds to purchasers of homeopathic cold and flu remedies for children.

*Dei Rossi v. Whirlpool* (Eastern District of California) – class action settlement providing \$55 cash payments to purchasers of certain KitchenAid refrigerators that allegedly mislabeled as Energy Star qualified.

*In Re NVIDIA GTX 970 Graphics Chip Litigation* (Northern District of California) - \$4.5 million class action settlement of claims alleging that a computer graphics card was sold with false and

misleading representations concerning its specifications and performance.

*Hendricks v. StarKist Co.* (Northern District of California) – \$12 million class action settlement of claims alleging that 5-ounce cans of tuna were underfilled.

*In re Zakskorn v. American Honda Motor Co.* Honda (Eastern District of California) – nationwide settlement providing for brake pad replacement and reimbursement of out-of-pocket expenses in case alleging defective brake pads on Honda Civic vehicles manufactured between 2006 and 2011.

*Correa v. Sensa Products, LLC* (Los Angeles Superior Court) - \$9 million settlement on behalf of purchasers of the Sensa weight loss product.

*In re Pacific Bell Late Fee Litigation* (Contra Costa County Superior Court) - \$38.6 million settlement on behalf of Pac Bell customers who paid an allegedly unlawful late payment charge.

*In re Haier Freezer Consumer Litigation* (Northern District of California) - \$4 million settlement, which provided for cash payments of between \$50 and \$325.80 to class members who purchased the Haier HNCM070E chest freezer.

*Thomas v. Global Vision Products, Inc.* (Alameda County Superior Court) - \$30 million settlement on behalf of a class of purchasers of a hair loss remedy.

*Guyette v. Viacom, Inc.* (Alameda County Superior Court) - \$13 million settlement for a class of cable television subscribers who alleged that the defendant had improperly failed to share certain tax refunds with its subscribers.

### **JOSEPH I. MARCHESE**

Joseph I. Marchese is a Partner with Bursor & Fisher, P.A. Joe focuses his practice on consumer class actions, employment law disputes, and commercial litigation. He has represented corporate and individual clients in a wide array of civil litigation, and has substantial trial and appellate experience.

Joe has diverse experience in litigating and resolving consumer class actions involving claims of mislabeling, false or misleading advertising, privacy violations, data breach claims, and violations of the Servicemembers Civil Relief Act.

Joe also has significant experience in multidistrict litigation proceedings. Recently, he served on the Plaintiffs' Executive Committee in *In Re: Blue Buffalo Company, Ltd. Marketing And Sales Practices Litigation*, MDL No. 2562, which resulted in a \$32 million consumer class settlement. Currently, he serves on the Plaintiffs' Steering Committee for Economic Reimbursement in *In Re: Valsartan Products Liability Litigation*, MDL No. 2875.

Joe is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan, as well as the United States Court of Appeals for the Second Circuit.

Joe graduated from Boston University School of Law in 2002 where he was a member of The Public Interest Law Journal. In 1998, Joe graduated with honors from Bucknell University.

**Selected Published Decisions:**

*Boelter v. Hearst Communications, Inc.*, 269 F. Supp. 3d 172 (S.D.N.Y. Sept. 7, 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

*Boelter v. Hearst Communications, Inc.*, 192 F. Supp. 3d 427 (S.D.N.Y. June 17, 2016), denying publisher's motion to dismiss its subscriber's allegations of state privacy law violations in putative class action.

*In re Scotts EZ Seed Litigation*, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

*Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

*In re Michaels Stores Pin Pad Litigation*, 830 F. Supp. 2d 518 (N.D. Ill. 2011), denying retailer's motion to dismiss its customers' state law consumer protection and privacy claims in data breach putative class action.

**Selected Class Settlements:**

*Edwards v. Mid-Hudson Valley Federal Credit Union*, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for \$2.2 million class settlement to resolve claims that an upstate New York credit union was unlawfully charging overdraft fees on accounts with sufficient funds.

*Edwards v. Hearst Communications, Inc.*, Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for \$50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast*, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for \$13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*In re Scotts EZ Seed Litigation*, Case No. 12-cv-4727-VB (S.D.N.Y. 2018) – final approval granted for \$47 million class settlement to resolve false advertising claims of purchasers of combination grass seed product.

*In Re: Blue Buffalo Marketing And Sales Practices Litigation*, Case No. 14-MD-2562-RWS (E.D. Mo. 2016) – final approval granted for \$32 million class settlement to resolve claims of pet owners for alleged false advertising of pet foods.



*Rodriguez v. Citimortgage, Inc.*, Case No. 11-cv-4718-PGG (S.D.N.Y. 2015) – final approval granted for \$38 million class settlement to resolve claims of military servicemembers for alleged foreclosure violations of the Servicemembers Civil Relief Act, where each class member was entitled to \$116,785 plus lost equity in the foreclosed property and interest thereon.

*O'Brien v. LG Electronics USA, Inc., et al.*, Case No. 10-cv-3733-DMC (D.N.J. 2011) – final approval granted for \$23 million class settlement to resolve claims of Energy Star refrigerator purchasers for alleged false advertising of the appliances' Energy Star qualification.

### **SARAH N. WESTCOT**

Sarah N. Westcot is the Managing Partner of Bursor & Fisher's Miami office. She focuses her practice on consumer class actions, complex business litigation, and mass torts.

She has represented clients in a wide array of civil litigation, and has substantial trial and appellate experience. Sarah served as trial counsel in *Ayyad v. Sprint Spectrum L.P.*, where Bursor & Fisher won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

Sarah also has significant experience in high-profile, multi-district litigations. She currently serves on the Plaintiffs' Steering Committee in *In re Zantac (Ranitidine) Products Liability Litigation*, MDL No. 2924 (S.D. Florida). She also serves on the Plaintiffs' Executive Committee in *In re Apple Inc. App Store Simulated Casino-Style Games Litigation*, MDL No. 2985 (N.D. Cal.) and *In Re: Google Play Store Simulated Casino-Style Games Litigation*, MDL No. 3001 (N.D. Cal.).

Sarah is admitted to the State Bars of California and Florida, and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the United States District Courts for the Southern and Middle Districts of Florida, and the bars of the United States Courts of Appeals for the Second, Eighth, and Ninth Circuits.

Sarah received her Juris Doctor from the University of Notre Dame Law School in 2009. During law school, she was a law clerk with the Cook County State's Attorney's Office in Chicago and the Santa Clara County District Attorney's Office in San Jose, CA, gaining early trial experience in both roles. She graduated with honors from the University of Florida in 2005.

Sarah is a member of The National Trial Lawyers Top 100 Civil Plaintiff Lawyers, and was selected to The National Trial Lawyers Top 40 Under 40 Civil Plaintiff Lawyers for 2022.

### **JOSHUA D. ARISOHN**

Joshua D. Arisohn is a Partner with Bursor & Fisher, P.A. Josh has litigated precedent-setting cases in the areas of consumer class actions and terrorism. He participated in the first ever trial to take place under the Anti-Terrorism Act, a statute that affords U.S. citizens the right to assert federal claims for injuries arising out of acts of international terrorism. Josh's practice continues to focus on terrorism-related matters as well as class actions.

Josh is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the District Court for the District of Columbia, and the United States Courts of Appeals for the Second and Ninth Circuits.

Josh previously practiced at Dewey & LeBoeuf LLP and DLA Piper LLP. He graduated from Columbia University School of Law in 2006, where he was a Harlan Fiske Stone Scholar, and received his B.A. from Cornell University in 2002. Josh has been honored as a 2015, 2016 and 2017 Super Lawyer Rising Star.

**Selected Published Decisions:**

*Fields v. Syrian Arab Republic*, Civil Case No. 18-1437 (RJL), entering a judgment of approximately \$850 million in favor of the family members of victims of terrorist attacks carried out by ISIS with the material support of Syria.

*Farwell v. Google LLC*, 2022 WL 1568361 (C.D. Ill. Mar. 31, 2022), denying social media defendant's motion to dismiss BIPA claims brought on behalf of Illinois school students using Google's Workspace for Education platform on laptop computers.

*Weiman v. Miami University*, Case No. 2020-00614JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Smith v. The Ohio State University*, Case No. 2020-00321JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Waitt v. Kent State University*, Case No. 2020-00392JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Duke v. Ohio University*, Case No. 2021-00036JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Keba v. Bowling Green State University*, Case No. 2020-00639JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Kirkbride v. The Kroger Co.*, Case No. 2:21-cv-00022-ALM-EPD, denying motion to dismiss claims based on the allegation that defendant overstated its usual and customary prices and thereby overcharged customers for generic drugs.

**Selected Class Settlements:**

*Morris v. SolarCity Corp.*, Case No. 3:15-cv-05107-RS (N.D. Cal.) - final approval granted for \$15 million class settlement to resolve claims under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 *et seq.*

*Marquez v. Google LLC*, Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – final approval granted for \$100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing in photos on the Google Photos platform.

**NEAL J. DECKANT**

Neal J. Deckant is a Partner with Bursor & Fisher, P.A., where he serves as the firm's Head of Information & e-Discovery. Neal focuses his practice on complex business litigation and consumer class actions. Prior to joining Bursor & Fisher, Neal counseled low-income homeowners facing foreclosure in East Boston.

Neal is admitted to the State Bars of California and New York, and is a member of the bars of the United States District Court for the Northern District of California, the United States District Court for the Eastern District of California, the United States District Court for the Central District of California, the United States District Court for the Southern District of California, the United States District Court for the Southern District of New York, the United States District Court for the Eastern District of New York, and the bars of the United States Courts of Appeals for the Second and Ninth Circuits.

Neal received his Juris Doctor from Boston University School of Law in 2011, graduating cum laude with two Dean’s Awards. During law school, Neal served as a Senior Articles Editor for the Review of Banking and Financial Law, where he authored two published articles about securitization reforms, both of which were cited by the New York Court of Appeals, the highest court in the state. Neal was also awarded Best Oral Argument in his moot court section, and he served as a Research Assistant for his Securities Regulation professor. Neal has also been honored as a 2014, 2015, 2016, and 2017 Super Lawyers Rising Star. In 2007, Neal graduated with Honors from Brown University with a dual major in East Asian Studies and Philosophy.

**Selected Published Decisions:**

*Martinelli v. Johnson & Johnson*, 2019 WL 1429653 (N.D. Cal. Mar. 29, 2019), granting class certification of false advertising and other claims brought by purchasers of Benecol spreads labeled with the representation “No Trans Fats.”

*Dzielak v. Whirlpool Corp.*, 2017 WL 6513347 (D.N.J. Dec. 20, 2017), granting class certification of consumer protection claims brought by purchasers of Maytag Centennial washing machines marked with the “Energy Star” logo.

*Duran v. Obesity Research Institute, LLC*, 204 Cal. Rptr. 3d 896 (Cal. Ct. App. 2016), reversing and remanding final approval of a class action settlement on appeal, regarding allegedly mislabeled dietary supplements, in connection with a meritorious objection.

*Marchuk v. Faruqi & Faruqi, LLP*, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting individual and law firm defendants' motion for judgment as a matter of law on plaintiff's claims for retaliation and defamation, as well as for all claims against law firm partners, Nadeem and Lubna Faruqi.

*Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

*Ebin v. Kangadis Food Inc.*, 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

#### **Selected Class Settlements:**

*In Re NVIDIA GTX 970 Graphics Chip Litigation*, Case No. 15-cv-00760-PJH (N.D. Cal. Dec. 7, 2016) – final approval granted for \$4.5 million class action settlement to resolve claims that a computer graphics card was allegedly sold with false and misleading representations concerning its specifications and performance.

*Hendricks v. StarKist Co.*, 2016 WL 5462423 (N.D. Cal. Sept. 29, 2016) – final approval granted for \$12 million class action settlement to resolve claims that 5-ounce cans of tuna were allegedly underfilled.

*In re: Kangadis Food Inc.*, Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014) – class action claims resolved for \$2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy, following claims that its olive oil was allegedly sold with false and misleading representations.

#### **Selected Publications:**

Neal Deckant, *X. Reforms of Collateralized Debt Obligations: Enforcement, Accounting and Regulatory Proposals*, 29 Rev. Banking & Fin. L. 79 (2009) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014)).

Neal Deckant, *Criticisms of Collateralized Debt Obligations in the Wake of the Goldman Sachs Scandal*, 30 Rev. Banking & Fin. L. 407 (2010) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014); *Lyon Village Venetia, LLC v. CSE Mortgage LLC*, 2016 WL 476694, at \*1 n.1 (Md. Ct. Spec. App. Feb. 4, 2016); Ivan Ascher, *Portfolio Society: On the Capitalist Mode of Prediction*, at 141, 153, 175 (Zone Books / The MIT Press 2016); Devon J. Steinmeyer, *Does State National Bank of Big Spring v. Geithner Stand a Fighting Chance?*, 89 Chi.-Kent. L. Rev. 471, 473 n.13 (2014)).

**YITZCHAK KOPEL**

Yitzchak Kopel is a Partner with Bursor & Fisher, P.A. Yitz focuses his practice on consumer class actions and complex business litigation. He has represented corporate and individual clients before federal and state courts, as well as in arbitration proceedings.

Yitz has substantial experience in successfully litigating and resolving consumer class actions involving claims of consumer fraud, data breaches, and violations of the telephone consumer protection act. Since 2014, Yitz has obtained class certification on behalf of his clients five times, three of which were certified as nationwide class actions. Bursor & Fisher was appointed as class counsel to represent the certified classes in each of the cases.

Yitz is admitted to the State Bars of New York and New Jersey, the bar of the United States Court of Appeals for the Second, Eleventh, and Ninth Circuits, and the bars of the United States District Courts for the Southern District of New York, Eastern District of New York, Eastern District of Missouri, Eastern District of Wisconsin, Northern District of Illinois, and District of New Jersey.

Yitz received his Juris Doctorate from Brooklyn Law School in 2012, graduating *cum laude* with two Dean's Awards. During law school, Yitz served as an Articles Editor for the Brooklyn Law Review and worked as a Law Clerk at Shearman & Sterling. In 2009, Yitz graduated *cum laude* from Queens College with a B.A. in Accounting.

**Selected Published Decisions:**

*Bassaw v. United Industries Corp.*, 482 F.Supp.3d 80, 2020 WL 5117916 (S.D.N.Y. Aug. 31, 2020), denying motion to dismiss claims in putative class action concerning insect foggers.

*Poppiti v. United Industries Corp.*, 2020 WL 1433642 (E.D. Mo. Mar. 24, 2020), denying motion to dismiss claims in putative class action concerning citronella candles.

*Bakov v. Consolidated World Travel, Inc.*, 2019 WL 6699188 (N.D. Ill. Dec. 9, 2019), granting summary judgment on behalf of certified class in robocall class action.

*Krumm v. Kittrich Corp.*, 2019 WL 6876059 (E.D. Mo. Dec. 17, 2019), denying motion to dismiss claims in putative class action concerning mosquito repellent.

*Crespo v. S.C. Johnson & Son, Inc.*, 394 F. Supp. 3d 260 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding Raid insect fogger.

*Bakov v. Consolidated World Travel, Inc.*, 2019 WL 1294659 (N.D. Ill. Mar. 21, 2019), certifying a class of persons who received robocalls in the state of Illinois.

*Bourbia v. S.C. Johnson & Son, Inc.*, 375 F. Supp. 3d 454 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding mosquito repellent.

*Hart v. BHH, LLC*, 323 F. Supp. 3d 560 (S.D.N.Y. 2018), denying defendants' motion for summary judgment in certified class action involving the sale of ultrasonic pest repellers.

*Hart v. BHH, LLC*, 2018 WL 3471813 (S.D.N.Y. July 19, 2018), denying defendants' motion to exclude plaintiffs' expert in certified class action involving the sale of ultrasonic pest repellers.

*Penrose v. Buffalo Trace Distillery, Inc.*, 2018 WL 2334983 (E.D. Mo. Feb. 5, 2018), denying bourbon producers' motion to dismiss fraud and consumer protection claims in putative class action.

*West v. California Service Bureau, Inc.*, 323 F.R.D. 295 (N.D. Cal. 2017), certifying a nationwide class of "wrong-number" robocall recipients.

*Hart v. BHH, LLC*, 2017 WL 2912519 (S.D.N.Y. July 7, 2017), certifying nationwide class of purchasers of ultrasonic pest repellers.

*Browning v. Unilever United States, Inc.*, 2017 WL 7660643 (C.D. Cal. Apr. 26, 2017), denying motion to dismiss fraud and warranty claims in putative class action concerning facial scrub product.

*Brenner v. Procter & Gamble Co.*, 2016 WL 8192946 (C.D. Cal. Oct. 20, 2016), denying motion to dismiss warranty and consumer protection claims in putative class action concerning baby wipes.

*Hewlett v. Consolidated World Travel, Inc.*, 2016 WL 4466536 (E.D. Cal. Aug. 23, 2016), denying telemarketer's motion to dismiss TCPA claims in putative class action.

*Bailey v. KIND, LLC*, 2016 WL 3456981 (C.D. Cal. June 16, 2016), denying motion to dismiss fraud and warranty claims in putative class action concerning snack bars.

*Hart v. BHH, LLC*, 2016 WL 2642228 (S.D.N.Y. May 5, 2016) denying motion to dismiss warranty and consumer protection claims in putative class action concerning ultrasonic pest repellers.

*Marchuk v. Faruqi & Faruqi, LLP, et al.*, 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting clients' motion for judgment as a matter of law on claims for retaliation and defamation in employment action.

*In re Scotts EZ Seed Litigation*, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

*Brady v. Basic Research, L.L.C.*, 101 F. Supp. 3d 217 (E.D.N.Y. 2015), denying diet pill manufacturers' motion to dismiss its purchasers' allegations for breach of express warranty in putative class action.



*Ward v. TheLadders.com, Inc.*, 3 F. Supp. 3d 151 (S.D.N.Y. 2014), denying online job board's motion to dismiss its subscribers' allegations of consumer protection law violations in putative class action.

*Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

*Ebin v. Kangadis Food Inc.*, 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

**Selected Class Settlements:**

*Hart v. BHH, LLC*, Case No. 1:15-cv-04804 (S.D.N.Y. Sept. 22, 2020), resolving class action claims regarding ultrasonic pest repellers.

*In re: Kangadis Food Inc.*, Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014), resolving class action claims for \$2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy following the certification of nationwide claims alleging that its olive oil was sold with false and misleading representations.

*West v. California Service Bureau*, Case No. 4:16-cv-03124-YGR (N.D. Cal. Jan. 23, 2019), resolving class action claims against debt-collector for wrong-number robocalls for \$4.1 million.

**PHILIP L. FRAIETTA**

Philip L. Fraietta is a Partner with Bursor & Fisher, P.A. Phil focuses his practice on data privacy, complex business litigation, consumer class actions, and employment law disputes. Phil has been named a "Rising Star" in the New York Metro Area by Super Lawyers® every year since 2019.

Phil has significant experience in litigating consumer class actions, particularly those involving privacy claims under statutes such as the Michigan Preservation of Personal Privacy Act, the Illinois Biometric Information Privacy Act, and Right of Publicity statutes. Since 2016, Phil has recovered over \$100 million for class members in privacy class action settlements. In addition to privacy claims, Phil has significant experience in litigating and settling class action claims involving false or misleading advertising.

Phil is admitted to the State Bars of New York, New Jersey, Illinois, Michigan, and California, the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Western District of New York, the Northern District of New York, the District of New Jersey, the Eastern District of Michigan, the Western District of Michigan, the Northern District of Illinois, the Central District of Illinois, and the United States Court of Appeals for the Second, Third, and Ninth Circuits. Phil was a Summer Associate with Bursor & Fisher prior to joining the firm.

Phil received his Juris Doctor from Fordham University School of Law in 2014, graduating cum laude. During law school, Phil served as an Articles & Notes Editor for the Fordham Law Review, and published two articles. In 2011, Phil graduated cum laude from Fordham University with a B.A. in Economics.

**Selected Published Decisions:**

*Fischer v. Instant Checkmate LLC*, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022), certifying class of Illinois residents for alleged violations of Illinois' Right of Publicity Act by background reporting website.

*Kolebuck-Utz v. Whitepages Inc.*, 2021 WL 157219 (W.D. Wash. Apr. 22, 2021), denying defendant's motion to dismiss for alleged violations of Ohio's Right to Publicity Law.

*Bergeron v. Rochester Institute of Technology*, 2020 WL 7486682 (W.D.N.Y. Dec. 18, 2020), denying university's motion to dismiss for failure to refund tuition and fees for the Spring 2020 semester in light of the COVID-19 pandemic.

*Porter v. NBTY, Inc.*, 2019 WL 5694312 (N.D. Ill. Nov. 4, 2019), denying supplement manufacturer's motion for summary judgment on consumers' allegations of false advertising relating to whey protein content.

*Boelter v. Hearst Communications, Inc.*, 269 F. Supp. 3d 172 (S.D.N.Y. 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

**Selected Class Settlements:**

*Edwards v. Hearst Communications, Inc.*, Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for \$50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Ruppel v. Consumers Union of United States, Inc.*, Case No. 16-cv-02444-KMK (S.D.N.Y. 2018) – final approval granted for \$16.375 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast*, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for \$13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Benbow v. SmileDirectClub, LLC*, Case No. 2020-CH-07269 (Cir. Ct. Cook Cnty. 2021) – final approval granted for \$11.5 million class settlement to resolve claims for alleged TCPA violations.

*Gregorio v. Premier Nutrition Corp.*, Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for \$9 million class settlement to resolve claims of protein shake purchasers for alleged false advertising.



*Taylor v. Trusted Media Brands, Inc.*, Case No. 16-cv-01812-KMK (S.D.N.Y. 2018) – final approval granted for \$8.225 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Moeller v. American Media, Inc.*, Case No. 16-cv-11367-JEL (E.D. Mich. 2017) – final approval granted for \$7.6 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Rocchio v. Rutgers, The State University of New Jersey*, Case No. MID-L-003039-20 (Sup. Ct. Middlesex Cnty. 2022) – final approval granted for \$5 million class settlement to resolve claims for failure to refund mandatory fees for the Spring 2020 semester in light of the COVID-19 pandemic.

*Heigl v. Waste Management of New York, LLC*, Case No. 19-cv-05487-WFK-ST (E.D.N.Y. 2021) – final approval granted for \$2.7 million class settlement to resolve claims for charging allegedly unlawful fees pertaining to paper billing.

*Frederick v. Examsoft Worldwide, Inc.*, Case No. 2021L001116 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for \$2.25 million class settlement to resolve claims for alleged BIPA violations.

### **ALEC M. LESLIE**

Alec Leslie is a Partner with Bursor & Fisher, P.A. He focuses his practice on consumer class actions, employment law disputes, and complex business litigation.

Alec is admitted to the State Bar of New York and is a member of the bar of the United States District Courts for the Southern and Eastern Districts of New York. Alec was a Summer Associate with Bursor & Fisher prior to joining the firm.

Alec received his Juris Doctor from Brooklyn Law School in 2016, graduating *cum laude*. During law school, Alec served as an Articles Editor for Brooklyn Law Review. In addition, Alec served as an intern to the Honorable James C. Francis for the Southern District of New York and the Honorable Vincent Del Giudice, Supreme Court, Kings County. Alec graduated from the University of Colorado with a B.A. in Philosophy in 2012.

### **Selected Class Settlements:**

*Gregorio v. Premier Nutrition Corp.*, Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for class settlement to resolve claims of protein shake purchasers for alleged false advertising.

*Wright v. Southern New Hampshire Univ.*, Case No. 1:20-cv-00609-LM (D.N.H. 2021) – final approval granted for class settlement to resolve claims over COVID-19 tuition and fee refunds to students.

*Mendoza et al. v. United Industries Corp.*, Case No. 21PH-CV00670 (Phelps Cnty. Mo. 2021) – final approval granted for class settlement to resolve false advertising claims on insect repellent products.

*Kaupelis v. Harbor Freight Tools USA, Inc.*, Case No. 8:19-cv-01203-JVS-DFM (C.D. Cal. 2021) – final approval granted for class settlement involving allegedly defective and dangerous chainsaws.

*Rocchio v. Rutgers Univ.*, Case No. MID-L-003039-20 (Middlesex Cnty. N.J. 2021) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

*Malone v. Western Digital Corporation*, Case No. 5:20-cv-03584-NC (N.D. Cal.) – final approval granted for class settlement to resolve false advertising claims on hard drive products.

*Frederick et al. v. ExamSoft Worldwide, Inc.*, Case No. 2021L001116 (DuPage Cnty. Ill. 2021) – final approval granted for class settlement to resolve claims over alleged BIPA violations with respect to exam proctoring software.

*D’Amario et al. v. Univ. of Tampa*, Case No. 7:20-cv-07344 (S.D.N.Y. 2022) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

*Olin et al. v. Meta Platforms, Inc.*, Case No. 3:18-cv-01881-RS (N.D. Cal. 2022) – final approval granted for class settlement involving invasion of privacy claims.

*Croft v. SpinX Games et al.*, Case No. 2:20-cv-01310-RSM (W.D. Wash. 2022) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

*Armstead v. VGW Malta Ltd. et al.*, Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

*Barbieri v. Tailored Brands, Inc.*, Index No. 616696/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

*Metzner et al. v. Quinnipiac Univ.*, Case No. 3:20-cv-00784 (D. Conn.) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

*In re GE/Canon Data Breach*, Case No. 1:20-cv-02903 (S.D.N.Y.) – final approval granted for class settlement to resolve data breach claims.

*Davis v. Urban Outfitters, Inc.*, Index No. 612162/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

*Armstead v. VGW Malta LTD et al.*, Civil Action No. 22-CI-00553 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

*Casler et al. v. Mclane Company, Inc. et al.*, Index No. 616432/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

*Wyland v. Woopla, Inc.*, Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

*Graziano et al. v. Lego Systems, Inc.*, Index No. 611615/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

*Lipsky et al. v. American Behavioral Research Institute, LLC*, Case No. 50-2023-CA-011526-XXXX-MB (Palm Beach Cnty. Fl.) – final approval granted to resolve allegedly deceptive automatic renewal and product efficacy claims.

*Whiting v. Yellow Social Interactive Ltd.*, Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

#### **STEPHEN BECK**

Stephen is an Associate with Bursor & Fisher, P.A. Stephen focuses his practice on complex civil litigation and class actions.

Stephen is admitted to the State Bar of Florida and is a member of the bars of the United States District Courts for the Southern and Middle Districts of Florida, the Eastern District of Missouri, and the Northern District of Illinois.

Stephen received his Juris Doctor from the University of Miami School of Law in 2018. During law school, Stephen received an Honors distinction in the Litigation Skills Program and was awarded the Honorable Theodore Klein Memorial Scholarship for excellence in written and oral advocacy. Stephen also received the CALI Award in Legislation for earning the highest grade on the final examination. Stephen graduated from the University of North Florida with a B.A. in Philosophy in 2015.

#### **STEFAN BOGDANOVICH**

Stefan Bogdanovich is an Associate with Bursor & Fisher, P.A. Stefan litigates complex civil and class actions typically involving privacy, intellectual property, entertainment, and false advertising law.

Prior to working at Bursor & Fisher, Stefan practiced at two national law firms in Los Angeles. He helped represent various companies in false advertising and IP infringement cases, media companies in defamation cases, and motion picture producers in royalty disputes. He also advised corporations and public figures on complying with various privacy and advertising laws and regulations.

Stefan is admitted to the State Bar of California and all of the California Federal District Courts. He is also a Certified Information Privacy Professional.

Stefan received his Juris Doctor from the University of Southern California Gould School of Law in 2018, where he was a member of the Hale Moot Court Honors Program and the Trial Team. He received the highest grade in his class in three subjects, including First Amendment Law.

### **BRITTANY SCOTT**

Brittany Scott is an Associate with Bursor & Fisher, P.A. Brittany focuses her practice on data privacy, complex civil litigation, and consumer class actions. Brittany was an intern with Bursor & Fisher prior to joining the firm.

Brittany has substantial experience litigating consumer class actions, including those involving data privacy claims under statutes such as the Illinois Biometric Information Privacy Act, the Fair Credit Reporting Act, and the Michigan Preservation of Personal Privacy Act. In addition to data privacy claims, Brittany has significant experience in litigating class action claims involving false and misleading advertising.

Brittany is admitted the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the Eastern District of Wisconsin, the Northern District of Illinois, the Ninth Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and Second Circuit Court of Appeals.

Brittany received her Juris Doctor from the University of California, Hastings College of the Law in 2019, graduating cum laude. During law school, Brittany was a member of the Constitutional Law Quarterly, for which she was the Executive Notes Editor. Brittany published a note in the Constitutional Law Quarterly entitled “Waiving Goodbye to First Amendment Protections: First Amendment Waiver by Contract.” Brittany also served as a judicial extern to the Honorable Andrew Y.S. Cheng for the San Francisco Superior Court. In 2016, Brittany graduated from the University of California Berkeley with a B.A. in Political Science.

### **Selected Class Settlements:**

*Morrissey v. Tula Life, Inc.*, Case No. 2021L0000646 (Cir. Ct. DuPage Cnty. 2021) – final approval granted for \$4 million class settlement to resolve claims of cosmetics purchasers for alleged false advertising.

*Clarke et al. v. Lemonade Inc.*, Case No. 2022LA000308 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for \$4 million class settlement to resolve claims for alleged BIPA violations.

*Whitlock v. Jabil Inc.*, Case No. 2021CH00626 (Cir. Ct. Cook Cnty. 2022) – final approval granted for \$995,000 class settlement to resolve claims for alleged BIPA violations.

### **MAX S. ROBERTS**

Max Roberts is an Associate in Bursor & Fisher’s New York office. Max focuses his practice on class actions concerning data privacy and consumer protection. Max was a Summer Associate with Bursor & Fisher prior to joining the firm and is now Co-Chair of the firm’s Appellate Practice Group.

In 2023, Max was named “Rising Star” in the New York Metro Area by Super Lawyers®.

Max received his Juris Doctor from Fordham University School of Law in 2019, graduating *cum laude*. During law school, Max was a member of Fordham’s Moot Court Board, the Brennan Moore Trial Advocates, and the Fordham Urban Law Journal, for which he published a note entitled [\*Weaning Drug Manufacturers Off Their Painkiller: Creating an Exception to the Learned Intermediary Doctrine in Light of the Opioid Crisis\*](#). In addition, Max served as an intern to the Honorable Vincent L. Briccetti of the Southern District of New York and the Fordham Criminal Defense Clinic. Max graduated from Johns Hopkins University in 2015 with a B.A. in Political Science.

Outside of the law, Max is an avid triathlete.

### **Selected Published Decisions:**

*Jackson v. Amazon.com, Inc.*, 65 F.4th 1093 (9th Cir. 2023), affirming district court’s denial of motion to compel arbitration. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

*Javier v. Assurance IQ, LLC*, 2022 WL 1744107 (9th Cir. May 31, 2022), reversing district court and holding that Section 631 of the California Invasion of Privacy Act requires prior consent to wiretapping. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

*Mora v. J&M Plating, Inc.*, 213 N.E.3d 942 (Ill. App. Ct. 2d Dist. 2022), reversing circuit court and holding that Section 15(a) of Illinois’ Biometric Information Privacy Act requires an entity to establish a retention and deletion schedule for biometric data at the first moment of possession. Max personally argued the appeal before the Second District, which can be listened to [here](#).

*James v. Walt Disney Co.*, --- F. Supp. 3d ---, 2023 WL 7392285 (N.D. Cal. Nov. 8, 2023), largely denying motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

*Yockey v. Salesforce, Inc.*, 2023 WL 5519323 (N.D. Cal. Aug. 25, 2023), denying in part motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

*Cristostomo v. New Balance Athletics, Inc.*, 647 F. Supp. 3d 1 (D. Mass. 2022), denying motion to dismiss and motion to strike class allegations in case involving sneakers marketed as “Made in

the USA.”

*Carroll v. Myriad Genetics, Inc.*, 2022 WL 16860013 (N.D. Cal. Nov. 9, 2022), denying in part motion to dismiss in case involving non-invasive prenatal testing product.

*Louth v. NFL Enterprises LLC*, 2022 WL 4130866 (D.R.I. Sept. 12, 2022), denying motion to dismiss alleged violations of the Video Privacy Protection Act.

*Soo v. Lorex Corp.*, 2020 WL 5408117 (N.D. Cal. Sept. 9, 2020), denying defendants’ motion to compel arbitration and denying in part motion dismiss consumer protection claims in putative class action concerning security cameras.

### **Selected Class Settlements:**

*Sholopa v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines)*, Case No. 1:20-cv-3294-ALC (S.D.N.Y. 2023) – final approval granted for \$14.1 million class settlement to resolve claims of passengers whose flights with Turkish Airlines were cancelled due to COVID-19 and who did not receive refunds.

*Payero v. Mattress Firm, Inc.*, Case No. 7:21-cv-3061-VB (S.D.N.Y. 2023) – final approval granted for \$4.9 million class settlement to resolve claims of consumers who purchased allegedly defective bed frames.

*Miranda v. Golden Entertainment (NV), Inc.*, Case No. 2:20-cv-534-AT (D. Nev. 2021) – final approval granted for class settlement valued at over \$4.5 million to resolve claims of customers and employees of casino company stemming from data breach.

*Malone v. Western Digital Corp.*, Case No. 5:20-cv-3584-NC (N.D. Cal. 2021) – final approval granted for class settlement valued at \$5.7 million to resolve claims of hard drive purchasers for alleged false advertised.

*Frederick v. ExamSoft Worldwide, Inc.*, Case No. 2021-L-001116 (18th Judicial Circuit Court DuPage County, Illinois 2021) – final approval granted for \$2.25 million class settlement to resolve claims of Illinois students for alleged violations of the Illinois Biometric Information Privacy Act.

### **Bar Admissions**

- New York State
- Southern District of New York
- Eastern District of New York
- Northern District of New York
- Northern District of Illinois
- Central District of Illinois
- Eastern District of Michigan
- District of Colorado
- Third Circuit Court of appeals



- Seventh Circuit Court of Appeals
- Ninth Circuit Court of Appeals

### **JULIA K. VENDITTI**

Julia Venditti is an Associate with Bursor & Fisher, P.A. Julia focuses her practice on complex civil litigation and class actions. Julia was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julia is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Julia received her Juris Doctor in 2020 from the University of California, Hastings College of the Law, where she graduated *cum laude* with two CALI Awards for the highest grade in her Evidence and California Community Property classes. During law school, Julia was a member of the UC Hastings Moot Court team and competed at the Evans Constitutional Law Moot Court Competition, where she finished as a national quarterfinalist and received a best brief award. Julia was also inducted into the UC Hastings Honors Society and was awarded Best Brief and an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. In addition, Julia served as a Research Assistant for her Constitutional Law professor, as a Teaching Assistant for Legal Writing & Research, and as a Law Clerk at the San Francisco Public Defender's Office. In 2017, Julia graduated *magna cum laude* from Baruch College/CUNY, Weissman School of Arts and Sciences, with a B.A. in Political Science.

### **JULIAN DIAMOND**

Julian Diamond is an Associate with Bursor & Fisher, P.A. Julian focuses his practice on privacy law and class actions. Julian was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julian received his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Stone Scholar. During law school, Julian was Articles Editor for the Columbia Journal of Environmental Law. Prior to law school, Julian worked in education. Julian graduated from California State University, Fullerton with a B.A. in History and a single subject social science teaching credential.

### **MATTHEW GIRARDI**

Matt Girardi is an Associate with Bursor & Fisher, P.A. Matt focuses his practice on complex civil litigation and class actions, and has focused specifically on consumer class actions involving product defects, financial misconduct, false advertising, and privacy violations. Matt was a Summer Associate with Bursor & Fisher prior to joining the firm.

Matt is admitted to the State Bar of New York, and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan

Matt received his Juris Doctor from Columbia Law School in 2020, where he was a Harlan Fiske Stone Scholar. During law school, Matt was the Commentary Editor for the Columbia Journal of Tax Law, and represented fledgling businesses for Columbia's Entrepreneurship and Community Development Clinic. In addition, Matt worked as an Honors Intern in the Division of Enforcement at the U.S. Securities and Exchange Commission. Prior to law school, Matt graduated from Brown University in 2016 with a B.A. in Economics, and worked as a Paralegal Specialist at the U.S. Department of Justice in the Antitrust Division.

### **JENNA GAVENMAN**

Jenna Gavenman is an Associate with Bursor & Fisher, P.A. Jenna focuses her practice on complex civil litigation and consumer class actions. Jenna was a Summer Associate and a part-time intern with Bursor & Fisher prior to joining the firm as a full-time Associate in September 2022.

Jenna is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Jenna received her Juris Doctor in 2022 from the University of California, Hastings College of the Law (now named UC Law SF). During law school, she was awarded an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. Jenna also participated in both the Medical Legal Partnership for Seniors (MLPS) and the Lawyering for Children Practicum at Legal Services for Children—two of UC Hastings's nationally renowned clinical programs. Jenna was awarded the Clinic Award for Outstanding Performance in MLPS for her contributions to the clinic. In addition, Jenna volunteered with her law school's Legal Advice and Referral Clinic and as a LevelBar Mentor.

In 2018, Jenna graduated *cum laude* from Villanova University with a B.A. in Sociology and Spanish (double major). Jenna was a Division I athlete, competing on the Villanova Women's Water Polo varsity team for four consecutive years.

### **EMILY HORNE**

Emily Horne is an Associate with Bursor & Fisher, P.A. Emily focuses her practice on complex civil litigation and consumer class actions. Emily was a Summer Associate with Bursor & Fisher prior to joining the firm.

Emily is admitted to the State Bar of California.

Emily received her Juris Doctor from the University of California, Hastings College of the Law in 2022 (now UC, Law SF). During law school, Emily served as Editor-in-Chief for the UC Hastings Communications and Entertainment Law Journal, and she competed on the Moot Court team. Emily also served as a judicial extern in the Northern District of California and as a Teaching Assistant for Legal Writing & Research. In 2015, Emily graduated from Scripps College with a B.A. in Sociology.



**IRA ROSENBERG**

Ira Rosenberg is an Associate with Bursor & Fisher, P.A. Ira focuses his practice on complex civil litigation and class actions.

Ira received his Juris Doctor in 2022 from Columbia Law School. During law school, Ira served as a Student Honors Legal Intern with Division of Enforcement at the U.S. Securities and Exchange Commission. Ira also interned during law school in the Criminal Division at the United States Attorney's Office for the Southern District of New York and with the Investor Protection Bureau at the Office of the New York State Attorney General. Ira graduated in 2018 from Beth Medrash Govoha with a B.A. in Talmudic Studies.

**LUKE SIRONSKI-WHITE**

Luke Sironski-White is an Associate with Bursor & Fisher, P.A., focusing on complex civil litigation and consumer class actions. Luke joined the firm as a full-time Associate in August 2022.

Luke is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Luke received his Juris Doctor in 2022 from the University of California, Berkeley School of Law. During law school, Luke was on the board of the Consumer Advocacy and Protection Society (CAPS), edited for the Berkeley Journal of Employment and Labor Law, and volunteered with the Prisoner Advocacy Network.

In 2017, Luke graduated from the University of Chicago with a B.A. in Anthropology. Before entering the field of law Luke was a professional photographer and filmmaker.

**JONATHAN L. WOLLOCH**

Jonathan L. Wolloch is an Associate with Bursor & Fisher, P.A. Jonathan focuses his practice on complex civil litigation and class actions. Jonathan was a Summer Associate with Bursor & Fisher prior to joining the firm.

Jonathan is admitted to the State Bar of Florida and the bars of the United States District Courts for the Southern and Middle Districts of Florida.

Jonathan received his Juris Doctor from the University of Miami School of Law in 2022, graduating magna cum laude. During law school, Jonathan served as a judicial intern to the Honorable Beth Bloom for the Southern District of Florida. He received two CALI Awards for earning the highest grade in his Trusts & Estates and Substantive Criminal Law courses, and he was elected to the Order of the Coif. Jonathan was also selected for participation in a semester long externship at the Florida Supreme Court, where he served as a judicial extern to the Honorable John D. Couriel. In 2018, Jonathan graduated from the University of Michigan with a B.A. in Political Science.

**INES DIAZ**

Ines Diaz is an Associate with Bursor & Fisher, P.A. Ines focuses her practice on complex civil litigation and class actions.

Ines is admitted to the State Bar of California.

Ines received her Juris Doctor in 2023 from the University of California, Berkeley School of Law. During law school, Ines served as an Executive Editor of the California Law Review. She also served as an intern with the East Bay Community Law Center's Immigration Clinic and as a Fellow of the Berkeley Law Academic Skills Program. Additionally, Ines served as an instructor with the University of California, Berkeley Extension, Legal Studies Global Access Program where she taught legal writing to international law students. In 2021, Ines was selected for a summer externship at the California Supreme Court where she served as a judicial extern for the Honorable Mariano-Florentino Cuéllar.

**CAROLINE C. DONOVAN**

Caroline C. Donovan is an Associate with Bursor & Fisher, P.A. Caroline focuses her practice on complex civil litigation, data protection, mass arbitration, and class actions. Caroline interned with Bursor & Fisher during her third year of law school before joining full time in Fall 2023.

Caroline is admitted to the State Bar of New York.

Caroline received her Juris Doctor in 2023 from Brooklyn Law School. During law school, Caroline was a member of the Moot Court Honor Society Trial Division, where she was chosen to serve as a National Team Member. Caroline competed and coached in numerous competitions across the country, and placed second at regionals in AAJ's national competition in both her second and third year of law school. Caroline was also the President of the Art Law Association, and the Treasurer of the Labor and Employment Law Association.

During law school, Caroline was a judicial intern for Judge Kenneth W. Chu of the National Labor Relations Board. She also interned at the United States Attorney's Office in the Eastern District of New York, as well as a securities class action firm.

**JOSHUA B. GLATT**

Joshua Glatt is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation and consumer class actions. Joshua was a Summer Associate with Bursor & Fisher prior to joining the firm as an Associate.

Joshua earned his Juris Doctor from the University of California College of the Law, San Francisco (formerly U.C. Hastings). While there, he received a CALI Award for earning the highest grade in Constitutional Law II and served on the executive boards of the Jewish Law Students Association and the American Constitution Society. Prior to law school, Joshua graduated *summa cum laude* from the Walter Cronkite School of Journalism and Mass

Communication at Arizona State University in 2016 and earned a master's degree from the University of Southern California in 2018.

### **JOSHUA R. WILNER**

Joshua Wilner is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation, data privacy, consumer protection, and class actions. Joshua was a Summer Associate at Bursor & Fisher prior to joining the firm full time in Fall 2023.

Joshua is admitted to the State Bar of California.

Joshua received his Juris Doctor in 2023 from Berkeley Law. During law school, he received the American Jurisprudence Award for Constitutional Law.

During law school, Joshua served on the board of the Berkeley Journal of Employment and Labor Law. Joshua also interned at Disability Rights California, Legal Aid at Work, and a private firm that worked closely with the ACLU of Northern California to enforce the California Racial Justice Act. In 2022 and 2023, Joshua worked as a research assistant for Professor Abbye Atkinson.

### **VICTORIA ZHOU**

Victoria Zhou is an Associate in Bursor & Fisher's New York office. Victoria focuses her practice on class actions concerning data privacy and consumer protection.

Victoria is admitted to the State Bar of New York.

Victoria received her Juris Doctor from Fordham Law School in 2023. During law school, Victoria served as an Associate Editor of the Moot Court Board and competed in multiple mock trial competitions as a member of the Brendan Moore Trial Advocates. In addition, Victoria served as a judicial extern to Chief Judge Mark A. Barnett of the United States Court of International Trade. In 2019, Victoria graduated *magna cum laude* from Fei Tian College with a B.F.A. in Classical Dance.

### **KYLE D. GORDON**

Kyle Gordon is an Associate with Bursor & Fisher, P.A. Kyle focuses his practice on class actions concerning data privacy and consumer protection. Kyle was a Summer Associate with Bursor & Fisher prior to joining the firm.

Kyle is admitted to the State Bar of New York.

Kyle received his Juris Doctor from Columbia Law School in 2023, where he was a Harlan Fiske Stone Scholar. During law school, Kyle was a Staff Editor for the Columbia Science and Technology Law Review. In 2020, Kyle graduated *summa cum laude* from New York University with a B.A. in Politics and became a member of Phi Beta Kappa. Prior to law school, Kyle interned in the Clerk's Office of the United States District Court for the District of Columbia.