

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,**

Plaintiffs,

v.

**PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,**

Defendants.

Case No. 2:21-CV-02157-HB

**PLAINTIFFS' UNOPPOSED MOTION AND INCORPORATED
MEMORANDUM OF LAW FOR PRELIMINARY APPROVAL
OF SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS**

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	FACTUAL AND PROCEDURAL BACKGROUND.....	1
	A. Background	1
	B. Motion Practice.....	2
	C. Discovery and the Parties’ Settlement Efforts	3
III.	SUMMARY OF THE PROPOSED SETTLEMENT TERMS	4
	A. The Proposed Settlement Class.....	4
	B. Benefits to the Class.....	4
	C. Notice and Administration	5
	D. Service Awards to the Class Representatives and Attorneys’ Fees and Costs ...	6
	E. Release of Claims	6
	F. Notice and Proposed Schedule of Events	7
IV.	ARGUMENT	8
	A. The Court Should Certify the Settlement Class	8
	1. The Proposed Settlement Class Satisfies the Requirements of Rule 23(a)	8
	2. The Requirements for Certification Under Rule 23(b)(1) Are Met	11
	a. Class certification under Rule 23(b)(1)(A) is appropriate	12
	b. Class certification under Rule 23(b)(1)(B) is appropriate	12
	B. The Court Should Grant Preliminary Approval of the Settlement Because it is Fair, Reasonable and Adequate	14
	1. The Standards for Preliminary Approval.....	14

- 2. The Settlement Class is the Result of Good Faith, Arm’s Length Negotiations by Well-Informed and Experienced Counsel 16
- 3. The Complexity, Expense and Likely Duration of the Litigation 16
- 4. The Stage of the Proceedings and the Amount of Discovery Completed..... 18
- 5. The Risks of Establishing Liability, Damages and Maintaning the Class Action Through Trial 18
- 6. The Ability of the Defendants to Withstand a Greater Judgment..... 19
- 7. The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and the Attendants Risks of Litigation..... 20
- 8. The Effectiveness of the Proposed Method of Distributing Reliev 22
- 9. The Terms of the Proposed Aware of Attorneys’ Fees..... 23
- 10. The Proposal Treats Members Equitably Relative to Each Other 23
- C. The Court Should Approve the Notice Plan and Schedule a Fairness Hearing 24
- V. CONCLUSION..... 25

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Alday v. Raytheon Co.</i> , 619 F. Supp. 2d 726 (D. Ariz. 2008)	12
<i>Amchem Prod., Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	11
<i>In re Baby Products Antitrust Litig.</i> , 708 F.3d 163 (3d Cir. 2013).....	25
<i>In re Cendant Corp. Litig.</i> , 264 F.3d 201 (3d Cir. 2001).....	19
<i>Chao v. Hall Holding Co, Inc.</i> , 285 F.3d 415 (6th Cir. 2002)	21
<i>In re CIGNA Corp. Sec. Litig.</i> , 2007 WL 2071898 (E.D. Pa. July 13, 2007).....	16
<i>In re Diet Drugs Prod. Liab. Litig.</i> , 2010 WL 2735414 (E.D. Pa. July 2, 2010).....	19
<i>DiFelice v. U.S. Airways, Inc.</i> , 235 F.R.D. 70 (E.D. Va. 2006)	14
<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156 (1974).....	25
<i>Feret v. Corestates Fin. Corp.</i> , 1998 WL 512933 (E.D. Pa. Aug. 18, 1998)	12
<i>Gamache v. Hogue</i> , 338 F.R.D. 275 (M.D. Ga. 2021).....	12, 13, 14
<i>Gates v. Rohm & Haas Co.</i> , 248 F.R.D. 434 (E.D. Pa. 2008).....	16, 18
<i>In re Gen. Motors Corp. Pick-Up Truck Fuel Litig.</i> , 55 F.3d 768 (3d Cir. 1995).....	19
<i>Girsh v. Jepson</i> , 521 F.2d 153 (3d Cir. 1975).....	<i>passim</i>

Halley v. Honeywell Int'l, Inc.,
861 F.3d 481 (3d Cir. 2017).....14

Hoschstadt v. Boston Sciences Corp.,
708 F. Supp. 2d 95, 108–09 (D. Mass. 2010)22

Huffman v. Prudential Ins. Co. of Am.,
2019 WL 1499475 (E.D. Pa. Apr. 5, 2019)15

In re Ikon Office Solutions, Inc.,
191 F.R.D. 457 (E.D. Pa. 2000).....14

Kanawi v. Bechtel Corp.,
254 F.R.D. 102 (N.D. Cal. 2008).....12

Kindle v. Dejana,
315 F.R.D. 7 (E.D.N.Y. 2016)9

Larson v. AT&T Mobility LLC,
687 F.3d 109 (3d Cir. 2012).....11

Lively v. Dynegy, Inc.,
2007 WL 685861 (S.D. Ill. Mar. 2, 2007)10

Loc. 1522 of Council 4 v. Bridgeport Health Care Ctr., Inc.,
2018 WL 1419792 (D. Conn. Mar. 21, 2018)12

McDonough v. Toys R Us, Inc.,
80 F. Supp. 3d 626, 646 (E.D. Pa. 2015)22

Mehling v. N.Y. Life Ins. Co.,
246 F.R.D. 467 (E.D. Pa. 2008).....18, 24, 25

Mehling v. New York Life Ins. Co.,
248 F.R.D. 455, 462 (E.D. Pa. 2008).....22

In re Merck & Co., Inc. Vytarin Erisa Litig.,
2010 WL 547613 (D.N.J. Feb. 9, 2010)22

Myers v. Jani-King of Philadelphia, Inc.,
2019 WL 2077719 (E.D. Pa. May 10, 2019).....15

In re Nat’l Football League Players’ Concussion Litig.,
301 F.R.D. 191 (E.D. Pa. 2014).....8, 16

In re Nat’l Football League Players Concussion Litig.,
821 F.3d 410 (3d Cir. 2016).....10

Neil v. Zell,
275 F.R.D. 256, 261 (N.D. Ill. 2011).....10, 11, 14

Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.,
259 F.3d 154 (3d Cir. 2001), *as amended* (Oct. 16, 2001)9

Nistra v. Reliance Trust Co.,
2018 WL 835341 (N.D. Ill. Feb. 13, 2018)11

Ortiz v. Fibreboard Corp.,
527 U.S. 815 (1999).....13

Perez v. Bruister,
823 F.3d 250 (5th Cir. 2016)21

Perez v. First Bankers Trust Servs., Inc.,
2017 WL 1232527 (D.N.J. Mar. 31, 2017).....21

Pfeifer v. Wawa, Inc.,
2018 WL 2057466 (E.D. Pa. May 1, 2018).....11, 18, 22

In re Processed Egg Prod. Antitrust Litig.,
2016 WL 3584632 (E.D. Pa. June 30, 2016)20

In re Prudential Ins. Co of Am. Sales Practice Litig.,
148 F.3d 283 (3d Cir. 1998).....20, 24

Reyes v. Netdeposit, LLC,
802 F.3d 469 (3d Cir. 2015).....9

In re Rite Aid Corp. Sec. Litig.,
146 F. Supp. 2d 706 (E.D. Pa. 2001)20

In re Schering Plough Corp. ERISA Litig.,
589 F.3d 585 (3d Cir. 2009).....10, 13

Stanford v. Foamex L.P.,
263 F.R.D. 156 (E.D. Pa. 2009).....12

Stewart v. Abraham,
275 F.3d 220 (3d Cir. 2001).....9

Sullivan v. DB Investments, Inc.,
667 F.3d 273 (3d Cir. 2011).....20

Wal-Mart Stores, Inc. v. Dukes,
564 U.S. 338 (2011).....9

In re Warfarin Sodium Antitrust Litig.,
391 F.3d 516 (3d Cir. 2004).....16, 19

Statutes

29 U.S.C. § 1001 *et seq.*.....1
29 U.S.C. §§ 1109, 1132(a)(2).....10, 13
ERISA § 405(a), 29 U.S.C. § 1105(a)2
ERISA §§ 409(a), 502(a)(2)10, 13
ERISA § 502(a)(1)(B).....7
ERISA § 502(a)(2).....10, 12, 13, 14
ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3).....2

Other Authorities

Fed. R. Civ. P. 23..... *passim*

Plaintiffs Shari Ahrendsen, Barry Clement, Lisa Bush, and Thomas Kallas, individually and as Class Representatives, move for an order certifying a class for settlement purposes only, preliminarily approving a class action settlement agreement among Plaintiffs and Defendants Miguel Paredes (“Paredes”), Prudent Fiduciary Services, LLC (“PFS” and with Paredes, the “Trustee”), and James A. Wells (“Selling Shareholder” and with Paredes and PFS, “Defendants”), approving notice of the Settlement to the Class, and setting a date for a Fairness Hearing.¹

I. INTRODUCTION

Subject to the Court’s approval, the Parties have settled this Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.*, (“ERISA”) class action (the “Lawsuit”) for a payment of \$8,700,000 in cash (an average recovery of approximately \$11,950 per Class Member before any fees and expenses). Should the Court grant final approval, every eligible Class Member will receive their portion of the Net Proceeds according to a Plan of Allocation (“POA”). The proposed Settlement Class meets all the criteria for conditional certification and the Settlement Agreement (“Settlement Agreement” or “SA”) satisfies all of the criteria for preliminary approval, providing an excellent result for the Class.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Background

This class action is brought on behalf of participants and beneficiaries of the World Travel, Inc. Employee Stock Ownership Plan (the “Plan” or “World Travel ESOP”). The Second Amended Complaint alleges that Defendants violated ERISA in connection with the purchase of shares of Company common stock by the Plan on December 20, 2017 (the “ESOP Transaction”). Second Amended Complaint (“SAC”), Dkt. 73 ¶¶ 3, 5. In Counts I and II of the SAC, Plaintiffs asserted

¹ Unless otherwise defined, all capitalized terms herein shall have the same meaning as set forth in the Parties’ Settlement Agreement.

that the Trustee violated ERISA in connection with the ESOP Transaction by, *inter alia*, causing the ESOP to pay more than fair market value for World Travel, Inc. (“World Travel” or the “Company”)) stock. *Id.* at ¶¶ 81-101. In Count III, Plaintiffs alleged that agreements by the Company to indemnify the Trustee violated ERISA. *Id.* at ¶¶ 102-109. In Count IV, Plaintiffs asserted, pursuant to ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3), that the Selling Shareholder engaged in prohibited transactions. *Id.* at ¶¶ 110-118. In Count V, Plaintiffs asserted, pursuant to ERISA § 405(a), 29 U.S.C. § 1105(a), that the Selling Shareholder is liable as co-fiduciary for the Trustee’s fiduciary breaches. Defendants deny these allegations, deny any wrongdoing or liability, and have defended themselves in this Action. Defendants do not admit wrongdoing of any kind regarding the ESOP Transaction or this Action

B. Motion Practice

Plaintiffs Shari Ahrendsen and Barry Clement filed their original Complaint on May 11, 2021. (Dkt. 1). On July 30, 2021, the Trustee filed a motion to dismiss (Dkt. 34) and the Selling Shareholders (then including Defendants James R. Wells and Richard G. Wells) filed a motion to dismiss on August 9, 2021 (Dkt. 35). Plaintiffs, then including Lisa Bush, filed an Amended Complaint on August 30, 2021 (Dkt. 36) and Defendants’ motions to dismiss were therefore denied as moot (Dkt. 41). Defendants filed motions to dismiss the Amended Complaint on September 23, 2021 (Dkt. 45, 46), and the Parties completed briefing those motions on October 25, 2021 (Dkt. 51, 52, 54, 55). On February 1, 2022, the Court denied the Trustee’s motion to dismiss; denied Defendant James A. Wells’ motion to dismiss; and granted Defendants’ James R. Wells’ and Richard G. Wells’ motion to dismiss. (Dkt. 56, 57). On July 14, 2022, the Court granted leave for Plaintiffs to file the SAC, which named Thomas Kallas as a plaintiff. (Dkt 71-73).

C. Discovery and the Parties' Settlement Efforts

The Parties began discussing settlement on March 25, 2022. Declaration of Gregory Porter ("Porter Decl."), attached hereto as Exhibit 1, ¶ 20. As part of those discussions, Plaintiffs requested documents they would need to evaluate any potential settlement. *Id.* ¶ 18. In addition, Plaintiffs engaged in formal discovery, issuing Requests for Production of Documents to Defendants on April 1, 2022. *Id.* ¶ 19. Plaintiffs also issued document subpoenas to numerous individuals and entities involved in the ESOP Transaction: World Travel; the Trustee's legal and financial advisors; entities that showed interest in acquiring World Travel; and advisors to World Travel and the Selling Shareholder. *Id.*

Through this discovery process, Plaintiffs obtained and reviewed the categories of documents necessary to evaluate a potential settlement, including: typed notes from discussions the Trustee had about the ESOP Transaction; insurance policies; the World Travel ESOP Plan Document and Trust agreement; the executed ESOP Transaction documents; an opinion letter from the Trustee's financial advisor; memorandums from the Trustee detailing its fiduciary review process and a potential tax issue; the valuation report prepared by the Trustee's financial advisor; valuation report prepared by the Company's valuation advisor; an agenda for a due diligence meeting with the Trustee and its advisors; document request lists from, World Travel's advisors; financial projections; communications from third parties expressing interest in acquiring World Travel; information on World Travel's top customers over time; information presented to ESOP participants including a presentation from a town hall meeting; due diligence task lists; and World Travel Board of Directors meeting minutes and resolutions. Porter Decl. ¶ 18.

Working with a valuation expert, Plaintiffs utilized the information received through discovery to obtain an estimate of damages consisting of the difference between what the Plan paid

for World Travel shares and (according to Plaintiffs' expert) the fair market value of those shares. Using that formula, Plaintiffs' valuation expert estimated potential damages of between \$8.6 and \$22.4 million. Porter Decl. ¶ 17. The Parties then engaged in negotiation between September 1, 2022 and October 19, 2022 to arrive at the terms of the proposed Settlement. *Id.* ¶ 20.

III. SUMMARY OF THE PROPOSED SETTLEMENT TERMS

A. The Proposed Settlement Class

The proposed Settlement Class consists of all persons who, at any time on or prior to January 1, 2023, were vested participants in the ESOP and the beneficiaries of such participants. SA ¶ 1.12. Excluded from the Settlement Class are the shareholders who sold their Company stock to the ESOP, directly or indirectly, and their immediate families; the directors of World Travel, Inc. and their immediate families; and legal representatives, successors, and assigns of any such excluded persons. *Id.* According to World Travel's counsel, there are approximately 728 participants who qualify as Settlement Class members. *See* Porter Decl., ¶ 22.

B. Benefits to the Class

Defendants, pursuant to the terms of the Settlement Agreement, will cause \$8,700,000 ("Settlement Amount") to be deposited into a Settlement Fund Account established by the Settlement Administrator at a federally chartered financial institution (the "Financial Institution"), which shall be considered a common fund created as a result of the Action. SA ¶ 7. The Settlement Amount covers Plaintiffs' claims for expenses and attorneys' fees, any Service Awards to the Named Plaintiffs, and expenses associated with the Class Notice and Settlement Administration. *Id.* ¶ 7.5. Plaintiffs' Counsel will seek attorneys' fees of no more than \$2,900,000 (one third of the Settlement Amount) plus expenses of no more than \$100,000. *Id.* ¶ 9.1; Porter Decl. ¶ 25.

Under the proposed Plan of Allocation, attached as Exhibit 3 to the Settlement Agreement, Class Members will receive their *pro rata* share of the Net Proceeds. Before subtracting expenses and attorneys' fees, each of the approximately 728 Class Members will receive approximately \$11,950 on average. Porter Decl., ¶ 23. The Settlement Fund Account is structured to qualify as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code. SA ¶ 7.1. The Named Plaintiffs and the Class are responsible for paying all taxes and tax-related expenses incurred in connection with the taxation of the income of the Qualified Settlement Fund, and all such taxes and expenses shall be paid out of the Qualified Settlement Fund. *Id.* ¶ 8.1.

C. Notice and Administration

The proposed Settlement Administrator, Analytics Consulting, LLC, shall be responsible for (1) mailing the Class Notice to Class Members and (2) posting the Class Notice on a website for the Settlement Class, which shall constitute legal notice. SA ¶ 2.2.3. Plaintiffs' Counsel may direct the Financial Institution in writing to disburse from the Settlement Fund (1) any taxes owed by the Settlement Fund Account and (2) reasonable expenses of administering the Settlement Fund Account. *Id.* ¶ 8.1. The Settlement Administrator will determine the amounts allocable to each Class Member. *Id.* ¶ 8.2.3. The net of disbursements called for in Sections 8.1, 8.2.1, and 8.2.2 of the Settlement Agreement ("Net Proceeds") will be distributed according to the Plan of Allocation. *Id.* ¶ 8.2.3. The Settlement Administrator will also process distribution and payment elections by Class members and implement the Plan of Allocation.

Within 10 days of the entry of a Preliminary Approval Order, Defendants, pursuant to the terms of the Settlement Agreement, will cause to be deposited \$100,000 into the Settlement Fund Account. SA ¶ 7.2. Not later than thirty (30) calendar days after the entry of the Final Order by the Court, Selling Shareholder shall direct that \$8,600,000 be deposited into the Settlement Fund

Account, at which point, the total amount will collectively comprise the “Settlement Amount.” *Id.* ¶ 7.3. Plaintiffs’ Counsel will direct the Settlement Administrator to disburse money from the Settlement Fund Account. *Id.* ¶ 8. Additionally, the Settlement Administrator shall determine how much should be allocated to each Class Member pursuant to the Plan of Allocation and shall distribute such amounts to the Class Members. *Id.* ¶ 8.2.3. Current participants in the ESOP will receive a cash allocation to their account in the ESOP to be deposited into a money market fund in the ESOP to be established by the trustee of the ESOP. SA ¶ 8.2.3. Former participants in the ESOP will receive a payment from the Settlement Fund and shall be provided the option of depositing any such payment into an IRA. *Id.*

D. Service Awards to the Class Representatives and Attorneys’ Fees and Costs

Subject to Court approval, Plaintiffs’ Counsel’s fees, costs and expenses, and any Service Awards² to the Class Representatives shall be paid from the Settlement Fund Account. Settlement Agmt. ¶ 8.2. Plaintiffs’ Counsel will also petition the Court for an award of attorneys’ fees in an amount not to exceed \$2.9 million and for reimbursement of litigation expenses not to exceed \$100,000. *Id.* ¶ 9.1; Porter Decl. ¶ 25. The Settlement Agreement is not contingent on whether the Court awards any attorneys’ fees, expenses, or Service Awards. *Id.* ¶ 9.2

E. Release of Claims

In exchange for payment of the Settlement Amount and satisfaction of the conditions required by the Settlement Agreement, Plaintiffs and the Class will release any claims which were or could have been asserted in the Lawsuit that arise from the facts and claims alleged in the SAC. SA ¶ 3.2. The Released Claims and covenant not to sue are set forth in full in the Settlement Agreement. *Id.* ¶ 3.2 and ¶ 4.1. The Released Claims do not include any individual participant’s

² Plaintiffs shall petition the Court for a Service Award not to exceed \$15,000 for the Class Representatives in recognition of their service to the Class. Settlement Agmt. ¶ 8.2.2.

or beneficiary's claim for benefits under Section 502(a)(1)(B) of ERISA based only on errors unrelated to the allegations in the SAC regarding that participant's salary, age, or years of service. *Id.* Further, the Settlement is subject to a written determination by the Independent Fiduciary that the Settlement Agreement terms are fair and reasonable to the Plan and its participants. *Id.* ¶ 2.3.

F. Notice and Proposed Schedule of Events

The Settlement Agreement provides that Defendants shall cause to be provided the names and last known addresses of Settlement Class Members no later than ten (10) days after entry of the Preliminary Approval Order. SA ¶ 2.2.3 The proposed Class Notice, Exhibit 1-A to the Settlement Agreement, provides all the information necessary to inform Class Members about the nature of the Lawsuit, the terms of the Settlement, and the procedures for entering an appearance to be heard or to object to the Settlement. The Settlement Administrator shall cause the Class Notice to be disseminated to the Class Members by first class mail and shall post the Class Notice on a website (along with the other key court documents such as the operative SAC, the Settlement Agreement, preliminary approval papers, Plaintiffs' Motion for Award of Attorneys' Fees, and Plaintiffs' Motion for Final Approval) for the Settlement Class within thirty (30) days after the Preliminary Approval Order. Porter Decl. ¶ 27. For returned mail, the Settlement Administrator will seek to identify and locate Class Members. *Id.* ¶ 28

The Parties agree to the following schedule of events subject to the Court's approval:

Event	Timing
CAFA Notice	Within ten (10) days after the Settlement Agreement is filed with this Motion for Preliminary Approval
Settlement Administrator to receive Class list and Class contact information	Within ten (10) days after entry of the Preliminary Approval Order
Mail Settlement Notice	Within thirty (30) days after the Preliminary Approval Order
Motion for final approval of settlement	No later than forty-five (45) days before the

	Fairness Hearing
Motion for of attorneys' fees and expenses, and Service Awards for Named Plaintiffs	No later than forty-five (45) days before the Fairness Hearing
Independent Fiduciary provides written notification of its determination	No later than thirty (30) days before the Fairness Hearing
Objections to the Settlement, notice of intention to appear at Fairness Hearing	Must be received by the Court on or before twenty-one (21) days before the Fairness Hearing and received by Plaintiffs' Counsel and Defendants' Counsel no later than fifteen (15) days before the Fairness Hearing
Response to Objections and Settlement Administrator's Notice Declaration	No later than seven (7) days before the Fairness Hearing
Fairness Hearing	At least 90 days after mailing of Class Notice

IV. ARGUMENT

A. The Court Should Certify the Settlement Class

For purposes of settlement only, the Parties request that the Court certify the proposed Settlement Class, defined in Section III.A above. Certification of a class is required where the plaintiff demonstrates the four prerequisites of Rule 23(a) and at least one of the requirements of Rule 23(b). Fed. R. Civ. P. 23. “At the preliminary approval stage, a court may conditionally certify the class for purposes of providing notice, leaving the final certification decision for the subsequent fairness hearing.” *In re Nat'l Football League Players' Concussion Litig.*, 301 F.R.D. 191, 199–200 (E.D. Pa. 2014). As in numerous other ERISA class actions, those requirements are easily met.

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

Rule 23(a) requires that Plaintiffs meet the requirements of numerosity, commonality, adequacy, and typicality. As described below, each is met here.

Numerosity. Rule 23(a)(1) requires that the class be “so numerous that joinder of all members is impracticable.” The Third Circuit has held that “generally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the first prong of Rule 23(a) has

been met.” *Stewart v. Abraham*, 275 F.3d 220, 226–27 (3d Cir. 2001). Based on information provided by the Company, the Plan had approximately 728 participants that meet the Settlement Class definition. Porter Decl., ¶ 22; The numerosity requirement is met.

Commonality. Rule 23(a) requires a showing of the existence of “questions of law or fact common to the class.” Not all questions of law and fact must be common. *Reyes v. Netdeposit, LLC*, 802 F.3d 469, 486 (3d Cir. 2015). “[A] single [common] question” will satisfy Rule 23(a)(2). *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011). Commonality exists if the plaintiff’s claims “depend upon a common contention” that is “of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* at 350. Claims that a stock was improperly valued or sold at an incorrect price, like those at issue here, satisfy the commonality requirement. *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 183 (3d Cir. 2001), *as amended* (Oct. 16, 2001) (finding common questions of law and fact as to the sale of securities at the price offered without investigation); *Kindle v. Dejana*, 315 F.R.D. 7, 11 (E.D.N.Y. 2016) (common issues exist where ESOP stock sold for less than fair market value).

Here, commonality is satisfied because Defendants’ alleged violations of ERISA are the same for all Class Members. Defendants either did or did not engage in prohibited transactions under ERISA, and breach their fiduciaries duties under ERISA. Thus, Defendants’ actions and inaction with respect to the ESOP Transaction either resulted in, or did not result in, ERISA violations toward the entire Class. Common issues in this case include: whether the Trustee engaged in prohibited transactions under ERISA by permitting the Plan to purchase World Travel stock and take a loan from World Travel; whether the Trustee took sufficient steps to determine the value of the Company stock; whether the Trustee caused the Plan to pay more than fair market

value for Company stock; whether the Selling Shareholder received more than fair market value for their Company stock; and other questions contained in the SAC.

Typicality. Rule 23(a)(3) requires that “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” This ensures that “class representatives are sufficiently similar to the rest of the class — in terms of their legal claims, factual circumstances, and stake in the litigation — so that certifying those individuals to represent the class will be fair to the rest of the proposed class.” *In re Schering Plough Corp. ERISA Litig.*, 589 F.3d 585, 597 (3d Cir. 2009). This analysis sets a “‘low threshold’ for typicality.” *In re Nat’l Football League Players Concussion Litig.*, 821 F.3d 410, 428 (3d Cir. 2016). By definition, a prohibited transaction claim brought under ERISA Sections 409(a), 502(a)(2) is brought on behalf of the plan and any recovery must be paid “to such plan.” 29 U.S.C. §§ 1109(a), 1132(a)(2). Thus, courts generally find that ERISA cases arising under § 502(a)(2) meet the typicality requirement because the “action is brought on behalf of the Plan,” and Plaintiffs’ claims, “of necessity, are typical of the claims” of class members. *Lively v. Dynegy, Inc.*, 2007 WL 685861, at *10 (S.D. Ill. Mar. 2, 2007).

Here, the Named Plaintiffs were participants in the ESOP during the relevant time period. *See* Declaration of Barry Clement, attached as Ex. E to the Porter Decl., ¶ 3; Declaration of Shari Ahrendsen, attached as Ex. D to the Porter Decl., ¶ 3; Declaration of Lisa Bush, attached as Ex. 1 to the Declaration of Michelle Yau (“Yau Decl.”), attached hereto as Exhibit 2, ¶ 3; and the Declaration of Thomas Kallas, attached to the Yau Decl. as Exhibit 2, ¶ 3. The Plan’s primary asset was the World Travel stock it purchased during the relevant time period. In *Neil v. Zell*, an ERISA case arising from ESOP transactions, the court held that the named plaintiffs satisfied the typicality requirement because they “held the same investment as did all other members of the . . . ESOP” — employer stock. 275 F.R.D. 256, 261 (N.D. Ill. 2011); *see also Nistra v. Reliance Trust*

Co., 2018 WL 835341, at *3 (N.D. Ill. Feb. 13, 2018); *Pfeifer v. Wawa, Inc.*, 2018 WL 2057466, at *4 (E.D. Pa. May 1, 2018). In addition, the damages sought here are losses and other relief on behalf of the Plan as a whole. Thus, typicality is met.

Adequacy. Rule 23(a)(4) requires representative parties to “fairly and adequately protect the interests of the class.” This requirement “serves to uncover conflicts of interest between the named parties and the class they seek to represent.” *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 625 (1997). This inquiry serves two purposes: “to determine [1] that the putative named plaintiff has the ability and the incentive to represent the claims of the class vigorously, . . . and [2] that there is no conflict between the individual’s claims and those asserted on behalf of the class.” *Larson v. AT&T Mobility LLC*, 687 F.3d 109, 132 (3d Cir. 2012). These requirements are met here.

The proposed Class Representatives have been actively engaged in the litigation and provided documents and information to counsel used to draft the Complaint. Ahrendsen Decl. ¶¶ 4-5; Clement Decl. ¶¶ 4-5; Bush Decl. ¶¶ 4-5; Kallas Decl. ¶¶ 4-5. They have no conflicts with the Class; they assert claims on the Plan’s behalf and request no separate individual relief. The adequacy requirement of Rule 23(a)(4) is met. And Plaintiffs’ Counsel is well-qualified as described in detail in their declarations. *See* Porter Decl., Ex. A and ¶¶ 8-14 and Ex.A; Yau Decl. ¶¶ 3-14. Not only do these attorneys have extensive experience litigating class actions, including numerous ESOP class actions, they have worked diligently to litigate the claims here. Porter Decl. ¶¶ 16-20; Yau Decl. ¶¶ 17-21. There should be no question that counsel have brought sufficient skill and resources to litigate this case. Plaintiffs’ Counsel satisfy Rule 23(a)(4) and 23(g).

2. The Requirements for Certification under Rule 23(b)(1) are Met

In addition to meeting the requirements of Rule 23(a), the action must meet at least one of the three provisions of Rule 23(b). The claims asserted here meet the requirements of Rule

23(b)(1). “Most ERISA class actions are certified under Rule 23(b)(1).” *Kanawi v. Bechtel Corp.*, 254 F.R.D. 102, 111 (N.D. Cal. 2008). “[T]he unique and representative nature of an ERISA § 502(a)(2) suit” makes such claims particularly appropriate. *Stanford v. Foamex L.P.*, 263 F.R.D. 156 (E.D. Pa. 2009). ERISA actions meet the requirements of Rule 23(b)(1) because “defendants often provide ‘unitary treatment to all members of [a] putative class’ and “the rights of absent ‘class member[s] [are often] . . . implicated by litigation brought by other class members.’” *Feret v. Corestates Fin. Corp.*, 1998 WL 512933, at *13 (E.D. Pa. Aug. 18, 1998).

a. Class certification under Rule 23(b)(1)(A) is appropriate

Rule 23(b)(1)(A) provides that a class may be certified if prosecuting separate actions would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for the party opposing the class. “ERISA requires plan administrators to treat all similarly situated participants in a consistent manner.” *Alday v. Raytheon Co.*, 619 F. Supp. 2d 726, 736 (D. Ariz. 2008). For this reason, courts have certified cases involving violations of ERISA under Rule 23(b)(1)(A). *See Gamache v. Hogue*, 338 F.R.D. 275, 291 (M.D. Ga. 2021) (certification under 23(b)(1)(A) proper where “[a]s participants in the ESOP, the alleged breach affects all class members . . . [and] adjudicating these claims among 327 participants individually runs the risk of inconsistent results that could place ‘incompatible standards of conduct’ on Defendants”); *Loc. 1522 of Council 4 v. Bridgeport Health Care Ctr., Inc.*, 2018 WL 1419792, at *10 (D. Conn. Mar. 21, 2018) (“ERISA generally establishes fiduciary obligations on a plan-wide basis, which is the very reason that courts often certify ERISA classes under 23(b)(1)”).

The risk of inconsistent adjudications is apparent in this case. For example, the central issue in this case is whether the Plan acquired World Travel stock at an appropriate value and the steps that the Trustee and its advisors undertook to determine that value. Separate lawsuits over these

issues could result in different outcomes. Inconsistent adjudications on the true fair market value of World Travel stock at the time of the ESOP Transaction obtained by similarly situated participants would make it impossible for the Plan administrator to treat similarly situated participants alike. Accordingly, certification under Rule 23(b)(1)(A) is appropriate.

b. Class Certification under Rule 23(b)(1)(B) is appropriate

Certification under Rule 23(b)(1)(B) is appropriate where “any individual adjudication by a class member disposes of, or substantially affects, the interests of absent class members.” *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 834 (1999) (emphasis added). One example of an action ideally suited for certification under Rule 23(b)(1) is “the adjudication of the rights of all participants in a fund in which the participants have common rights.” *Id.* at 834 n.14. Rule 23(b)(1)(B) is designed for “an action which charges a breach of trust by a[] . . . trustee or other fiduciary similarly affecting the members of a large class of security holders or other beneficiaries, and which requires an accounting or like measures to restore the subject of the trust.” Fed. R. Civ. P. 23, Advisory Committee Notes to 1966 Amendment. That precisely describes the claims here.

Claims involving a fiduciary’s breach of ERISA’s prohibited transaction rules must be brought in a representative capacity on behalf of the plan under § 502(a)(2) for relief under § 409. 29 U.S.C. §§ 1109, 1132(a)(2); *Schering Plough Corp.*, 589 F.3d at 594-95. Thus, courts recognize that ERISA cases are the classic examples of Rule 23(b)(1)(B) class actions. *Gamache*, 338 F.R.D. at 292 (M.D. Ga. 2021) (“In light of the derivative nature of ERISA § 502(a)(2) claims, breach of fiduciary duty claims brought under § 502(a)(2) are paradigmatic examples of claims appropriate for certification as a Rule 23(b)(1) class, as numerous courts have held.”); *see also Neil*, 275 F.R.D. at 267-68; *DiFelice v. U.S. Airways, Inc.*, 235 F.R.D. 70, 80 (E.D. Va. 2006). This is particularly

true for cases involving an ESOP. *See, e.g., In re Ikon Office Solutions, Inc.*, 191 F.R.D. 457, 466-67 (E.D. Pa. 2000) (certifying 23(b)(1) class).

The key issues in the case focus on Defendants' conduct—principally, whether and how they caused or participated in the complained of prohibited transactions, the adequacy of the Trustee's investigation into the value of World Travel stock, the information provided to the Trustee and used in its advisor's valuations, and the conclusions drawn from that information. Thus, a judgment that Defendants violated ERISA would apply to the Plan as a whole and impact all class members equally. *See Gamache*, 338 F.R.D. at 292 (certifying class under Rule 23(b)(1)(B) "because the fiduciary claims are brought on behalf of the ESOP, individual adjudication would necessarily . . . be dispositive of the interest of [] plan participants absent from that individual action . . ."). Further, any money recovered would be paid to the Plan, meaning that resolution of these issues will affect all participants in the Plan.

B. The Court Should Grant Preliminary Approval of the Settlement Because it is Fair, Reasonable and Adequate

1. The Standards for Preliminary Approval

Rule 23(e) provides that a class action cannot be settled without court approval. Ultimately, to approve the proposed settlement, the Court must determine that it is fair, reasonable and adequate. *Halley v. Honeywell Int'l, Inc.*, 861 F.3d 481, 488 (3d Cir. 2017). Review of a proposed class action settlement for approval generally proceeds in two stages: (1) preliminary approval and notice to class members of the proposed settlement; and (2) final approval following a fairness hearing in which the Court determines whether the proposed settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2); *Myers v. Jani-King of Philadelphia, Inc.*, 2019 WL 2077719, at *2-*3 (E.D. Pa. May 10, 2019). Before a court approves a proposed settlement, notice must be provided to the class. Fed. R. Civ. P. 23(e)(1). The parties must provide the court with information

sufficient to enable the court to determine whether to give such notice of the proposal to the class. *Id.* The court examines the information provided by the parties against a number of factors to determine whether notice should be given to the class. *Id.* Rule 23, as amended in 2018, provides direction to federal courts considering whether to grant preliminary approval of a class action settlement. Fed. R. Civ. P. 23(e), Committee Notes. Rule 23(e)(2) provides that the Court should look to the following factors: “(A) the class representatives and counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2); *see also Huffman v. Prudential Ins. Co. of Am.*, 2019 WL 1499475, at *3 (E.D. Pa. Apr. 5, 2019).

In tandem with Rule 23(e), courts within the Third Circuit evaluate class action settlements under the nine factors outlined in *Girsh v. Jepsen*, 521 F.2d 153, 156 (3d Cir. 1975), which require a court to consider: (1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 534–35 (3d Cir. 2004) (citing *Girsh*). Many of these factors overlap with those of Rule 23(e)(2).

2. The Settlement is the Result of Good Faith, Arm's Length Negotiations by Well-Informed and Experienced Counsel

“Whether a settlement arises from arm’s length negotiations is a key factor in deciding whether to grant preliminary approval.” *In re Nat’l Football League Players’ Litig.*, 301 F.R.D. at 198; *see also* Rule 23(e)(2)(B) (proposal was negotiated at arm’s length); *In re CIGNA Corp. Sec. Litig.*, 2007 WL 2071898, at *3 (E.D. Pa. July 13, 2007) (noting that a presumption of fairness exists where parties negotiate at arm's-length); *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 444 (E.D. Pa. 2008) (stressing the importance of arm’s-length negotiations”).

Here, the Parties engaged in an ongoing exchange of documents, information, proposals and counterproposals. Their negotiations spanned months and were hard fought. Yau Decl. ¶ 21; Porter Decl. ¶ 20. Plaintiffs’ counsel retained a valuation expert to review valuation reports, transaction documents, and information related to World Travel’s financial performance including notes taken during the due diligence process that preceded the ESOP Transaction. Porter Decl. ¶ 17. It was only after Plaintiffs received, reviewed, and had a valuation expert examine the discovery materials that the Parties began their settlement negotiations. Yau Decl. ¶¶ 18-20; Porter Decl. ¶¶ 17-19. Plaintiffs’ counsel entered the negotiations with a thorough understanding of Defendants’ arguments and defenses, and both sides engaged in hard bargaining during settlement negotiations. The proposed Settlement is the result of good faith, arm’s-length negotiations by well-informed and experienced counsel. Rule 23(e)(2)(B), and the third *Girsh* factor are met.

3. The Complexity, Expense, and Likely Duration of the Litigation

Addressing the first *Girsh* factor, as well as Rule 23(e)(2)(C)(1), the Parties had different views about Defendants’ actions, their potential liability and the likely outcome of the litigation. Plaintiffs’ core allegations regarding the ESOP Transaction rested on facts that were strongly contested by Defendants. These allegations involved the accuracy of World Travel’s projections,

whether the valuation methods (including the appropriate discount and premiums) employed by the Trustee’s advisors were proper, and whether there were negative facts that were ignored by or not sufficiently investigated by the Trustee during the due diligence and negotiation process, and the fair market value of World Travel stock as of the transaction date.

Defendants vigorously denied all of the allegations, asserted affirmative defenses and otherwise defended its actions with respect to the Transaction. Defendants pointed to evidence, such as interest shown by independent third parties in acquiring World Travel, which, in their view, supported the conclusion that Defendants have no liability. If the Action were to proceed, Plaintiffs would have to overcome these and other defenses and arguments. These fact intensive inquiries would have led to a battle of experts and conflicting evidence and testimony wherein no party could reasonably be certain that its expert or evidence would carry the day.

Continued litigation have required Class Counsel to continue and complete fact discovery, including briefing potential motions to compel, taking depositions, preparing witnesses, engaging in formal expert discovery, as well as preparing and arguing motions for class certification and possibly summary judgment. Trial of Plaintiffs’ claims would require substantial investment of attorney time and expenses, particularly with respect to experts. And, regardless of the outcome, there likely would have been appeals, further delaying resolution and incurring expense. A settlement avoids the risks and delays attendant with continued litigation and ensures the Class Members will each receive, approximately \$11,950 on average before fees and expenses—an amount that far exceeds most other ERISA settlements on similar issues, as discussed below. Thus, the proposed Settlement is an excellent result for the Class and discloses no grounds “to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class” *Mehling v. N.Y. Life Ins. Co.*, 246 F.R.D. 467, 472 (E.D. Pa. 2008).

4. The Stage of the Proceedings and the Amount of Discovery Completed

With regard to the third *Girsh* factor, as described in Section II above, the Parties have engaged in extensive written discovery to obtain the necessary documents, worked with a valuation expert, and litigated motions to dismiss, which provided sufficient information from which to negotiate a fair, adequate and reasonable settlement. *See Pfeifer*, 2018 WL 2057466 at *7 (finding “substantial discovery” where documents related to the merits and the Class’s potential recovery had been produced, and plaintiff had hired valuation experts); *see also Gates*, 248 F.R.D. at 444 (finding settlement reasonable after “the parties have conducted sufficient discovery to estimate the merit and value of the Plaintiffs’ case against [Defendants]”). In addition to this case-specific knowledge gained through discovery, Plaintiffs’ counsel have also litigated at least 20 other ESOP class actions in the last five years presenting similar ERISA issues. Porter Decl. ¶ 9; Yau Decl. ¶ 11. Plaintiffs’ Counsel is intimately familiar with the factual and legal issues presented here.

Similarly, Defendants’ counsel is familiar with the documents and information Plaintiffs’ counsel has requested and which allowed the Parties to fully and fairly assess the allegations and strengths and weaknesses of their respective positions at an early stage, to the benefit of the Class. Having adduced the necessary information to assess the strengths and weaknesses of their respective positions, the Parties reached an excellent settlement agreement.

5. The Risks of Establishing Liability, Damages and Maintaining the Class Action Through Trial

The fourth, fifth, and sixth *Girsh* factors, and Rule 23(e)(2)(C)(i) account for the risks of establishing liability and damages, and maintaining certification throughout the trial and “balance the likelihood of success and the potential damage award if the case were taken to trial against the benefits of immediate settlement.” *In re Diet Drugs Prod. Liab. Litig.*, 2010 WL 2735414, at *8 (E.D. Pa. July 2, 2010) (quoting *In re Prudential Ins. Co of Am. Sales Practice Litig.*, 148 F.3d

283, 319 (3d Cir. 1998)). As to the risks of establishing liability, this factor “examine[s] what the potential rewards (or downside) of litigation might have been had class counsel elected to litigate the claims rather than settle them.” *In re Gen. Motors Corp. Pick-Up Truck Fuel Litig.*, 55 F.3d 768, 814 (3d Cir. 1995). As to damages, this factor “attempts to measure the expected value of litigating the action rather than settling it at the current time.” *In re Cendant Corp. Litig.*, 264 F.3d 201, 238–39 (3d Cir. 2001) (*quoting Gen. Motors*, 55 F.3d at 816). Finally, this factor considers the likelihood of maintaining a class certification through trial. *In re Warfarin*, 391 F.3d at 537.

Here Plaintiffs faced significant risks. The Parties had different views about the likely outcome of the litigation and the proper calculation of value of Company stock at the time of the Transaction. Defendants contend the Plan and its participants were not harmed at all. Plaintiffs argued that the Plan incurred significant financial loss through its overpayment for World Travel shares. That core dispute had not been resolved at the time the Parties reached their Settlement and the uncertainty put all Parties at risk. Because these factual disputes placed the ultimate outcome of the litigation in doubt, all Parties faced substantial risk. The Parties, having litigated similar issues extensively in the past, were fully aware of these risks and the possible outcomes, and were able to reach a settlement early on in the process.

6. The Ability of the Defendants to Withstand a Greater Judgment

The seventh *Girsh* factor regards the ability of the defendant to withstand a greater judgment. In Plaintiffs’ view, this factor is not a significant concern here given the significant amount of the settlement consideration relative to the range of potential damages. But even if the Defendants here *could* withstand a larger judgment, the balance of other factors still supports approval of this Settlement. *See In re Processed Egg Prod. Antitrust Litig.*, 2016 WL 3584632, at *16 (E.D. Pa. June 30, 2016) (“Even if the Court were to presume that the defendants’ resources

far exceeded the settlement amount, in light of the balance of the other factors considered which indicate the fairness, reasonableness, and adequacy of the settlement, the ability of the defendants to pay more, does not weigh against approval of the settlement.”).

7. The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and the Attendant Risks of Litigation

The eighth and ninth *Girsh* factors and Rule 23(e)(2)(C)(i)-(iv) assess the range of reasonableness of the settlement fund in light of the best possible recovery and the risks of litigation. These factors weigh “the present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, . . . compared with the amount of the proposed settlement.” *In re Prudential Ins. Co.*, 148 F.3d at 322. “[I]n conducting the analysis, the court must guard against demanding too large a settlement based on its view of the merits of the litigation; after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution.” *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 324 (3d Cir. 2011). Even recoveries representing a small percentage of the defendant’s maximum exposure, which this is not, may be found to be fair, adequate and reasonable. *See, e.g., In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706, 715 (E.D. Pa. 2001) (noting that class action settlements have typically “recovered between 5.5% and 6.2% of the class members’ estimated losses”). Considering the costs, risks and delay of trial and appeal, the immediate and certain recovery of \$8.7 million outweighs the uncertain possibility of a greater amount in the future, given the amount of time it would take for any judgment to be reduced to actual payment to Plan participants.

In cases alleging that the trustee violated ERISA by causing an employee stock ownership plan to pay too much for the stock of a privately held company, as Plaintiffs allege here, plaintiffs maintain that the measure of loss is the difference between what the plan paid for the stock and what the stock was worth at the time of the transaction. *See Perez v. Bruister*, 823 F.3d 250, 270-

72 (5th Cir. 2016); *Chao v. Hall Holding Co, Inc.*, 285 F.3d 415, 423, 444 (6th Cir. 2002); *Perez v. First Bankers Trust Servs., Inc.*, 2017 WL 1232527, at *81 (D.N.J. Mar. 31, 2017). Applying that theory, Plaintiffs' valuation consultant—after reviewing documents and information provided by Defendants—estimated that the Plan paid between \$8.6 and \$22.4 million in excess of fair market value in the ESOP Transaction because, for example, in the valuation consultant's view, the transaction valuation included improper premiums and used inappropriate valuation multiples. Plaintiffs' expert reached this opinion by changing what he viewed as errors in the report provided by the Trustee's financial advisor in the transaction at issue.

Notwithstanding that conclusion, Plaintiffs faced substantial challenges in litigation. Defendants have pointed to interest from third parties to acquire World Travel at valuations similar to those paid by the ESOP. Defendants would likely also retain experts who disagreed with the opinions asserted by Plaintiffs' valuation expert. Ultimately, those factual issues and inevitable battle of the experts would have made the outcome of further litigation uncertain at best. Certain recovery of \$8.7 million represents a very good result for the Settlement Class.

This case is on the high end of the range of reasonableness that other courts found where there was a specific comparison of settlement value with the "best possible recovery." Here, Settlement Class Members will receive approximately 39% of the "best possible recovery." In *Pfeifer v. Wawa, Inc.*, an ESOP case, the court concluded that a settlement representing between 25% (under one damages theory) and 50% (under the other damages theory) fell within the permissible range. 2018 WL 4203880, at *9 (E.D. Pa. Aug. 31, 2018). In *McDonough v. Toys R Us, Inc.*, the court concluded that a settlement that represented approximately 24% of estimated actual damages was reasonable, noting that it had "upheld far smaller settlements." 80 F. Supp. 3d 626, 646 (E.D. Pa. 2015). Likewise, in *Hochstadt v. Boston Sciences Corp.*, the parties settled for

\$8.2 million in a case with damages estimated at the high end by the plaintiffs' counsel to be \$160 million and more conservatively by the court to be \$30 million. 708 F. Supp. 2d 95, 108–09 (D. Mass. 2010). And in *Mehling v. New York Life Ins. Co.*, the court found that a settlement of 20% of the “best possible” recovery was comparable to other class settlements approved in that district. 248 F.R.D. 455, 462 (E.D. Pa. 2008); *see also In re Merck & Co., Inc. Vytarin Erisa Litig.*, 2010 WL 547613, at *9 (D.N.J. Feb. 9, 2010) (approving settlement of \$41.5 million where the damages would have been “substantial in light of the billions of dollars grossed from global sales”).

Comparison to other ERISA class settlements also demonstrates the reasonableness of the amount obtained. On average, each Class Member with a vested account balance will receive over \$11,950 before fees, costs and other settlement expenses are deducted, which is significantly greater than per class member recoveries in other ERISA cases. *See* Porter Decl. ¶ 31. As in *Vytarin Erisa Litigation*, the “benefit conferred by the Settlement in this case” is “substantial” and “represents a better option than little or no recovery at all.” 2010 WL 547613, at *9. Given the potential defenses and uncertainty inherent in any dispute about business valuation and the attendant risk of recovering nothing for the Plan participants, Plaintiffs believe the proposed Settlement represents an excellent value for the Class.

8. The Effectiveness of the Proposed Method of Distributing Relief

Rule 23(e)(2)(C)(ii) examines the effectiveness of any proposed method of distributing relief to the class, including the method of processing any class member claims. Here, the Settlement Agreement contemplates that Selling Shareholder shall direct World Travel, Inc. to provide the names, last known addresses of the Settlement Class members, and number of shares of Company stock allocated to their ESOP account as of (1) January 1, 2023 or (2) if the Class Member received a prior distribution of the Class Member's entire account balance, the number of

vested shares of World Travel stock allocated to their ESOP account as of the date of the prior distribution. SA ¶ 2.2.3. Each Class Member's share of the Net Proceeds will be calculated as follows: (1) The total number of vested shares of World Travel, Inc. stock allocated to the Class Member's ESOP account on or prior to January 1, 2023, divided by the total number of vested shares of World Travel, Inc. stock allocated to the ESOP accounts of all Class Members on or prior to January 1, 2023, shall constitute that Class Member's "Entitlement Percentage"; and (2) the Class Member's benefit shall be calculated by multiplying the Net Proceeds by his or her Entitlement Percentage. *See* POA, Ex. 3 to SA. The allocable portion of the Net Proceeds of the Class Members shall be distributed to the Class Members directly by the Settlement Administrator: (a) to Class Members with an active ESOP account in the World Travel, Inc. ESOP via a cash allocation to their account in the ESOP to be deposited into a money market fund in the ESOP and (b) to Class Members without an active ESOP account either by check or as a deposit into an individual retirement account or other eligible retirement plan, at the Class Member's election. SA ¶ 8.2.3. No claim forms are required. This method of distributing relief is both effective and efficient.

9. The Terms of the Proposed Award of Attorneys' Fees

Rule 23(e)(2)(C)(iii) looks at the terms of any proposed award of attorneys' fees, including timing of payment. Plaintiffs' counsel will file an application seeking an award of attorneys' fees, not to exceed one-third of the Settlement Fund, plus reimbursement of litigation expenses. SA ¶ 9.1; Porter Decl. ¶ 25.

10. The Proposal Treats Members Equitably Relative to Each Other

Under Rule 23(e)(2)(D), the court must consider whether the proposal treats class members equitably relative to each other. As noted in Section IV.B.8, allocations to Class Members are

based on the proportion of vested Company shares they held in the Plan. The Settlement provides substantial relief to the Class and has no obvious deficiencies such as preferential treatment to a portion of the Class. *See Mehling*, 246 F.R.D. at 473 fn. 3 (granting preliminary approval to pension plan class action settlement allocating settlement payment on *pro rata* basis). The proposed Settlement is a fair compromise of the Class's claims. Porter Decl. ¶ 15.

C. The Court Should Approve the Notice Plan and Schedule a Fairness Hearing

Pursuant to Rule 23(e)(1), the Court “must direct notice in a reasonable manner to all class members who would be bound by [a proposed settlement, voluntary dismissal, or compromise].” Additionally, Rule 23(c) gives the district court discretion as to “appropriate notice” for a class certified under Rule 23(b)(1) or (b)(2). Fed. R. Civ. P. 23(c)(2)(A). In order to satisfy due process concerns, notice to class members must “apprise class members of the right and opportunity to inspect the complete settlement documents, papers, and pleadings filed in the litigation.” *In re Prudential*, 148 F.3d at 327 (quoting 2 *Newberg on Class Actions* § 8.32 at 8–109). “To meet this standard, notice must inform class members of (1) the nature of the litigation; (2) the settlement’s general terms; (3) where complete information can be located; and (4) the time and place of the fairness hearing and that objectors may be heard.” *Mehling*, 246 F.R.D. at 477 (citations omitted); *see also In re Baby Products Antitrust Litig.*, 708 F.3d 163, 180 (3d Cir. 2013) (“Generally speaking,” notice is sufficient if it “enable[s] class members to make informed decisions on whether they should take steps to protect their rights, including objecting to the settlement”).

In addition, Rule 23(e) gives the district court discretion as to the manner of the notice. Fed. R. Civ. P. 23(e)(1). It is well-established that notice sent by first class mail to each member of the settlement class “who can be identified through reasonable effort” constitutes reasonable notice. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-77 (1974). Here, the Parties have agreed,

subject to Court approval, to a notice plan which calls for individual mailed notice to Class Members. The Notice, attached to the Settlement Agreement as Exhibit 1-A, will be sent by first-class mail to each Class Member 30 days after the entry of the Preliminary Approval Order. SA ¶ 2.2.3. Because all Class Members have or had ESOP accounts, the ESOP has last known addresses for them, at least as of the Class Period, and has their Social Security numbers, which can be used for an address update if necessary.

The proposed Notice describes in plain English: (i) the Settlement's terms and operations; (ii) the nature and extent of the released claims; (iii) the procedure and timing for objecting to the Settlement; (iv) the date and place for the Fairness Hearing; and (v) the payment election options and election methods for Class Members who are former participants. This notice and the manner in which it will be disseminated to Class Members satisfy Rule 23(e)(1) and Constitutional due process and should be approved by the Court. Plaintiffs request that the Court approve Analytics Consulting, LLC as Settlement Administrator. Analytics Consulting, LLC has extensive experience in the administration of settlements of this type. *See* Exhibit C to Porter Decl.

Finally, the Parties request that the Court schedule a Fairness Hearing on Plaintiffs' motion for final approval of the Settlement and motion for an award of reasonable attorneys' fees and expenses, and service awards to Plaintiffs. Proposed Preliminary Approval Order, Ex. 1 to SA.

V. CONCLUSION

Plaintiffs respectfully request that the Court issue an Order: (a) certifying the Class for settlement purposes and granting preliminary approval of the Settlement Agreement; (b) approving the proposed Class Notice; (c) approving Analytics Consulting, LLC as the Settlement Administrator; (d) approving the Plan of Allocation; and (e) setting a date for a Fairness Hearing.

Dated: January 25, 2023

Respectfully submitted,

/s/ Patricia Mulvoy Kipnis
Patricia Mulvoy Kipnis (PA Bar No. 91470)
BAILEY & GLASSER LLP
923 Haddonfield Road
Suite 300
Cherry Hill, NJ 08002
Telephone: (856) 324-8219
Facsimile: (304) 342-1110
pkipnis@baileyglasser.com

Gregory Y. Porter (*pro hac vice*)
Ryan T. Jenny (*pro hac vice*)
1055 Thomas Jefferson Street, NW
Suite 540
Washington, DC 20007
Telephone: (202) 463-2101
Facsimile: (202) 463-2103
gporter@baileyglasser.com
rjenny@baileyglasser.com

Patrick O. Muench (*pro hac vice*)
318 W. Adams, Suite 1606
Chicago, IL 60606
Telephone: (312) 995-7143
Facsimile: (314) 863-5483
pmuench@baileyglasser.com

Laura E. Babiak (*pro hac vice*)
BAILEY & GLASSER LLP
209 Capital Street
Charleston, WV 25301
Phone: 304.345.6555
Fax: 304.342.1110
Email: lbabiak@baileyglasser.com

**COHEN MILSTEIN SELLERS
& TOLL PLLC**

Michelle C. Yau (*pro hac vice*)
Mary J. Bortscheller (*pro hac vice*)
Daniel R. Sutter (admission *pro hac vice* pending)
1100 New York Ave. NW, Fifth Floor
Washington, DC 20005
(202) 408-4600
myau@cohenmilstein.com
mbortscheller@cohenmilstein.com
dsutter@cohenmilstein.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of January 2023, a copy of the foregoing document was served on all counsel of record via ECF.

/s/ Patricia Mulvoy Kipnis
Patricia Mulvoy Kipnis

EXHIBIT 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,**

Plaintiffs,

v.

**PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,**

Defendants.

Case No. 2:21-CV-02157-HB

DECLARATION OF GREGORY Y. PORTER

I, Gregory Y. Porter, declare as follows:

1. I am a member in good standing of the Bar of the Commonwealth of Virginia and the Bar of the District of Columbia. I am admitted to practice before this Court *pro hac vice*.
2. All the facts stated herein are true and correct within my personal knowledge, and if called as a witness, I could and would testify competently to the facts stated herein
3. I am more than 18 years of age, am capable of making this declaration, and have personal knowledge of the following.
4. I make this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement and Certification of Settlement Class
5. I am a partner of the law firm of Bailey & Glasser LLP, counsel to Plaintiffs in this lawsuit.
6. I have been actively involved in this lawsuit from the beginning of the investigation to

the present and have personally supervised the work performed by Bailey & Glasser employees.

7. I and other Bailey & Glasser attorneys have been actively involved in all stages of this lawsuit, including but not limited to investigating and preparing the Complaint, meeting and conferring with defense counsel regarding case management, opposing Defendants' motions to dismiss, reviewing Defendants' document productions, representing Plaintiffs at hearings and case conferences, and negotiating this settlement.

8. I have been working on ERISA class actions since 1998. I have served as lead or co-lead counsel for plaintiffs in many important ERISA cases, as described below.

9. I have direct experience in lawsuits under ERISA challenging Employee Stock Ownership Plan (ESOP) transactions. *See Brundle v. Wilmington Trust N.A.*, 241 F. Supp. 3d 610 (E.D. Va. 2017) (\$29.7 million trial judgment); *Allen v. GreatBanc Trust Co.*, 835 F.3d 670 (7th Cir. 2016) (reversing trial court ruling on motion to dismiss in an ESOP class action; lawsuit settled for \$2.3 million); *Jessop v. Larsen*, No. 14-cv-00916 (D. Utah) (\$19.8 million settlement secured for ESOP plan participants in 2017); *Swain v. Wilmington Trust, N.A.*, No. 17-071-RGA-MPT (D. Del.) (\$5 million settlement); *Casey v. Reliance Trust Co.*, 18-cv-00424-ALM-CMC (E.D. Tex.) (\$6.25 million settlement for ESOP plan participants); *Choate v. Wilmington Trust, N.A.*, 17-cv-250-RGA (D. Del.) (\$19.5 million settlement); *Blackwell v. Bankers Trust Co. of South Dakota*, No. 18-cv-141-KHJ-FKB (S.D. Miss.) (\$5 million settlement); *Fink v. Wilmington Trust, N.A.*, No. 19-cv-1193-CFC (D. Del.) (\$5.5 million settlement); *Godfrey v. GreatBanc Trust Co.*, 18-cv-7918 (N.D. Ill.) (\$16.5 million settlement); and *Nistra v. Reliance Trust Co.*, No. 16 C 4773 (N.D. Ill.) (\$13.36 million settlement). In December of 2016, I led a team of lawyers in an ERISA case that resulted in a \$30 million judgment. *Brundle*, 241 F. Supp. 3d 610. The Fourth Circuit affirmed the judgment in all respects. *See Brundle v. Wilmington Trust, N.A.*,

919 F.3d 763 (4th Cir. 2019). I argued the appeal for Plaintiffs-Appellees. Bailey & Glasser currently represents plaintiffs in several other ESOP lawsuits. A summary of Bailey & Glasser's ERISA practice experience is attached as Exhibit A.

10. Earlier this year, I was recognized by Chambers and Partners as being in the top band, "Band 1" for ERISA Litigation: Mainly Plaintiffs. Including myself, only six attorneys achieved that distinction, the highest available. Chambers rankings are based on factors including technical legal ability, professional conduct, client service, diligence and commitment.

11. I have direct experience in lawsuits under ERISA involving complex financial products and services, and fiduciary decision making about investments, including the following which are directly relevant to this case. *Diebold v. Northern Trust*, No. 09-1934 (N.D. Ill.) (\$34 million cash settlement in 2015); *Anderson v. Principal Life Ins. Co.*, No. 15-0119 (S.D. Iowa) (\$3 million cash and \$8.5 million in prospective relief in 2015); *Glass Dimensions, Inc. v. State Street Bank & Trust Co.*, No. 10-10588 (D. Mass.) (\$10 million cash settlement in 2014); *In re CMS Energy ERISA Litig.*, No. 02-CV-72834 (E.D. Mich.) (\$28 million recovered); *Sherrill v. Federal-Mogul Corp. Retirement Programs Committee*, No. 04-CV-72949 (E.D. Mich.) (\$14 million recovered); *Bilewicz v. FMR LLC*, No. 13-10636 (D. Mass.) (\$12 million cash and substantial prospective relief in 2014); *Figas v. Wells Fargo*, No. 08-04546 (D. Minn.) (\$17.5 million settlement in 2011). All of the cases listed above were about retirement plan fiduciaries making imprudent investment decisions. The *Northern Trust* and *Glass Dimensions* cases involved complex securities lending transactions involving hundreds of retirement plans. In those cases, I was the chief architect of the complaints, led the expert discovery for the plaintiffs, and successfully argued several key motions. The *Principal*, *Wells Fargo* and *FMR* cases involved very similar allegations, namely that conflicted fiduciaries selected proprietary investment

offerings for employee benefit plans to benefit the employer, not the employees. I developed the key concepts, supervised the investigation and preparation of the complaints, directed the experts and consultants, and drafted the key motions filings.

12. I also have represented defendants in complex ERISA cases. I was part of the defense trial team in an ERISA class action against Prudential Life Insurance Company, which resulted in a verdict for the defendants. *See Dupree v. The Prudential Ins. Co. of Am.*, 2007 WL2263892 (S.D. Fla. Aug. 7, 2007). In addition, I represented defendants in several of the earliest cases involving imprudent investments in employer stock, including *Koch v. Dwyer*, No. 98-5519 (S.D.N.Y.); *Tittle v. Enron*, No. 01-3913 (S.D. Tex.); and *Rankin v. Rots*, No. 02-CV-71045 (E.D. Mich.).

13. Ryan T. Jenny is a partner at Bailey & Glasser who joined the firm in 2015 after more than fifteen years representing ERISA defendants while at large corporate firms in the District of Columbia and New York. Mr. Jenny has represented plaintiffs in many fiduciary duty actions involving employee benefit plan investments in employer stock, such as *Brundle v. Wilmington Trust N.A.*, 241 F. Supp. 3d 610 (E.D. Va. 2017) (\$29.7 million trial judgment); *Allen v. GreatBanc Trust Co.*, 835 F.3d 670 (7th Cir. 2016) (reversing trial court ruling on motion to dismiss in an ESOP class action; lawsuit settled for \$2.3 million); *Swain v. Wilmington Trust, N.A.*, No. 17-071-RGA-MPT (D. Del.) (\$5 million settlement); *Casey v. Reliance Trust Co.*, 18-cv-00424-ALM-CMC (E.D. Tex.) (\$6.25 million settlement for ESOP plan participants); *Choate v. Wilmington Trust, N.A.*, 17-cv-250-RGA (D. Del.) (\$19.5 million settlement); *Blackwell v. Bankers Trust Co. of South Dakota*, No. 18-cv-141-KHJ-FKB (S.D. Miss.) (\$5 million settlement); *Fink v. Wilmington Trust, N.A.*, No. 19-cv-1193-CFC (D. Del.) (\$5.5 million settlement); *Nistra v. Reliance Trust Co.*, No. 16 C 4773 (N.D. Ill.) (\$13.36 million settlement);

Godfrey v. GreatBanc Trust Co., 18-cv-7918 (N.D. Ill.) (\$16.5 million settlement); *Crowley v. Corning, Inc.*, 02- CV-6172 (W.D.N.Y.); *Holtzschler v. Dynegey, Inc.*, No. H-05-3293 (S.D. Tex.); *Crocker v. KV Pharm. Co.*, No. 09-cv-198 (E.D. Mo.); *In re BP p.l.c. ERISA Litig.*, MDL No. 10-md-2185 (S.D. Tex.); and *Knight v. Lavine*, 12- CV-611 (E.D. Va.), as well as in actions involving various other ERISA fee, funding and fiduciary issues, such as *Alexander- Jones v. Wal-Mart Stores, Inc.*, No. C 10-03005 (N.D. Cal.); *In re Honda of Am. Mfg.*, No. 08- cv-1059 (S.D. Ohio); and *Sara Lee Corp. v. American Bakers Ass'n Ret. Plan*, No. 106CV00819 (D.D.C.). Mr. Jenny is a member of the firm's ERISA team and works on all of our ESOP cases.

14. Patrick Muench is a partner with Bailey & Glasser LLP who has specialized in complex litigation since 2009. Mr. Muench has served as counsel on ERISA cases involving breach of fiduciary claims, including *Brundle v. Wilmington Trust Ret. & Int'l Servs. Co.*, 241 F. Supp. 3d 610 (E.D. Va. 2017) (\$29.7 million trial judgment); *Allen v. GreatBanc Trust Co.*, 835 F.3d 670 (7th Cir. 2016) (reversing trial court ruling on motion to dismiss in an ESOP class action; lawsuit settled for \$2.3 million); *Jessop v. Larsen*, No. 14-cv-00916 (D. Utah) (\$19.8 million settlement secured for ESOP plan participants in 2017); *Swain v. Wilmington Trust, N.A.*, No. 17-071-RGA-MPT (D. Del.) (\$5 million settlement); *Casey v. Reliance Trust Co.*, 18-cv-00424-ALM-CMC (E.D. Tex.) (\$6.25 million settlement for ESOP plan participants); *Choate v. Wilmington Trust, N.A.*, 17-cv-250-RGA (D. Del.) (\$19.5 million settlement); *Blackwell v. Bankers Trust Co. of South Dakota*, No. 18-cv-141-KHJ-FKB (S.D. Miss.) (\$5 million settlement); *Fink v. Wilmington Trust, N.A.*, No. 19-cv-1193-CFC (D. Del.) (\$5.5 million settlement); *Godfrey v. GreatBanc Trust Co.*, 18-cv-7918 (N.D. Ill.) (\$16.5 million settlement); and *Nistra v. Reliance Trust Co.*, No. 16 C 4773 (N.D. Ill.) (\$13.36 million settlement). Mr. Muench is a member of the firm's ERISA team and works on all of our ESOP cases.

15. I believe that the Settlement Agreement between the parties is fair and reasonable and in the best interests of the Settlement Class. The reasons for this belief are set forth in the Motion for Preliminary Approval.

16. Bailey & Glasser filed their original Complaint on May 11, 2021. Plaintiffs, then including Lisa Bush and with co-counsel Cohen Milstein Sellers & Toll, PLLC (“Cohen Milstein”), filed an Amended Complaint on August 30, 2021. My firm and co-counsel Cohen Milstein have vigorously litigated this case since the lawsuit began.

17. Bailey & Glasser and Cohen Milstein have been responsible for, among other things: investigating the case; drafting and filing the complaint; opposing Defendants’ motions to dismiss; meeting and conferring with defense counsel regarding case management; reviewing the documents produced in informal discovery; analyzing valuation issues and the ESOP’s potential recovery; consulting with a valuation expert who prepared preliminary analysis regarding the ESOP Transaction valuation, including an estimate that the Plan overpaid by between \$8.6 and \$22.4 million; consulting with Plaintiffs; drafting and serving discovery requests; and negotiating the terms contained in the Settlement Agreement.

18. Before commencing the settlement process, Bailey & Glasser and Cohen Milstein conducted an extensive investigation and the litigation was sufficiently advanced, such that counsel had sufficient information about the nature and extent of the challenged practices, and the merits of the legal claims and factual allegations. Through the informal discovery process, Cohen Milstein and Bailey & Glasser received and reviewed typed notes from discussions the Trustee had about the ESOP Transaction; insurance policies; the World Travel ESOP Plan Document; the World Travel ESOP Trust agreement; the executed ESOP Transaction documents; an opinion letter from the Trustee’s financial advisor; memorandums from the

Trustee regarding its selection of a financial advisor and detailing its fiduciary review process and a potential tax issue; the valuation report prepared by the Trustee's financial advisor; valuation report prepared by the Company's valuation advisor; agenda for a due diligence meeting with the Trustee and its advisors; engagement letters for, and document request lists from, World Travel's advisors; financial projections; communications from third parties expressing interest in acquiring World Travel; information on World Travel's top customers over time; engagement agreements with the Trustee and its advisors; information presented to ESOP participants such as frequently asked questions and answers about the ESOP and a presentation from a town hall meeting; due diligence task lists; and World Travel Board of Directors meeting minutes and resolutions.

19. In addition to informal discovery, Plaintiffs issued Requests for Production of Documents to Defendants and document subpoenas to individuals and entities involved in the ESOP Transaction: World Travel; the Trustee's legal and financial advisors; entities that showed interest in acquiring World Travel; and advisors to World Travel and the Selling Shareholder

20. The Parties conducted extensive arm's-length negotiations, starting on March 25, 2022. Plaintiffs reviewed the documents produced in formal and informal discovery for several months and then then engaged in negotiations over the terms of the Settlement between September 1, 2022 and October 19, 2022 to arrive at the terms contained in the Settlement Agreement, attached hereto as Exhibit B.

21. Bailey & Glasser LLP and Cohen Milstein have represented several other plaintiffs in lawsuits against institutional ESOP trustees in the past, and therefore are very familiar with their work-product and record-keeping. This was helpful in analyzing potential recoveries. Likewise, Defendants' counsel is also very experienced in ESOP litigation and therefore counsel on both

sides were familiar with the key issues and categories of documents necessary to evaluate Plaintiffs' claims and the defenses. Bailey & Glasser and Defendants' Counsel have litigated at least ten other ESOP actions against each other in the last five years presenting similar ERISA issues.

22. According to World Travel's counsel, there are approximately 728 participants who vested at some point between the formation of the plan and on or prior to January 1, 2023.

23. Before subtracting expenses and attorneys' fees, each of the approximately 728 Class members will receive approximately \$11,950 on average.

24. Bailey & Glasser and Cohen Milstein's depth of experience with ESOP and ERISA claims and class action litigation allowed them to pursue the case and negotiate a settlement that capitalized on the claims' strengths while taking into account the risks of continued litigation.

25. Bailey & Glasser and Cohen Milstein will not seek litigation expenses in excess of \$100,000.

26. A true and correct copy of the proposed Settlement Administrator's, Analytics Consulting, LLC, summary of experience is attached as Exhibit C.

27. Within thirty (30) days of the entry of the preliminary approval order, the Settlement Administrator shall cause the Class Notice to be disseminated to the Class Members by first class mail and shall post the Class Notice on a website along with the Preliminary Approval Order, Plan of Allocation, and other court documents related to the Settlement and approval process.

28. For any mail to the Class Members that is returned, the Settlement Administrator will engage in a standardized process to identify and locate those Class Members.

29. A true and correct copy of the Declaration of Shari Ahrendsen is attached as Exhibit D.

30. A true and correct copy of the Declaration of Barry Clement is attached as Exhibit E.

31. On average, each Class Member with a vested account balance will receive over \$11,950 before fees, costs and other settlement expenses are deducted, which is significantly greater than per class member recoveries in other ERISA cases

Case	Recovery	Per Class Member Avg. Gross Recovery
<i>Dennard v. Transamerica Corp.</i> , No. 15-cv-30 (N.D. Iowa)	\$3,800,000	\$148.55
<i>Main v. American Airlines, Inc.</i> , No. 16-cv-473 (N.D. Tex.)	\$22,000,000	\$212.65
<i>Moreno v. Deutsche Bank Am. Holding Corp.</i> , No. 15-cv-9936 (S.D.N.Y.)	\$14,000,000	\$388.02
<i>Richards-Donald v. Teachers Ins. and Annuity Ass'n of Am.</i> , No. 15-cv-8040 (S.D.N.Y.)	\$5,000,000	\$189.09
<i>Sims v. BB&T Corp.</i> , No. 15-cv-732 (M.D.N.C.)	\$24,000,000	\$330.43
<i>Urakhchin v. Allianz Asset Mgmt. of Am., LP</i> , No. 15-cv-1614 (C.D. Cal.)	\$12,000,000	\$2,065.40
<i>Velazquez v. Massachusetts Fin. Servs. Co.</i> , No. 17-cv-11249 (D. Mass.)	\$6,875,000	\$2,291.67
<i>Price v. Eaton Vance Corp.</i> , No. 18-cv-12098 (D. Mass.)	\$3,450,000	\$1,326.92
<i>Pease v. Jackson Nat'l Life Ins. Co.</i> , No. 17-cv-284 (W.D. Mich.)	\$4,500,000	\$392.88
<i>Schapker v. Waddell & Reed Fin. Inc.</i> , No. 17-cv-2365 (D. Kan.)	\$4,875,000	\$1,064.41

I declare, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed at Washington D.C. this 25th day of January 2023.

By: /s/ 

GREGORY Y. PORTER

EXHIBIT A



ERISA, Employee Benefits & Trust Litigation

Bailey Glasser handles class actions and high stakes individual actions involving employee pension benefits—including employee stock ownership plans (ESOPs), 401(k) plans and other defined contribution or individual account plans, and traditional defined benefit pension plans—and trust litigation involving family and other private trusts. We litigate these actions throughout the United States under the federal employee benefits law known as the Employee Retirement Income Security Act (ERISA) and under state trust law.

Our clients include employees, former employees, retirees, and trust beneficiaries, as well as businesses and other professionals victimized by fraud, investment mismanagement, hidden and undisclosed fees, and illegal benefit cutbacks. We have recovered hundreds of millions of dollars for our clients in litigation claiming breaches of fiduciary duty, prohibited transactions, and other violations of the law. Our fiduciary duty practice also includes claims in the growing area of ERISA welfare benefit plan litigation, such as claims challenging systematic denials of treatments under medical plans under policies that violate ERISA.

ESOPs

Bailey Glasser focuses on ESOPs that invest in private companies. Federal pension law provides generous tax subsidies to shareholders and companies that sell their stock to an ESOP. In exchange for these tax benefits, federal law requires that an independent trustee decides whether the stock transaction should happen. Independent trustees are supposed to act like a hypothetical prudent buyer in the market for a private company. Unfortunately, in our experience, these trustees do not conduct adequate due diligence, do not have a sophisticated understanding of corporate transactions, and are more interested in collecting trustee fees paid by the employer than doing their job.

The US Department of Labor has long identified ESOPs as an enforcement priority due to rampant abuses by plan service providers, and the firm has worked closely with the DOL on lawsuits. Bailey Glasser's ESOP practice strives to obtain real money for our clients and create real changes in the industry.

Multi-Trust Class Actions

Bailey Glasser's ERISA team has deep experience with complex, multi-plan class actions involving esoteric trading practices and opaque financial products. We represented hundreds of retirement plans in class actions against major financial institutions engaged in conflicted and imprudent securities lending practices that cost the plans millions. In one such case, against Northern Trust Company in Chicago federal court, we recovered \$36 million for our clients. We also successfully prosecuted a

BAILEY GLASSER

complex, unlawful tax-fee against BNY Mellon on behalf of thousands of family trusts, ultimately recovering millions for our clients. Currently, we are prosecuting an ERISA class action against Intel Corp. involving poor performing hedge funds and private equity investments.

401(k) Plans

Bailey Glasser has a long history of representing employees and retirees harmed by hidden or excessive fees, or imprudent investments, in their 401(k) plans. Our experienced team understands the various ways financial-services companies can profit from workers' hard-earned retirement savings. We have successfully litigated at all levels, including the United States Supreme Court, recovered over \$100 million on behalf of our clients, and provided meaningful improvements to retirement plans across the country.

Pension Plans

Our team represents plan participants and beneficiaries in claiming the benefits that they were promised, and earned, under the written terms of their pension plans. In addition, plan sponsors are prohibited by law from amending qualified plans to decrease participants' "accrued benefits" and from eliminating or reducing certain "protected benefits." We have attorneys experienced in "anti-cutback rule" litigation. Bailey Glasser has recently been spearheading litigation alleging that actuarial assumptions used to determine optional forms of benefits or early retirement benefits are outdated. We are seeking losses to participants caused by use of outdated actuarial assumptions that cause benefits to be paid that are not actuarially equivalent to the annual monthly benefit (typically expressed as a single life annuity) payable at normal retirement age.

Trust Litigation

We understand how trustees, money managers, and investment advisors operate, and know how to spot hidden fees and mismanagement. Bailey Glasser recently finalized a nationwide class action on behalf of private family trusts who were being charged hidden fees by a large bank.

Health and Medical Plans

Our team members collectively have decades of experience in ERISA fiduciary duty litigation. We represent participants and beneficiaries in health care and medical plans to challenge systematic denials of treatments under policies that violate ERISA, and violations of mental health parity law.

BAILEY GLASSER

Experience Includes

Making the Law

- Won a unanimous decision in the United States Supreme Court in *Sulyma v. Intel Corp*, a case brought on behalf of participants in Intel's 401(k) plan concerning alleged imprudent investments in several of the Plan's investment options. The Supreme Court decision set new standards for ERISA's statute of limitations.
- Won a \$30 million trial judgment in *Brundle v. Wilmington Trust*, a case involving multiple breaches of duty by the trustee and complex valuation issues in an ESOP transaction; won a complete affirmance by the US Court of Appeals for the Fourth Circuit, establishing new law on ESOPs that has been cited nationwide.
- Obtained a precedent-setting decision by the US Court of Appeals for the Seventh Circuit in *Allen v. GreatBanc Trust Co.*, which established important pleading standards in ESOP cases.
- Obtained a groundbreaking order that ESOP-owned company's indemnification of ESOP trustee violated ERISA in *McMaken v. Chemonics*.

ESOPs

- Won a \$30 million trial judgment in *Brundle v. Wilmington Trust*, a case involving multiple breaches of duty by the trustee and complex valuation issues in an ESOP transaction; won a complete affirmance by the US Court of Appeals for the Fourth Circuit, establishing new law on ESOPs that has been cited nationwide.
- Settled an ESOP lawsuit for \$19.5 million, in *Jessop v. Larsen*, working closely with the US Department of Labor; yielded an average class member recovery of over \$30,000
- Recovered \$19.5 million for ESOP participants just before trial. *Choate v. Wilmington Trust*
- Recovered \$12 million for ESOP participants after one-week trial. *Nistra v. Reliance Trust*
- Recovered \$6.25 million for ESOP participants. *Casey v. Reliance Trust*
- Recovered \$5 million for ESOP participants even though plaintiffs had signed releases. *Fiorito v. Wilmington Trust*

401(k) Plans

- Recovered \$17 million for plan participants from Neuberger Berman in case alleging imprudent investment in proprietary fund. *Bekker v. Neuberger*

BAILEY GLASSER

- Settled a lawsuit against Franklin Templeton for \$26 million where the plaintiffs alleged that Franklin Templeton stuffed its own employee 401(k) plan with Franklin Templeton mutual funds despite a conflict of interest. *Cryer v. Franklin*
- Settled a lawsuit against Fidelity Investments for \$12 million where the plaintiffs alleged that Fidelity stuffed its own employee 401(k) plan with Fidelity mutual funds. *Bilewicz v. Fidelity*

Multi-Trust Financial Class Actions

- Settled a complex securities lending action for \$36 million against Northern Trust on behalf of hundreds of retirement plans across the country. *Diebold v. Northern Trust*
- Obtained class certification of hundreds of retirement plans in complex securities lending that settled for \$10 million. *Glass Dimensions v. State Street*
- Settled a multi-state class action against BNY Mellon for \$10 million on behalf of hundreds of private family trusts who had been charged hidden fees. *Henderson v. BNY Mellon*
- Prosecuting multi-plan class action alleging imprudent investments in hedge funds and private equity that cost plans billions of dollars. Won groundbreaking case in Supreme Court that allowed case to proceed. *Sulyma v. Intel Corp.*

BAILEY GLASSER LLP



Partner
Gregory Y. Porter

Washington, DC
1055 Thomas Jefferson Street NW
Suite 540
Washington, DC 20007
T: 202.548.7790 F: 202.463.2103
gporter@baileyglasser.com

“This is a wonderful result for your clients and for everyone, and I appreciate it. It is really wonderful when a judge has such fine lawyers in front of her. Throughout this case ...the quality of the work for all the parties has really been extraordinarily good...Congratulations to all of you for the fine work.”

Diebold v. Northern Trust Investments (recovered \$36 million)

Greg Porter has extensive trial and class action experience in complex pension, 401(k) plan, and employee stock ownership plan (ESOPs) lawsuits in federal court. Greg has led the firm’s ERISA and trust practice to major trial and appellate victories, including seminal decisions in the Seventh and Fourth Circuit Courts of Appeal and a \$30 million trial judgment that broke new ground for ESOPs. With co-counsel, the firm’s ERISA practice won a 9-0 decision in the Supreme Court, Intel Corp v. Sulyma, that established key statute of limitations rights for employees in ERISA cases.

Greg has recovered hundreds of millions of dollars on behalf of employees who lost retirement savings in 401(k) plans and ESOPs. He understands complex financial transactions, investments, and instruments.

Greg has also developed techniques for successfully investigating and prosecuting complex lawsuits involving business valuation, securities lending, hedge funds, and private equity. He is a skilled appellate advocate who has argued appeals in the Second, Fourth, Sixth and Eighth US Circuit Courts of Appeal.

Government Service / Previous Employment

United States Army, Infantry Branch

Executive Director, National Organization for the Reform of Marijuana Laws (NORML)

BAILEY GLASSER

Practice Areas

Appellate and Supreme Court Practice
Business Valuation
Cannabis Law
Class Actions
Commercial Litigation
COVID-19 Long-Term Disability
ERISA, Employee Benefits & Trust Litigation
Labor & Employment

Education

J.D., University of Southern California Gould *School of Law*, 1996, Order of the Coif, Articles Editor, *Southern California Law Review*, Paralyzed Veterans of America Scholarship - Teaching and Research Assistant

B.A., University of Massachusetts Amherst, 1989, Winning History Department Essay (1988)

Admissions

District of Columbia
New York
Virginia
U.S. Supreme Court
U.S. Court of Appeals for the First Circuit
U.S. Court of Appeals for the Second Circuit
U.S. Court of Appeals for the Third Circuit
U.S. Court of Appeals for the Fourth Circuit
U.S. Court of Appeals for the Fifth Circuit
U.S. Court of Appeals for the Sixth Circuit
U.S. Court of Appeals for the Seventh Circuit
U.S. Court of Appeals for the Eighth Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. District Court, District of Columbia
U.S. District Court, Central District of Illinois
U.S. District Court, Northern District of Ohio
U.S. District Court, Eastern District of Virginia



Representative Matters

- Won a \$30 million trial judgment in *Brundle v. Wilmington Trust*, a case involving multiple breaches of duty by the trustee and complex valuation issues in an ESOP transaction; won a complete affirmance by the US Court of Appeals for the Fourth Circuit, establishing new law on ESOPs that has been cited nationwide
- Represented Intel employees in *Sulyma v. Intel Corp*, a case claiming that retirement plan trustees lost substantial retirement savings by investing in hedge funds and private equity. In February 2020, the Supreme Court issued a unanimous decision in favor of our clients, the employees, on a key statute of limitations defense
- Obtained a precedent-setting decision by the US Court of Appeals for the Seventh Circuit in *Allen v. GreatBanc Trust Co.*, which established important pleading standards in ESOP cases
- Settled an ESOP lawsuit for \$19.5 million, in *Jessop v. Larsen*, working closely with the US Department of Labor; yielded an average class member recovery of over \$30,000
- Settled a complex securities lending action for \$36 million against Northern Trust on behalf of hundreds of retirement plans across the country
- Settled a lawsuit against Franklin Templeton for \$26 million where the plaintiffs alleged that Franklin Templeton stuffed its own employee 401(k) plan with Franklin Templeton mutual funds despite a conflict of interest
- Settled a lawsuit against Neuberger Berman for \$17 million where the plaintiffs alleged that Neuberger pushed a low-performing and expensive proprietary mutual fund on its own employee 401(k) plan despite a conflict of interest
- Represents employees in multiple pension plan lawsuits claiming that employers used outdated mortality tables, some 50 years old, to improperly calculate pension benefits
- Represents employees in multiple ESOP lawsuits claiming that trustees caused employees to pay more than fair market value for employer stock
- Won a trial on behalf of the defendant in *Dupree v. Prudential Insurance Company*, where the plaintiffs alleged hundreds of millions of dollars in pension losses

Community and Professional Activities

Employee Benefits Committee, American Bar Association's Labor and Employment Section, Member

BAILEY GLASSER **LLP**

Awards & Accolades



Gregory Porter

Chambers USA, District of Columbia; ERISA Litigation: Mainly Plaintiffs (2022)

Best Lawyers in America, Litigation - ERISA and Employee Benefits (ERISA) Law (2022 - 2023)

BAILEY GLASSER **LLP**



Attorney

Laura Babiak

Charleston, WV
209 Capitol Street
Charleston, WV 25301
T: 304.345.6555 F: 304.342.1110
lbabiak@baileyglasser.com

Laura Babiak represents clients in complex pension, 401(k) plan, and employee stock ownership plan matters. Before joining Bailey Glasser, Laura worked as a student clinician in West Virginia University College of Law's United States Supreme Court Clinic, representing clients on appeals before the U.S. Court of Appeals for the Fourth Circuit and the U.S. Supreme Court.

Laura also handles matters related to the denial of long-term disability benefits for people impacted by COVID-19, including individuals who are immunocompromised or have other issues that impact their ability to be in-person at workplaces, or who have long-haul COVID.

Clerkships

Law Clerk, Honorable John T. Copenhaver, Jr., US District Court for the Southern District of West Virginia (2019-2020)

Practice Areas

COVID-19 Long-Term Disability
ERISA, Employee Benefits & Trust Litigation

Education

J.D., West Virginia University College of Law, 2019, Order of the Coif
B.S., West Virginia University, 2016, summa cum laude

Admissions

West Virginia
U.S. District Court, Southern District of West Virginia



Representative Matters

- Representing surgeon in federal case against Unum related to COVID-19 and the denial of long-term disability benefits under an ERISA long-term disability plan.

BAILEY GLASSER



Partner

Mark G. Boyko

Missouri
34 N. Gore Ave
Suite 102
Webster Groves, MO 63119
T: 314.863.5446 F: 304.342.1110
mboyko@baileyglasser.com

Mark Boyko practices primarily in the area of complex fiduciary breach and prohibited transaction litigation, representing clients in actions brought under the Employee Retirement Income Security Act of 1974 (ERISA). He has secured judgments and settlements in this area exceeding \$500 million and handled successful appeals in federal circuit courts as well as the US Supreme Court.

Mark is a pioneer in ERISA class action litigation, representing workers and retirees in many of the earliest cases in his field. In these matters, Mark represents 401(k) plan participants alleging breach of fiduciary duties in order to hold employers and Wall Street accountable for the plans' investments and fees.

His practice also includes numerous private company ESOP cases in which he represents workers claiming that fiduciary trustees caused their employee stock ownership plans (ESOPs) to overpay corporate insiders for private company stock. Additionally, Mark represents pension plan participants in cases alleging that plans using decades-old mortality tables have unfairly reduced monthly benefits for married retirees.

Mark also handles matters related to the denial of long-term disability benefits for people impacted by COVID-19, including individuals who are immunocompromised or have other issues that impact their ability to be in-person at workplaces, or who have long-haul COVID.

Mark's practice additionally includes providing legal and strategic services to founders, startups, and small businesses from pre-conception through Series-A funding.

Awards & Accolades

Super Lawyers, Missouri, "Rising Star," Class Action/Mass Torts, Employee Benefits, Business/Corporate, Personal Injury - General (2020)

BAILEY GLASSER

Practice Areas

Appellate and Supreme Court Practice
Arbitration & Dispute Resolution
Business & Finance
COVID-19 Long-Term Disability
ERISA, Employee Benefits & Trust Litigation
Life Sciences
Private & Family Businesses

Education

LL.M., New York University School of Law, 2005
J.D., University of Missouri - School of Law, 2004
B.A., University of Illinois at Urbana–Champaign, 2001

Admissions

Missouri
Illinois
New York

Representative Matters

- Representing surgeon in federal case against Unum related to COVID-19 and the denial of long-term disability benefits under an ERISA long-term disability plan.
- Represents employees and 401(k) plan participants in litigation alleging employers used their own expensive proprietary investment products in the plans because of the benefit to the employer
- Represents retirees and defined benefit pension plan participants in litigation against employers such as American Airlines and Anheuser Busch concerning the actuarial calculations the plans use to calculate pension benefits
- Represents current and former employees in litigation alleging that the purchase or sale of privately held stock by an Employee Stock Ownership Plan (ESOP) was not at market prices and instead done to benefit the corporate founders or insiders
- Represents workers and retirees alleging their employer imprudently concentrated their 401(k) plan investments in single stocks or a small number of stocks
- Represents Embark Veterinary, Inc., a canine genetic testing company, on corporate matters from company origin

BAILEY GLASSER

- Represents startups in diverse fields including medical monitoring and YouTube/entertainment

Community and Professional Activities

Director, Kirkwood R-VII School District

St. Louis County Economic Rescue Team

Board Member, Places for People (2009-2021)

Vice-Chair, Employee Benefits General Committee, American Bar Association's Torts, Trial, and Insurance Practice Section (2020-21)

Former professional soccer referee

BAILEY GLASSER **LLP**



Partner

Ryan T. Jenny

Washington, DC
1055 Thomas Jefferson Street NW
Suite 540
Washington, DC 20007
T: 202.548.7785 F: 202.463.2103
rjenny@baileyglasser.com

Ryan T. Jenny practices primarily in the area of complex employee benefits litigation, representing clients in actions brought under the Employee Retirement Income Security Act of 1974 (ERISA). He has litigated a broad range of ERISA individual and class actions at both the trial and appellate levels, with a focus on fiduciary duties and prohibited transactions.

Ryan's litigation practice includes numerous private company ESOP cases in which he represents workers claiming that fiduciary trustees caused their employee stock ownership plans (ESOPs) to overpay for private company stock. Other representative ERISA cases have focused on claims involving excessive fees, publicly traded company employer stock investment options, medical plan coverage, misrepresentation and nondisclosure, discrimination and unlawful termination intended to interfere with benefits, and the termination of retiree health benefits. Ryan has also represented multiemployer plan trustees in actions arising under the Labor Management Relations Act (LMRA).

For 20 years in the District of Columbia and New York, Ryan has litigated and counseled in the areas of ERISA, the Affordable Care Act (ACA), the Health Insurance Portability and Accountability Act (HIPAA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), and other employment statutes and regulations. Ryan maintains a national litigation practice, and recently litigated cases in federal courts in Illinois, Texas, Delaware, Ohio, Mississippi, Virginia, and other states.

Pro Bono Service

For seven years Ryan managed a team that provided pro bono representation to Holocaust survivors claiming benefits under Germany's Social Security Pension Program and German Ghetto Work Payment Program.

Government Service / Previous Employment

Law Clerk, American Psychological Association, Legal and Regulatory Affairs Department

BAILEY GLASSER

Practice Areas

Appellate and Supreme Court Practice
ERISA, Employee Benefits & Trust Litigation

Education

J.D., The George Washington University Law School, 1999
B.A., The University of Chicago, 1995

Admissions

District of Columbia
New York
U.S. Court of Appeals for the Fourth Circuit
U.S. Court of Appeals for the Fifth Circuit
U.S. Court of Appeals for the Seventh Circuit
U.S. Court of Appeals for the Eighth Circuit
U.S. District Court, District of Columbia
U.S. District Court, Western District of New York
U.S. District Court, Southern District of New York
U.S. District Court, Northern District of Illinois
U.S. District Court, Central District of Illinois
U.S. District Court, District of Colorado

Representative Matters

- Achieved a \$30 million trial judgment in *Brundle v. Wilmington Trust*, a case involving breaches of ERISA duties by an ESOP trustee in a stock purchase transaction; affirmed on appeal by the U.S. Court of Appeals for the Fourth Circuit, establishing new law on ESOPs
- Established important complaint pleading standards in ESOP cases in decision by the U.S. Court of Appeals for the Seventh Circuit, in *Allen v. GreatBanc Trust Co.*
- Precedent-setting decision in *Crowley v. Corning*, one of the foundational decisions in the area of ERISA employer stock litigation

BAILEY GLASSER **LLP**



Partner
Patrick Muench

Chicago, Illinois
318 W. Adams St.
Suite 1512
Chicago, IL 60606
T: 312.995.7143 F: 304.342.1110
pmuench@baileyglasser.com

Patrick Muench litigates complex commercial cases with emphasis on ERISA, antitrust, and oil and gas disputes. He handles all aspects of these matters from discovery through trial.

Clerkships

Law Clerk, Hon. Robert M. Dow Jr., U.S. District Court for the Northern District of Illinois (2007 - 2009)

Practice Areas

Business Valuation
Commercial Litigation
Energy - Oil & Gas
ERISA, Employee Benefits & Trust Litigation

Education

J.D., University of Illinois College of Law, 2006, *cum laude*, Rickert Award for Excellence in Advocacy, Best Brief at 2006 National Environment Moot Court Competition
B.A., University of Texas at Austin, 2000

Admissions

Illinois
U.S. Court of Appeals for the Fourth Circuit
U.S. District Court, Northern District of Illinois

BAILEY GLASSER

Representative Matters

- Won a \$30 million trial judgment in *Brundle v. Wilmington Trust*, a case involving multiple breaches of duty by the trustee and complex valuation issues in an ESOP transaction; won a complete affirmance by the U.S. Court of Appeals for the Fourth Circuit, establishing new law on ESOPs that has been cited nationwide
- Represented the FDIC in its capacity as receiver of Colonial Bank; case resolved favorably to the FDIC as part of a multi-case, multi-agency settlement for \$16.65 billion, the largest single-company settlement in U.S. history

Community and Professional Activities

Illinois State Bar Association

EXHIBIT B

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**SHARI AHRENSEN, BARRY
CLEMENT, LISA BUSH, AND THOMAS
KALLAS, on behalf of the World Travel,
Inc. Employee Stock Ownership Plan, and
on behalf of a class of all other persons
similarly situated,**

Plaintiffs,

v.

**PRUDENT FIDUCIARY SERVICES,
LLC, et. al.,**

Defendants.

Case No. 2:21-cv-02157-HB

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Settlement Agreement") is entered into between Plaintiffs Shari Ahrendsen, Barry Clement, Lisa Bush, and Thomas Kallas (collectively, "Plaintiffs"), individually and on behalf of the Settlement Class (as defined below) on the one hand, and Defendants Prudent Fiduciary Services, LLC ("PFS"), Miguel Paredes, and James A. Wells (collectively, "Defendants") on the other hand (Plaintiffs and Defendants collectively referred to as "Parties").

RECITALS

WHEREAS, prior to December 20, 2017, World Travel, Inc. ("World Travel") was a privately held company whose shares were held by Defendant James A. Wells ("Selling Shareholder" or "Mr. Wells");

WHEREAS, on or about September 11, 2017, Mr. Wells as Chairman of World Travel

engaged Miguel Paredes ("Trustee" or "Mr. Paredes") to serve as the independent trustee¹ of the World Travel, Inc. Employee Stock Ownership Plan ("ESOP") for the purpose of determining whether the ESOP should purchase 100 percent of World Travel's stock ("Stock");

WHEREAS, the Trustee approved the purchase by the ESOP of 100 percent of World Travel's common stock for \$198,600,000, with the purchase financed by a loan from World Travel for \$51,600,000 bearing an annual interest rate of 2.64% ("Company ESOP Loan and Pledge Agreement") and a loan from the Selling Shareholder for \$147,000,000 bearing an annual interest rate of 2.64% ("Seller ESOP Loan and Pledge Agreement"), as consolidated ("Consolidated ESOP Loan and Pledge Agreement"), from the Selling Shareholder to the ESOP (the "ESOP Transaction");

WHEREAS, the ESOP Transaction closed on December 20, 2017 (the "Closing Date");

WHEREAS, after the Closing Date, shares of World Travel's Stock that had been purchased by the ESOP were periodically allocated to ESOP participants' ("Participants") accounts following the payment by World Travel of contributions to the ESOP and the ESOP's corresponding payments back to World Travel to satisfy the debt payment obligations under the promissory note ("Consolidated ESOP Note");

WHEREAS, on May 11, 2021, Plaintiffs, on behalf of a putative class of participants and beneficiaries in the ESOP, filed a class action complaint against the Defendants in the United States District Court for the Eastern District of Pennsylvania, Case No. 2:21-CV-02157-HB (the "Lawsuit");

WHEREAS, Plaintiffs alleged that Defendants violated the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001 *et seq.*, in connection with the ESOP Transaction;

¹ Defendant PFS was the Trustee's operating company at all relevant times.

WHEREAS, on August 30, 2021, Plaintiffs filed a First Amended Complaint;

WHEREAS, on February 1, 2022, the Court dismissed the First Amended Complaint as to Richard G. Wells and James R. Wells;

WHEREAS, on July 14, 2022, Plaintiffs filed a Second Amended Complaint;

WHEREAS, on July 28 and 29, 2022, Defendants filed Answers to the Second Amended Complaint, denying all liability and asserting affirmative defenses;

WHEREAS, Defendants continue to deny all material allegations in the Second Amended Complaint and, more generally, deny any wrongdoing or liability with respect to the ESOP or the ESOP Transaction. Defendants maintain that, at all relevant times, they have acted reasonably and prudently with respect to the ESOP and the ESOP participants and beneficiaries and, further, that their actions at all times have complied with all applicable laws; and

WHEREAS, the Parties, through their counsel, participated in arm's-length and good faith settlement discussions and reached an agreement in principle regarding a settlement of the Lawsuit.

NOW, THEREFORE, it is agreed by the Parties, in consideration of the promises, covenants, and agreements herein stated, and for other good and valuable consideration, that the Lawsuit and Released Claims (as defined herein) shall be settled and dismissed on the merits and with prejudice in accordance with the following terms and conditions, all subject to the approval by the Court.

1. Additional Definitions.

1.1 "Class Member" shall mean a member of the Settlement Class.

1.2 "Class Notice" shall mean notice of the Settlement to the Settlement Class in a form and substance substantially similar to Exhibit A to the form of Preliminary Approval Order (which is attached hereto as Exhibit 1), to be provided pursuant to the Preliminary Approval Order in the

manner and form approved by the Court and in compliance with Rule 23 of the Federal Rules of Civil Procedure.

1.3. "Court" shall refer to the United States District Court for the Eastern District of Pennsylvania.

1.4 "Fairness Hearing" shall mean the hearing at which the Court will consider whether the Settlement should be approved pursuant to Rule 23 of the Federal Rules of Civil Procedure.

1.5 "Final" shall mean (i) the time expired to file an appeal, motion for reargument, motion for rehearing, petition for a writ of certiorari or other writ ("Appeal Proceeding") with respect to a judicial ruling or order with no such Appeal Proceeding having been filed; or (ii) if an Appeal Proceeding has been filed with respect to such judicial ruling or order, (a) the judicial ruling or order has been affirmed without material modification and with no further right of review, or (b) such Appeal Proceeding has been denied or dismissed with no further right of review.

1.6 "Final Order" shall mean a final judgment and order of dismissal which is to be entered by the Court finally approving the terms of this Settlement Agreement and dismissing the Lawsuit with prejudice. The form of this final order is attached hereto as Exhibit 2.

1.7 "Plaintiffs' Counsel" shall mean Bailey & Glasser, LLP and Cohen Milstein Sellers & Toll PLLC.

1.8 "Preliminary Approval Order" shall mean the order preliminarily approving the Settlement substantially in the form attached as Exhibit 1 hereto.

1.9 "Settlement" shall mean the settlement to be consummated under this Settlement Agreement.

1.10 "Settlement Administrator" shall mean Analytics Consulting, LLC.

1.11 "Settlement Amount" shall mean \$8,700,000.

1.12 "Settlement Class" shall mean all persons who, at any time on or prior to January 1, 2023, were vested participants in the ESOP and the beneficiaries of such participants. Excluded from the Settlement Class are the shareholders who sold their World Travel, Inc. stock to the ESOP, directly or indirectly, and their immediate families; the directors of World Travel, Inc. and their immediate families; and legal representatives, successors, and assigns of any such excluded persons.

1.14 "Service Awards" shall mean the amounts requested by Plaintiffs to be awarded to Shari Ahrendsen, Barry Clement, Lisa Bush, and Thomas Kallas in recognition of their service as class representatives.

2. Conditions to Finality of Settlement.

The Settlement shall be unconditional when each of the following conditions in Sections 2.1 through 2.5 have been satisfied. The Parties will use reasonable good faith efforts to cause each of the conditions to occur within the times indicated.

2.1. Condition #1: Class Certification for Purposes of Settlement.

The Court shall certify the Settlement Class as a non-opt-out class for settlement purposes pursuant to Rule 23(a)(1)-(4), 23(b)(1) and/or (2), and 23(e) of the Federal Rules of Civil Procedure, with Plaintiffs as the named class representatives and Plaintiffs' Counsel as counsel for Plaintiffs and the Settlement Class. The Parties agree to certification of the Settlement Class for settlement purposes only, and Defendants agree not to challenge certification of the Settlement Class for settlement purposes. The Parties further agree that if the Settlement does not become unconditional, then no Settlement Class will be deemed to have been certified by, or as a result of, this Settlement Agreement, and the Lawsuit and the claims asserted therein will revert to their status as of the day immediately before the execution of this Settlement Agreement. In such event, Defendants will not be deemed to have consented to the certification of any class, the agreements and

stipulations in this Settlement Agreement or its Exhibits concerning class definition, class period, or class certification shall not be used in any way to support class definition, any class period, class certification, or for any other purpose, and Defendants will retain all rights to oppose class certification.

2.2. Condition #2: Court Approval.

The Settlement shall have been approved by the Court in accordance with the following steps:

2.2.1. Motion for Preliminary Approval of Settlement and of Notices.

On or before January 25, 2023, Plaintiffs will file a motion ("Preliminary Approval Motion") with the Court for entry of the Preliminary Approval Order in the form annexed as Exhibit 1 hereto. Plaintiffs shall give Defendants at least five (5) days to review the Preliminary Approval Motion before filing. Defendants may, but shall not be required to, submit papers in connection with the Preliminary Approval Motion.

2.2.2. Service of Notice under the Class Action Fairness Act.

Defendants shall prepare and serve the notices required by the Class Action Fairness Act of 2005, PL 109-2 (2005) ("CAFA"), as specified by 28 U.S.C. § 1715, within ten days after the Settlement Agreement is filed with the Court.

2.2.3. Preliminary Approval Order; Issuance of Class Notice.

The Court shall issue the Preliminary Approval Order, substantially in the form annexed as Exhibit 1 hereto. Subject to the requirements of the Preliminary Approval Order, Plaintiffs shall cause the Class Notice to be disseminated to the Class Members and shall post the Class Notice on a website for the Settlement Class within thirty (30) days after the entry of the Preliminary Approval Order. The Parties will seek to set the Fairness Hearing at least ninety (90) days after the entry of the Preliminary Approval Order. Selling Shareholder shall direct World Travel, Inc.

to provide the names and last known addresses of the Settlement Class members. The information in the preceding sentence shall be provided to the Settlement Administrator to the extent available with reasonable effort in electronic format, within ten (10) days of the entry of the Preliminary Approval Order. Selling Shareholder shall also direct World Travel, Inc. to provide the number of shares of World Travel stock allocated to the ESOP account of the Class Members as of (1) January 1, 2023 or (2) if the Class Member received a prior distribution of the Class Member's entire account balance, the number of vested shares of World Travel stock allocated to their ESOP account as of the date of the prior distribution. The information in the preceding sentence shall be provided to the Settlement Administrator to the extent available with reasonable effort in electronic format, on or before March 31, 2023. Any additional, reasonable costs associated with the Class Notice and Settlement associated with the identification of Settlement Class Members, the determination of the number of vested shares, or the dissemination of the Class Notice shall be paid from the Settlement Amount, but in no event shall such expenses include any ESOP Trustee fees or legal fees incurred by World Travel.²

2.2.4. Motion for Final Approval of Settlement.

Plaintiffs will file a motion seeking final approval of the Settlement (the "Final Approval Motion") and for approval of attorneys' fees and expenses and Service Awards to the class representatives with the Court no later than forty-five (45) days before the Fairness Hearing date set by the Court in the Preliminary Approval Order. Defendants may, but shall not be required to, submit papers in connection with the Final Approval Motion.

² The Parties acknowledge that any information provided by World Travel pursuant to this Section shall be treated as "Confidential" under the Stipulated Confidentiality Order (ECF No. 67). Plaintiffs expressly acknowledge that the information may be used solely to deliver the class notice.

2.2.5. The Fairness Hearing.

At or after the Fairness Hearing, the Court will determine: (i) whether to enter the Final Order approving the Settlement and dismissing the Lawsuit; (ii) what attorneys' fees and expenses should be granted to Plaintiffs' Counsel; and (iii) what, if any, Service Awards should be awarded to the class representatives.

2.2.6. Entry of Final Order.

The Court shall have entered the Final Order.

2.3. Condition #3: Independent Fiduciary Approval

The Independent Fiduciary shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the ESOP:

2.3.1 The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, "Release of Claims and Extensions of Credit in Connection with Litigation," issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended ("PTE 2003-39") in making its determination.

2.3.2 The Independent Fiduciary shall notify Counsel for World Travel, Counsel for Defendants and Plaintiffs' Counsel of its determination in writing, which notification shall be delivered no later than thirty (30) calendar days before the Fairness Hearing.

2.3.3 Counsel for Defendants, Counsel for World Travel, and Plaintiffs' Counsel shall respond to reasonable requests by the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement.

2.3.4. Selection of the Independent Fiduciary shall be made by Plaintiffs' Counsel.

2.3.5. If the Settlement becomes Final, the fees and costs of the Independent Fiduciary will be paid out of the Settlement Amount. If the Settlement does not become Final, the fees and costs of the Independent Fiduciary shall be paid in equal shares by the Parties.

2.4 Condition #4: Funding of Settlement Amount.

The Settlement Amount shall have been deposited into the Settlement Fund Account by Selling Shareholder in accordance with Section 7.

2.5. Condition #5: Finality of Final Order.

The Final Order has become Final.

If Plaintiffs and Defendants disagree as to whether each and every condition set forth in Section 2 herein has been satisfied or waived, they shall promptly confer in good faith and, if unable to promptly resolve their differences, shall present their disputes for determination to the Court.

3. Releases.

3.1 Releases by Plaintiffs and the Settlement Class.

Effective upon the entry of the Final Order, Plaintiffs and the Settlement Class on behalf of themselves, their beneficiaries, heirs, executors, representatives, and assigns, absolutely and unconditionally release and forever discharge (i) Defendants; dismissed defendant Richard G. Wells; dismissed defendant James R. Wells; any successor trustee to the ESOP; the named and functional fiduciaries of the ESOP; and current or former shareholders, officers, directors, and trustees of PFS, World Travel, Inc. and/or the ESOP; and, to the extent applicable, (ii) each of their respective successors, parent companies, subsidiaries, affiliates, officers, directors, partners, employees, agents, attorneys, relations, representatives, assigns, insurers and reinsurers (collectively, "Releasees"), from all Released Claims, as defined in Section 3.2. Notwithstanding any other provision hereof, the Releases set forth in Section 3 will remain in effect during the pendency of any Appeal Proceeding of the Final Order. Only if any Appeal Proceeding results in a reversal or vacation of the Final Order will the Releases become void and lose their effect, at which time the provisions of Section 10 will become effective.

3.2 Released Claims.

The Released Claims shall include any and all claims of any nature whatsoever (including claims for any and all losses, damages, unjust enrichment, attorneys' fees, disgorgement of fees, litigation costs, injunction, declaration, contribution, indemnification, or any other type or nature of legal or equitable relief), whether against Releasees in their capacity as individuals, corporate entities, or in their capacities as fiduciaries, whether known or unknown, in law or equity, which were or could have been asserted in the Lawsuit that relate to or arise from the facts and claims alleged in the Second Amended Complaint (the "Released Claims"). The Released Claims do not include any individual ESOP participant's or beneficiary's claim for benefits under Section 502(a)(1)(B) of ERISA based only on errors unrelated to the allegations in the Lawsuit regarding that participant's salary, age, or years of service. In the event that any court with original or appellate jurisdiction over the Lawsuit issues a final determination that any portion of Section 3 herein is not enforceable, the Parties will jointly modify Section 3 herein to conform with such determination, and in any event portions of Section 3 herein that are enforceable shall remain enforceable.

Plaintiffs hereby expressly waive, on their own behalf and on behalf of all members of the Settlement Class and the World Travel ESOP, any and all rights and benefits respectively conferred upon them by the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other State, Territory, or other jurisdiction.

Section 1542 reads in pertinent part:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Covenants.

4.1 Covenants Not to Sue. Plaintiffs and all members of the Settlement Class, and Plaintiffs' Counsel covenant and agree, (i) not to file any claim or action against any Releasee based on a Released Claim; and (ii) that the foregoing covenant and agreement shall be a complete defense to any such lawsuit or claims against any of the Releasees. Defendants covenant and agree not to file any claim or action against Plaintiffs or Plaintiffs' Counsel relating to any claim, allegations, or conduct in the Lawsuit.

4.2 Taxation of Settlement Fund. Plaintiffs acknowledge that Releasees have no responsibility for any taxes due on the Settlement Fund, on earnings on the Settlement Fund, or any amounts that Plaintiffs receive from the Settlement Fund. Nothing herein shall constitute an admission or representation that any such taxes will or will not be due.

5. Representations and Warranties.

5.1 Plaintiffs' Representations and Warranties. Each Plaintiff represents and warrants on behalf of herself and all members of the Settlement Class as follows:

5.1.1 That Plaintiffs and their counsel have conducted an appropriate investigation and discovery, and have diligently litigated the Lawsuit.

5.1.2 That none of the claims or causes of action made in the Lawsuit or that could have been alleged in the Lawsuit against any of the Releasees have been or will be assigned, encumbered, or in any manner transferred in whole or in part.

5.1.3 That the Settlement Class, including Plaintiffs, shall not have any surviving claims or causes of action against any of the Releasees with respect to the Released Claims.

5.2 Parties' Representations and Warranties.

The Parties, and each of them, represent and warrant:

5.2.1. That they are voluntarily entering into this Settlement Agreement as a result of arm's-length negotiations among Plaintiffs' Counsel and counsel for Defendants, as approved by the Court without a mediator, that in executing this Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights, obligations, and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by any representation, statement, or omission pertaining to any of the foregoing matters by any Party or by any person representing any Party to this Settlement Agreement. With respect to the Settlement Agreement, each of the Parties assumes the risk of mistake as to facts and/or law.

5.2.2. That they have carefully read the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each person executing this Settlement Agreement on behalf of such Party. The Parties, and each of them, further represent and warrant to each other that he, she, or it has made such investigation of the facts pertaining to the Settlement, this Settlement Agreement, and all of the matters pertaining thereto, as he, she, or it deems necessary or appropriate.

5.3 Signatories' Representations and Warranties.

Each person executing this Settlement Agreement on behalf of themselves or in a representative capacity do hereby personally represent and warrant that, to the best of his or her information and knowledge formed after reasonable inquiry, he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal for whom such individual represents or purports to represent.

6. No Admission of Liability.

6.1 This Settlement Agreement and the payments made hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal, equitable, or factual, and are not admissions of any damages or losses. The Settlement Agreement, whether or not consummated, and any discussions, negotiations, proceedings or agreements relating to the Settlement Agreement, and any matters arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be construed, offered or received against or to the prejudice of the Parties for any purpose, and in particular:

6.1.1 do not constitute and shall not be deemed to constitute any liability or wrongdoing by any of the Releasees, or give rise to any inference of wrongdoing or liability under ERISA;

6.1.2 do not constitute, and shall not be offered or received against or to the prejudice of Releasees as evidence of any presumption, concession, or admission by Releasees with respect to the truth of any allegation by Plaintiffs or as alleged in the Lawsuit, or of any liability, damages, fault, omission, or wrongdoing of Releasees;

6.1.3 do not constitute, and shall not be offered by or received against or to the prejudice of Releasees, in any other civil, criminal, or administrative lawsuit or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement;

6.1.4 do not constitute, and shall not be offered or received against or to the prejudice of Plaintiffs as evidence of any presumption, concession or admission by Plaintiffs with respect to the truth of any allegation or affirmative defense by Defendants or as alleged in the Answer, or to limit any claim of damages or remedy requested by Plaintiffs;

6.2 Releasees may file this Settlement Agreement and/or the Final Order in any action that may be brought against them in order to support a defense or counterclaim based in principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate the liability protection granted them under any applicable insurance policies. A Party may file this Settlement Agreement and/or the Final Order in any action that the Party brings against another Party to enforce the terms of this Settlement Agreement and/or the Final Order.

7. The Settlement Fund Account.

7.1 The Settlement Administrator, at the direction of Plaintiffs' Counsel, shall establish at a federally chartered financial institution reasonably acceptable to Defendants (the "Financial Institution") an interest-bearing account (the "Settlement Fund Account"). The Parties agree that the Settlement Fund Account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. 26 C.F.R. § 1.468B-1. Plaintiffs' Counsel shall provide to the Defendants: (i) written notification of the date of establishment of the Settlement Fund Account; (ii) written notification of the following information regarding the Financial Institution and the Settlement Fund Account: bank name, bank address, ABA number, account number, account name, and IRS Form W-9 and taxpayer identification number; and (iii) any additional information needed to deposit the Settlement Amount into the Settlement Fund Account. The Settlement Administrator, at the direction of Plaintiffs' Counsel, shall direct the Financial Institution to make distributions by wire transfer or check from the Settlement Fund only in strict accordance with the Settlement Agreement and Court Orders. No other disbursements may be authorized by Plaintiffs' Counsel or the Settlement Administrator.

7.2 Ten (10) calendar days after the entry of the Preliminary Approval Order, Selling Shareholder shall direct that \$100,000 be deposited into the Settlement Fund Account; provided

however, that if Plaintiffs' Counsel has not yet provided the Defendants with the notifications and information required in the preceding paragraph, then the deadline for the Defendants to make the deposit into the Settlement Fund Account, shall be extended to ten (10) calendar days after the date on which Plaintiffs' Counsel provides the requisite notifications and information.

7.3 Not later than thirty (30) calendar days after the entry of the Final Order by the Court, Selling Shareholder shall direct that \$8,600,000 be deposited into the Settlement Fund Account.

7.4 The Settlement Amount deposited into the Settlement Fund Account will be considered to be in the legal custody of the Court until such time as such funds may be distributed pursuant to further order of the Court or pursuant to the terms of this Settlement Agreement. The Parties acknowledge and agree that Releasees shall have no authority, control or liability in connection with the design, management, administration, investment, maintenance, or control of the Settlement Fund Account, or for any expenses the Settlement Fund Account may incur or any taxes that may be payable to the Settlement Fund.

7.5 The Settlement Amount shall be the full and sole monetary contribution made by or on behalf of Releasees in connection with the Settlement. The Settlement Amount specifically covers any claims for attorneys' fees and litigation expenses by Plaintiffs. Except as otherwise specified in this Settlement Agreement, the Parties shall bear their own costs and expenses (including attorneys' fees) incurred in connection with the Lawsuit and effectuating this Settlement Agreement and securing necessary Court orders and approvals with respect to the same.

8. Payments from the Settlement Fund Account.

8.1 Administration Expenses. Once the Final Order becomes Final, Plaintiffs' Counsel may direct the Settlement Administrator in writing, without notice to Defendants or further order of the Court, to disburse from the Settlement Fund Account (i) the amount required for payment

of any taxes owed on the Settlement Fund Account, (ii) the fees and costs of the Independent Fiduciary, and (iii) amounts for the reasonable expenses of administering the Settlement Fund Account, including (a) reasonable expenses associated with the preparation and filing of all tax reports and tax returns required to be filed; (b) expenses associated with the preparation and issuance of any required Forms 1099 associated with payments from the Settlement Fund Account; (c) fees charged and expenses incurred by the Financial Institution associated with the administration of the Settlement Fund Account; (d) fees charges and expenses incurred by the Settlement Administrator, including reasonable costs incurred in preparing and mailing the Class Notice and any supplemental notice to the Settlement Class, in implementing the plan of allocation, attached hereto as Exhibit 3 ("Plan of Allocation") and in disbursing funds from the Settlement Funds Account.

If the Settlement Agreement is terminated or does not become Final for any reason, Plaintiffs' Counsel shall be obligated to instruct the Settlement Administrator (or an escrow agent, successor trustee, or other person with authority to disburse the funds) to return the full Settlement Amount to Selling Shareholder within ten (10) business days of the earlier of the termination date or the date of the Order upon which the Settlement Agreement does not become Final.

8.2 Disbursements from Settlement Fund. Plaintiffs' Counsel shall be entitled to seek from the Court disbursement of money from the Settlement Fund Account once the Final Order becomes Final as follows:

8.2.1 For Attorneys' Fees and Litigation Expenses. As provided in Section 9.1 herein.

8.2.2 For payment of any Service Awards approved by the Court. In recognition of their service as class representatives Plaintiffs shall request a Service Award for each class representative not to exceed \$15,000.

8.2.3 For Payment to the Settlement Class. Upon the Final Order becoming Final, and after the amounts payable pursuant to Sections 8.1 and 8.2.1 and 8.2.2 have been determined and disbursed, the net amount remaining in the Settlement Fund Account (the "Net Proceeds") shall be calculated by the Settlement Administrator. The Settlement Administrator shall implement the Plan of Allocation and, thereby, determine how much of the Net Proceeds should be allocated to each Class Member, using the records available to it, and considering documents, if any, submitted by Class Members. The allocable portion of the Net Proceeds for each Class Member shall be distributed to those Class Members directly by the Settlement Administrator either (a) via a cash allocation to their account in the ESOP to be deposited into a money market fund in the ESOP, to be established by the trustee of the ESOP, to those Class Members with an active ESOP account or (b) by check or as a deposit into an individual retirement account or other eligible retirement plan, at the Class Member's election for those Class Members without an active ESOP account. Nothing herein shall constitute approval or disapproval of the Plan of Allocation by Defendants, and Defendants shall take no position for or against the Plan of Allocation. Plaintiffs, Plaintiffs' Counsel, Defendants, and Defendants' counsel shall have no responsibility or liability for or in connection with the calculations and distributions of the Net Proceeds among and to the members of the Settlement Class.

9. Attorneys' Fees and Litigation Expenses and Service Awards

9.1 Payment of Plaintiffs' Attorneys' Fees and Litigation Expenses and Service Awards. Plaintiffs' Counsel may apply to the Court for an award of attorneys' fees in an amount not exceeding one-third of the Settlement Amount, and for reimbursement of litigation expenses, including the cost and expense of any service company, expert, or consultant retained by Plaintiffs' Counsel. The aggregate amount of the attorneys' fees and litigation expenses shall not exceed 50% of the Settlement Amount, and shall be paid out of, and not in addition to, the Settlement Amount.

Plaintiffs may also apply to the Court for Service Awards to the class representatives, which shall be paid out of, and not in addition to, the Settlement Amount. Plaintiffs' Counsel shall file their application for attorneys' fees and litigation expenses and for Service Awards no later than forty five (45) days before the Fairness Hearing and, to allow twenty-four (24) days for Class Members to review and submit objections to the Settlement Agreement, the application for attorneys' fees and expenses, and the proposed Service Awards. Thereafter, Plaintiffs' Counsel shall be entitled to receive attorneys' fees and litigation expenses and the class representatives shall be entitled to Service Awards from the Settlement Fund Account to the extent awarded by the Court.

9.2 Separate Consideration. The procedure for and allowance or disallowance by the Court of Plaintiffs' application for attorneys' fees and litigation expenses and for Service Awards are a separate part of the Settlement set forth in this Settlement Agreement, and are separate from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Settlement Agreement. Any order or proceeding relating to any application for attorneys' fees or litigation expenses in an amount less than the amount requested by Plaintiffs' Counsel or request for Service Awards, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement Agreement, or affect or delay the finality of the Final Order approving the Settlement Agreement and the Settlement set forth herein. If at the time of any disbursement from the Settlement Fund Account there shall be a pending application for attorneys' fees or expenses or Service Awards, there shall be reserved in the Settlement Fund Account an amount equal to the amount of the pending application, until such time as the Court shall rule upon such application and such ruling shall become Final.

10. Termination of the Settlement Agreement.

10.1 Termination. This Settlement Agreement may be terminated by any Party if (i) the Court declines to approve the Settlement by entering the Final Order, or (ii) the Final Order entered

by the Court is reversed or modified in any material respect by any Appeal Proceeding, provided that the terminating party, within fourteen (14) calendar days from the date of such event, furnishes written notice to Plaintiffs' Counsel or Defendants' counsel, as the case may be, of the termination of this Settlement, specifying the terms modified or not approved that give rise to the right to terminate.

10.2 Consequences of Termination of the Settlement Agreement. If the Settlement Agreement is terminated, the following shall occur:

10.2.1 Plaintiffs' Counsel or Defendants' counsel shall promptly after the date of termination of the Settlement Agreement notify the Court and return the full Settlement Amount to Selling Shareholder, except for amounts disbursed or incurred pursuant to Section 8.1 (Administration Expenses) up to a cap of \$25,000. If the amounts disbursed or incurred pursuant to Section 8.1 (Administration Expenses) exceed \$25,000, Plaintiffs' Counsel will pay the excess balance of those amounts.

10.2.2 The Lawsuit shall for all purposes revert to its status as of the day immediately before the execution of this Settlement Agreement and the Parties shall request a scheduling conference with the Court. In any subsequent proceeding, the terms of this Settlement Agreement shall not constitute nor be construed as an admission by any Party, nor be used against any Party, in any manner, whether as evidence or argument.

10.2.3 The Settlement shall be deemed void and of no further force and effect.

11. Miscellaneous Provisions.

11.1 Continuing Jurisdiction of the Court. The Court shall retain jurisdiction over this Lawsuit to resolve any dispute that may arise regarding the Settlement Agreement, the Class Notice, the Final Order, or any other matters relating thereto, including any dispute regarding

validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Settlement Agreement.

11.2 Non-disparagement. Plaintiffs and Plaintiffs' Counsel shall not make any statements, or take any other actions, to disparage, defame, sully or compromise the goodwill, name, brand, or reputation of Defendants. Nothing in this paragraph is intended to limit or restrict Plaintiffs' Counsel's ability to communicate with Class members, except as otherwise provided herein.

11.3 Public Statements. The Parties agree that neither they nor their agents, representatives, or counsel will publicize, announce, post, or disseminate the terms of the settlement or the fact of its occurrence except as provide herein. This includes, but is not limited to, an agreement not to issue a press release, post on social media, or provide information to the press regarding the Settlement. Nothing herein shall be construed as limiting the Parties' ability to (a) take actions necessary to effectuate the Settlement and facilitate payments to any Class Member, including filing documents with the Court and posting the publicly filed Settlement Agreement and court filings related to motions for preliminary, final approval and attorneys' fees and costs on the Settlement Administrator's website; (b) draft a mutually-agreeable, short, factual, and nonargumentative statement for the Settlement Administrator's website; (c) post a mutually-agreeable, short, factual, and nonargumentative statement on Plaintiffs' Counsel's websites indicating that the Lawsuit has settled, the Settlement Amount, and a link to the Settlement Administrator's website; (d) comply with all legal obligations including, but not limited to, valid court orders or subpoenas; and/or (e) seek coverage from their insurance carriers for coverage of the Settlement Amount and/or their attorneys' fees and costs and take all necessary actions to prosecute such claims, including filing a lawsuit.

11.4 Complete Resolution. The Parties intend the Settlement of the Lawsuit to be the full, final, and complete resolution of the Released Claims and the Lawsuit. The Parties and their counsel agree that they shall not make any applications for sanctions, pursuant to Rule 11 of the Federal Rules of Civil Procedure or other court rule or statute, with respect to any claim or defense in this Lawsuit. Nothing herein shall be construed as limiting Defendants' ability to seek coverage from their insurance carriers for coverage of the Settlement Amount and/or their attorneys' fees and costs and take all necessary actions to prosecute such claims, including filing a lawsuit.

11.5 Governing Law. The construction, interpretation, operation, effect and validity of this Settlement Agreement and all documents necessary to effectuate it, shall be governed by the laws of the State of Pennsylvania, without giving effect to the choice of law provisions thereof, except to the extent the laws of the United States, including federal common law, governs any matter set forth herein, in which case federal law shall govern.

11.6 Severability. The provisions of this Settlement Agreement are not severable.

11.7 Destruction or Return of Protected Materials. Within one hundred and twenty (120) calendar days after the Final Order becomes final, the Parties shall fully comply with the applicable provisions of the Stipulated Confidentiality Order concerning the destruction or return of protected materials.

11.8 Amendment of Settlement Agreement. Before the entry of the Final Order, the Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties. Following entry of the Final Order, the Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Parties and approved by the Court. Amendments or modifications may be made without notice to the Class Members unless notice is required by law or the Court.

11.9 Waiver. The provisions of this Settlement Agreement may be waived only in writing executed by the waiving party. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

11.10 Retention of Privilege. Nothing in this Settlement Agreement, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

11.11 Construction. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

11.12 Principles of Interpretation. The following principles of interpretation apply to this Settlement Agreement.

11.12.1 Headings. The headings of this Settlement Agreement are for purposes of reference only and do not affect in any way the meaning or interpretation of this Settlement Agreement.

11.12.2 Terms of Inclusion. Whenever the words "include," "includes," or "including" are used in this Settlement Agreement, they shall not be limiting but rather be deemed to be followed by the words "without limitation." The connectives "and," "or," and "and/or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of a sentence or clause all subject matter that might otherwise be construed to be outside of its scope. The terms "herein," "hereof," and the like shall be deemed to refer to this Settlement Agreement as a whole.

11.13 Further Assurances. Each of the Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that they will in good faith execute and deliver each other documents and take such other actions as may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement, so long as such documents and actions are consistent with the terms of this Settlement Agreement and do not effectively result in a material modification of the terms of this Settlement Agreement.

11.14 Survival. All representations, warranties and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the Settlement.

11.15 Entire Agreement.

11.15.1 All of the recitals and exhibits to the Settlement Agreement are material and integral parts hereof and are, except as set forth, fully incorporated herein by this reference.

11.15.2 The Parties acknowledge that this Settlement Agreement specifically supersedes any settlement terms or settlement agreements that were previously agreed upon orally or in writing by any of the Parties regarding the issues of the Settlement.

11.16 Counterparts. This Settlement Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile or by e-mail "PDF" shall be deemed originals.

11.17 Successors and Assigns. This Settlement Agreement shall be binding upon, and insure to the benefit of, the successors and assigns of the Parties.

11.18 Binding Effect. This Settlement Agreement shall be binding when signed, but the Settlement shall be effective only on the condition that the Court approves the Settlement Agreement and satisfaction of Section 2 herein.

11.19 Notices. Any notice, demand, or other communication under this Settlement Agreement (other than the Class Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail (postage prepaid), or delivered by reputable express overnight courier:

IF TO PLAINTIFFS:

Gregory Y. Porter
Bailey & Glasser, LLP
1055 Thomas Jefferson Street, NW, Suite 540
Washington, D.C. 20007

IF TO DEFENDANT PRUDENT FIDUCIARY SERVICES, LLC, OR MIGUEL PAREDES:

Lars C. Golumbic
Groom Law Group, Chartered
1701 Pennsylvania Ave NW, Suite 1200
Washington, D.C. 20006

IF TO DEFENDANT JAMES A. WELLS:

Lynn E. Calkins
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006

AGREED TO BY THE PARTIES as of January 25, 2023.

BAILEY & GLASSER LLP

By: 
Patricia Mulvoy Kipnis (PA Bar No. 91470)
923 Haddonfield Road, Suite 300
Cherry Hill, NJ 08002
T: (856) 324-8219
F: (304) 342-1110
pkipnis@baileyglasser.com

Gregory Y. Porter (*pro hac vice*)
Ryan T. Jenny (*pro hac vice*)
1055 Thomas Jefferson Street, NW,
Suite 540
Washington, DC 20007
T: (202) 463-2101
F: (202) 463-2103
gporter@baileyglasser.com
rjenny@baileyglasser.com

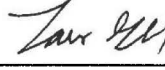
Patrick O. Muench (*pro hac vice*)
318 W. Adams, Suite 1606
Chicago, IL 60606
T: (312) 995-7143
F: (314) 863-5483
pmuench@baileyglasser.com

Laura E. Babiak (*pro hac vice*)
209 Capital Street
Charleston, WV 25301
T: (304) 345-6555
F: (304) 342-1110
lbabiak@baileyglasser.com

**COHEN MILSTEIN SELLERS & TOLL
PLLC**


By: _____
Michelle C. Yau (*pro hac vice*)
Mary J. Bortscheller (*pro hac vice*)
Daniel R. Sutter (*pro hac vice*)
Laura Older Rockmore (*pro hac vice*)
1100 New York Ave. NW, Fifth Floor

GROOM LAW GROUP, CHTD.

By: 
Lars C. Golumbic (*pro hac vice*)
William J. Delany (PA Bar No. 74864)
Andrew D. Salek-Raham (*pro hac vice*)
1701 Pennsylvania Ave., NW, Suite 1200
Washington, DC 20006
T: (202) 857-0620
F: (202) 659 4503
lgolumbic@groom.com
wdelany@groom.com
asalek-raham@groom.com

*Attorneys for Defendants Miguel Paredes and
Prudent Fiduciary Services, LLC*

HOLLAND & KNIGHT LLP

By: 
Lynn E. Calkins (*pro hac vice*)
Adam Adcock (*pro hac vice*)
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006
T: (202) 457-7041
F: (202) 457-7010
Lynn.Calkins@hklaw.com
Adam.Adcock@hklaw.com

James E. DelBello (ID No. 78638)
2929 Arch Street
Philadelphia, PA 19104
(215) 252-9524
James.DelBello@hklaw.com

Attorneys for Defendant James A. Wells

Washington, DC 20005
(202) 408-4600
myau@cohenmilstein.com
mbortscheller@cohenmilstein.com
dsutter@cohenmilstein.com
lorockmore@cohenmilstein.com

Attorneys for Plaintiffs

AGREED TO BY THE PARTIES as of January 25, 2023.

BAILEY & GLASSER LLP

By: _____
Patricia Mulvoy Kipnis (PA Bar No. 91470)
923 Haddonfield Road, Suite 300
Cherry Hill, NJ 08002
T: (856) 324-8219
F: (304) 342-1110
pkipnis@baileyglasser.com

Gregory Y. Porter (*pro hac vice*)
Ryan T. Jenny (*pro hac vice*)
1055 Thomas Jefferson Street, NW,
Suite 540
Washington, DC 20007
T: (202) 463-2101
F: (202) 463-2103
gporter@baileyglasser.com
rjenny@baileyglasser.com

Patrick O. Muench (*pro hac vice*)
318 W. Adams, Suite 1606
Chicago, IL 60606
T: (312) 995-7143
F: (314) 863-5483
pmuench@baileyglasser.com

Laura E. Babiak (*pro hac vice*)
209 Capital Street
Charleston, WV 25301
T: (304) 345-6555
F: (304) 342-1110
lbabiak@baileyglasser.com

**COHEN MILSTEIN SELLERS & TOLL
PLLC**

By: _____
Michelle C. Yau (*pro hac vice*)
Mary J. Bortscheller (*pro hac vice*)
Daniel R. Sutter (*pro hac vice*)
Laura Older Rockmore (*pro hac vice*)
1100 New York Ave. NW, Fifth Floor

GROOM LAW GROUP, CHTD.

By: _____
Lars C. Golumbic (*pro hac vice*)
William J. Delany (PA Bar No. 74864)
Andrew D. Salek-Raham (*pro hac vice*)
1701 Pennsylvania Ave., NW, Suite 1200
Washington, DC 20006
T: (202) 857-0620
F: (202) 659 4503
lgolumbic@groom.com
wdelany@groom.com
asalek-rahama@groom.com

*Attorneys for Defendants Miguel Paredes and
Prudent Fiduciary Services, LLC*

HOLLAND & KNIGHT LLP

By: _____
Lynn E. Calkins (*pro hac vice*)
Adam Adcock (*pro hac vice*)
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006
T: (202) 457-7041
F: (202) 457-7010
Lynn.Calkins@hklaw.com
Adam.Adcock@hklaw.com

James E. DelBello (ID No. 78638)
2929 Arch Street
Philadelphia, PA 19104
(215) 252-9524
James.DelBello@hklaw.com

Attorneys for Defendant James A. Wells

EXHIBIT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,

Plaintiffs,

v.

PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,

Defendants.

Case No. 2:21-CV-02157-HB

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT AND CERTIFICATION OF
SETTLEMENT CLASS**

Plaintiffs Shari Ahrendsen, Barry Clement, Lisa Bush, and Thomas Kallas, individually and as Class Representatives (“Plaintiffs” or “Class Representatives”), have moved, pursuant to Federal Rule of Civil Procedure 23, for an order preliminarily approving the settlement of this Action and for certification of a settlement class, in accordance with the Class Action Settlement Agreement dated January 25, 2023 (the “Settlement Agreement”), which, together with the exhibits thereto, sets forth the terms and conditions for a proposed settlement of this action. The Court, having read and considered the Settlement Agreement, the Motion and the exhibits thereto, HEREBY ORDERS that:

1. Settlement. Plaintiffs, on behalf of themselves and all members of the Settlement Class, and Defendants Prudent Fiduciary Services, LLC (“PFS”), Miguel Paredes (“Paredes” and together with PFS, the “Trustee”), and James A. Wells (“Wells” and together with PFS and

Paredes, the “Defendants”), have negotiated a potential settlement to this action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims (as defined in the Settlement Agreement) against the Trustee and Wells and the other Releasees (as defined in the Settlement Agreement).

2. Definitions. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.

3. Jurisdiction. This Court has jurisdiction over the subject matter of this action and over all parties to this action, including all Class Members, and venue in this Court is proper.

4. Preliminary Approval. The Court hereby preliminarily approves the Settlement Agreement as fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below. The Court finds on a preliminary basis that the Settlement Agreement falls within the range of reasonableness and was the product of informed, good-faith, arm’s-length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval.

5. Settlement Class. The Court certifies the Settlement Class as all persons who, at any time on or prior to January 1, 2023, were vested participants in the ESOP and the beneficiaries of such participants. Excluded from the Settlement Class are the shareholders who sold their World Travel, Inc. stock to the ESOP, directly or indirectly, and their immediate families; the directors of World Travel, Inc. and their immediate families; and legal representatives, successors, and assigns of any such excluded persons. The members of the Settlement Class are the “Class Members.”

6. Class Representatives and Class Counsel. The Court appoints Plaintiffs Shari

Ahrendsen, Barry Clement, Lisa Bush, and Thomas Kallas as Class Representatives, and the law firms Bailey & Glasser LLP and Cohen Milstein Sellers & Toll, PLLC as Class Counsel.

7. Final Approval Hearing. A hearing (the “Fairness Hearing”) shall be held before this Court, on _____, 2023, at _____m., at the United States District Court for the Eastern District of Pennsylvania, in the courtroom of Judge Harvey Bartle III, located at the James A. Byrne U.S. Courthouse, 601 Market Street, Courtroom 16-A, Philadelphia, Pennsylvania 19106, to determine, among other things: (i) whether the proposed Settlement of this action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court; (ii) whether a Final Order as provided in Paragraph 1.6 of the Settlement Agreement should be entered; (iii) whether the Parties should be bound by the Releases set forth in Paragraph 3 of the Settlement Agreement; and (iv) any amount of fees and expenses that should be awarded to Class Counsel and any Service Award to the Class Representatives for their representation of the Settlement Class. The Parties shall include the date of the Fairness Hearing in the Class Notice to be mailed to the Settlement Class.

8. Class Notice. The Court approves the form, substance and requirements of the proposed Class Notice, attached to the Settlement Agreement as Exhibit 1-A. The Court further finds that the form, content and mailing of the Class Notice meet the requirements of Rule 23 and due process. The Court further finds that this is the best notice practicable under the circumstances and is reasonably calculated, under all the circumstances, to apprise potential Class Members of the pendency of this action, and to apprise Class Members of their right to object to the proposed Settlement and their right to appear at the Fairness Hearing. The Court further finds that the Class Notice constitutes valid, due and sufficient notice to all persons entitled to notice.

9. Settlement Administrator. The Court appoints Analytics Consulting, LLC

(“Settlement Administrator”) to supervise and administer the notice procedure as more fully set forth below:

- a. Within thirty (30) days after this Order (the “Notice Date”), Plaintiffs shall cause the Class Notice to be disseminated to the Class Members and shall post the Class Notice, and the operative Second Amended Complaint in this action, as well as contact information for the Settlement Administrator and Class Counsel, on a website for the Settlement Class;
- b. the Class Notice shall be substantially in the form of Exhibit 1-A to the Settlement Agreement (though the Settlement Administrator shall have discretion to format the Class Notice in a reasonable manner to minimize mailing or administration costs), by first class U.S. mail to each individual Class Member;
- c. Following the issuance of the Class Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing;
- d. Class Members who have the option to choose to receive their payment either by check or as a deposit into an individual retirement account or other eligible retirement plan, by completing an Election Form must do so by returning the election by _____, 2023; and
- e. The Settlement Administrator shall otherwise carry out its duties as set forth in the Settlement Agreement.

10. Objections. Any Class Member may object to the proposed Settlement, or any aspect of it, and may object to attorneys’ fees, expenses, and Service Awards, by filing a written objection with the Clerk of Court, U.S. District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, Room 2609, 601 Market Street, Philadelphia, PA 19106, on or

before twenty-one (21) calendar days before the Fairness Hearing. A copy of the objection must also be mailed to Class Counsel and Defendants' Counsel, so that it is received on or before fifteen (15) calendar days before the Fairness Hearing. To be valid, the objection must set forth, in clear and concise terms: (a) the case name and number (*Ahrendsen v. Prudent Fiduciary Services, LLC*, Case No. 2:21-cv-02157-HB); (b) the name, address, and telephone number of the objector objecting and, if represented by counsel, of his or her counsel; (c) the complete basis for objection; (d) a statement of whether the objector intends to appear at the Fairness Hearing, either with or without counsel; (e) a statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and (f) copies of all supporting documents. Any Class Member who does not make his or her objection in the manner provided shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Fairness Hearing, and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, and to the award of attorneys' fees and expenses to Class Counsel and the payment of a Service Award to the Class Representatives for their representation of the Settlement Class, unless otherwise ordered by the Court. Responses to objections shall be filed seven (7) days before the Fairness Hearing.

11. Appearance of Objectors at Fairness Hearing. Any Class Member who files and serves a written objection in accordance with Paragraph 10 of this Order may appear, in person or by counsel, at the Fairness Hearing, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objector: (a) files with the Clerk of the Court a notice of intention to appear at the Fairness Hearing by the objection deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on Class Counsel and

Defense Counsel by the objection deadline.

The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objector will present to the Court in connection with the Fairness Hearing. Any Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Settlement Agreement and Class Notice shall be deemed to have waived his or her right to appear at the Fairness Hearing.

12. Service of Motion for Final Approval. The motion in support of final approval of the Settlement shall be filed and served no later than forty-five (45) calendar days prior to the Fairness Hearing; any objections to the motion for final approval shall be filed no later than twenty-one (21) days prior to the Fairness Hearing; and any response to any objections shall be filed no later than seven (7) days prior to the Fairness Hearing.

13. Fees, Expenses, and Awards. Class Counsel's application for attorneys' fees and expenses and Class Representative Service Awards shall be filed and served no later than forty-five (45) calendar days prior to the Fairness Hearing; any objections to the motion for final approval shall be filed no later than twenty-one (21) days prior to the Fairness Hearing; and any response to any objections shall be filed no later than seven (7) days prior to the Fairness Hearing. Neither the Trustee nor Wells shall have any responsibility for any application for attorneys' fees and expenses or Service Awards request submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. The Court's approval or disapproval of the Settlement, and the effectiveness of the Settlement Agreement, shall not be contingent on the Court's approval or disapproval of the requested attorneys' fees, expenses, or Service Awards. At or after the Fairness Hearing, the Court shall determine whether any application for attorneys' fees and expenses, and any Service Awards to

the Class Representatives for their representation of the Settlement Class, should be approved.

14. Releases. If the Settlement is finally approved, the Plaintiffs and the Settlement Class shall release the Releasees from all Released Claims and all Parties will be bound by the Final Approval Order.

15. Injunction. Pending the Fairness Hearing, the Court hereby enjoins any Class Member from instituting, asserting or prosecuting against any Defendant, in any pending or future action in any federal or state court or any other forum, any Released Claim that the member currently has or may have in the future.

16. Use of Order. Neither this Order, the fact that a settlement was reached and filed, the Settlement Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of the Trustee or Wells. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in this action. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in this action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Settlement Agreement.

17. Continuance of Fairness Hearing. The Court reserves the right to continue the date of the Fairness Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if

appropriate, without further notice to the Settlement Class.

18. Stay of Proceedings. All proceedings in this action are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

19. No Merits Determination. By entering this Order, the Court does not make any determination as to the merits of this case.

20. Jurisdiction. This Court retains jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement and the Settlement.

IT IS SO ORDERED

Dated: _____

THE HON. HARVEY BARTLE, III
U.S. DISTRICT COURT JUDGE

EXHIBIT 1A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

in

The World Travel ESOP Litigation

Ahrendsen v. Prudent Fiduciary Services, LLC. et al., Case No. 21-cv-02157 (E.D. Pa.)

Please read this notice carefully and completely.

If you are a member of the Class, the settlement will affect your legal rights.

A federal court has authorized this notice.

This is not a solicitation from a lawyer.

You have not been sued.

The parties to this class action lawsuit have reached a proposed settlement and the Court has preliminarily approved the Settlement. The Settlement will provide for a payment to Class Members based on the number of shares of World Travel, Inc. stock in their respective World Travel, Inc. Employee Stock Ownership Plan (“ESOP”) accounts on or prior to January 1, 2023 (“Class Period”).

This notice summarizes the Settlement and informs you of your rights under the Settlement. The complete Settlement Agreement, and other information about this lawsuit, are available at [www.\[INSERT\].com](http://www.[INSERT].com) or by contacting Class Counsel listed below.

The total Settlement Amount is \$8.7 million. This amount will go to payments to Class Members, as well as pay for the costs of Settlement administration, fees and costs of an independent fiduciary if the Settlement becomes Final, payment of Class Counsel’s attorneys’ fees and costs, and payment of any approved Service Award to the Named Plaintiffs in the case.

Under the proposed Settlement, your estimated payment will be based on the proportion of the vested shares of World Travel stock you held in the Plan during the Class Period divided by the total number of vested shares held by all Class Members in the Plan during the Class Period.

- **If you have an active ESOP account** in the World Travel, Inc. ESOP, the payment will be a cash allocation to be deposited into a money market fund in your ESOP account.
- **If you do not have active ESOP account**, you may choose to receive your payment either by check or as a deposit into an individual retirement account or other eligible retirement plan, by completing an Election Form which will be mailed to you with this notice.

SUMMARY OF YOUR LEGAL RIGHTS & OPTIONS	
ALL MEMBERS OF THE CLASS	OPTION #1: DO NOTHING. If You received this Notice and you do nothing, you will receive your Settlement payment in your active ESOP account if you have one, or via check or deposit to a retirement plan if you do not have an active ESOP account (see Option #2 below).
MEMBERS OF THE CLASS WITHOUT AN ACTIVE ESOP ACCOUNT	OPTION #2: CLASS MEMBERS WITHOUT AN ACTIVE ESOP ACCOUNT MAY ELECT FORM OF PAYMENT. You may make an election by returning the election form enclosed with this notice by XX, 2023 . If you do not return the Election Form by that date, then your Settlement payment will be paid by check, less tax withholding.
ALL MEMBERS OF THE CLASS	OPTION #3: OBJECT. If you are not satisfied with the terms of the proposed Settlement, then you or your attorney may inform the Court by sending a letter or written statement by MONTH DAY, 2023 . If you object and you do not have an active ESOP account, you may still complete and return an Election Form.

BASIC INFORMATION

What Is This Case About?

This lawsuit is a class action on behalf of certain participants and beneficiaries of the World Travel, Inc. ESOP, against Prudent Fiduciary Services, LLC (“PFS”), Miguel Paredes (“Paredes” and together with PFS, the “Trustee”), and James A. Wells¹ (“Wells” and, together with PFS and Paredes, the “Defendants”) in the U.S. District Court for the Eastern District of Pennsylvania (the “Lawsuit”).

The Lawsuit claims that Defendants violated a federal statute, the Employee Retirement Income Security Act of 1974 (“ERISA”), in connection with the Plan’s acquisition of World Travel stock in 2017 for approximately \$200 million (the “ESOP Transaction”). Specifically, the Lawsuit alleges that the Trustee violated its duties under ERISA § 404, 29 U.S.C. §1104, and ERISA § 406, 29 U.S.C. § 1106, when it, among things, allegedly approved a purchase price for World Travel stock that exceeded fair market value, and Wells participated in a prohibited transaction in violation of ERISA § 406, 29 U.S.C. § 1106, by selling his World Travel stock to the Plan.

The Trustee and Wells deny all of the allegations in the Lawsuit, deny any wrongdoing regarding the ESOP Transaction, and have vigorously defended the Lawsuit.

¹ Richard G. Wells and James R. Wells were originally named as defendants but were dismissed from the Lawsuit.

What is a Class Action?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court case. One or more representatives known as “class representatives” file a lawsuit asserting claims on behalf of the entire class. The class representatives in this case are Shari Ahrendsen, Barry Clement, Lisa Bush, and Thomas Kallas. The Class Representatives are four former employee participants in the ESOP.

Who is a Member of the Class?

On **XX**, 2023, the Court granted Plaintiffs’ Motion for Preliminary Approval of Settlement and Certification of Settlement Class and certified a Class for settlement purposes only.

The Class is defined as: “all persons who, at any time on or prior to January 1, 2023, were vested participants in the ESOP and the beneficiaries of such participants. Excluded from the Settlement Class are the shareholders who sold their World Travel, Inc. stock to the ESOP, directly or indirectly, and their immediate families; the directors of World Travel, Inc. and their immediate families; and legal representatives, successors, and assigns of any such excluded persons.”

You do not have the right to exclude yourself from the Class or the benefits of the Settlement. This Lawsuit was certified as a mandatory (“non-opt-out”) class action.

Why Did I Get This Notice?

You received this Notice because the Court ordered that Notice be provided to participants in the World Travel, Inc. ESOP who are potential members of the Class. Whether or not a person meets this definition will be based on the Plan’s records. You have received this Notice because, based upon those records, you are believed to be a member of the Class. The purpose of this Notice is to provide you with information about the Settlement and your rights, including your right to object to the Settlement, before the Court decides whether to approve the Settlement.

THE PROPOSED SETTLEMENT

To avoid the additional expense, delay, and uncertainty of the outcome of the Lawsuit, Plaintiffs and the Class defined above, and the Trustee and Wells, have agreed to a Settlement that provides payments to Class Members. These and other terms of the Settlement are set forth in the Class Action Settlement Agreement dated January 25, 2023 (“Settlement Agreement”) and are summarized below. The complete Settlement Agreement is available at **website** or from Class Counsel.²

² Unless stated otherwise in this notice, capitalized terms have the meanings stated in the Settlement Agreement.

How Much Is The Settlement Amount?

Defendants, as described in the Settlement Agreement, have agreed to make a total payment of \$8,700,000 (the “Settlement Amount”) into the Settlement Fund. The Settlement Amount, plus any accrued interest, shall be the “Gross Settlement Fund.”

The “Net Proceeds” of the Settlement paid to Class Members shall be the Gross Settlement Fund minus:

- (1) Administrative Expenses, which include amounts required to pay taxes, administer the Settlement Fund Account, issue notice of the Settlement and communicate with Class Members, and make payments to the Class Members.
- (2) The fees and costs of the Independent Fiduciary if the Settlement becomes Final.
- (3) Class Counsel’s attorneys’ fees, which shall not exceed one-third of the Settlement Amount before payment of expenses.
- (4) Class Counsel’s expenses, which shall not exceed \$100,000.
- (5) If approved by the Court, a Service Award to the Named Plaintiffs in an amount not to exceed \$15,000 each.

What Will Be My Share of the Settlement?

The Net Proceeds will be distributed to Class Members in accordance with the Plan of Allocation approved by the Court, a copy of which is available on the website established by the Settlement Administrator as indicated below. The Plan of Allocation should be reviewed for a more detailed description of the method that will be used to determine the payment a Class Member will receive. In general, a Class Member’s share of the Net Proceeds will be distributed based on the proportion of the vested shares of World Travel stock he or she held in the Plan during the Class Period divided by the total number of vested shares held by all Class Members in the Plan during the Class Period.

Class Members will not need to submit a claim to receive their allocated portion of the Net Proceeds from the Settlement. Their allocated portion will be calculated based on the Plan’s records. The allocable portion of the Net Proceeds of the Class Members shall be distributed to the Class Members directly by the Settlement Administrator: (a) to Class Members with an active ESOP account in the World Travel, Inc. ESOP, via a cash allocation to their account in the ESOP to be deposited into a money market fund in the ESOP and (b) to Class Members without an active ESOP account either by check or as a deposit into an individual retirement account or other eligible retirement plan, at the Class Member’s election. Class Members without an active ESOP account who wish to deposit their settlement allocation to an individual retirement account or other eligible retirement plan will need to make an election by returning the Election Form by **XX, 2023**. If a Class Member does not return the Election Form by that date, then his or her settlement allocation will be paid by check, less tax withholding.

What Do I Give Up As a Result of the Settlement?

In exchange for payment of the Settlement Amount, and satisfaction of the conditions contained in the Settlement Agreement, all Class Members (and their beneficiaries, heirs, executors, representatives, and assigns) and the Plan will release (or give up) any and all claims of any nature whatsoever (including claims for any and all losses, damages, unjust enrichment, attorneys' fees, disgorgement of fees, litigation costs, injunction, declaration, contribution, indemnification, or any other type or nature of legal or equitable relief), whether against Releasees in their capacity as individuals, corporate entities, or in their capacities as fiduciaries, whether known or unknown, in law or equity, which were or could have been asserted in the Lawsuit that relate to or arise from the facts and claims alleged in the Second Amended Complaint, which can be viewed online at [website](#). The Released Claims do not include any individual ESOP participant's or beneficiary's claim for benefits under Section 502(a)(1)(B) of ERISA based only on errors unrelated to the allegations in the Lawsuit regarding that participant's salary, age, or years of service. Class Members and their beneficiaries, heirs, executors, representatives, and assigns and any successor trustee will be prohibited from filing or pursuing any other lawsuits or actions based on such claims against Defendants; dismissed defendant Richard G. Wells; dismissed defendant James R. Wells; any successor trustee to the ESOP; the named and functional fiduciaries of the ESOP; and current or former shareholders, officers, directors, and trustees of PFS, World Travel, Inc. and/or the ESOP; and, to the extent applicable, (ii) each of their respective successors, parent companies, subsidiaries, affiliates, officers, directors, partners, employees, agents, attorneys, relations, representatives, assigns, insurers and reinsurers. The Releases and the Covenant Not to Sue are set forth in full in the Settlement Agreement, which can be viewed online at [website](#), or requested from Class Counsel.

Can the Settlement be Terminated?

The Settlement may be terminated on several grounds, including if the Court does not approve the terms of the Settlement. If this occurs, the Lawsuit will proceed as if the Settlement had not existed. The Settlement will not be final until after the Court has granted final approval of the settlement and any appeals have been resolved or the time that all appeals has ended. The earliest that the Settlement will be final is 30 days after the Final Approval Hearing, but it may be later than that. Your patience is appreciated.

STATEMENT REGARDING THE POTENTIAL OUTCOME OF THE LAWSUIT

As with any lawsuit, the Plaintiffs, the Trustee, and Wells would face an uncertain outcome if the Lawsuit were not settled. Continued litigation could result in a judgment greater or less than the amount obtained in the Settlement, or in no recovery at all. The Plaintiffs, the Trustee, and Wells disagree about whether the Trustee or Wells did anything wrong, and they do not agree on the amount, if any, that would be recoverable even if Plaintiffs prevailed at trial. The Trustee and Wells have denied, and continue to deny, all claims and contentions of the Plaintiffs in the Lawsuit, have denied, and continue to deny, any wrongdoing or liability whatsoever, and are entering into the Settlement solely to avoid the cost, disruption and uncertainty of litigation. A settlement avoids the expense, further delay and uncertainty of a trial and gives money to Class

Members more quickly. The Plaintiffs and the attorneys for the Class think the Settlement is best for all Class Members.

THE SETTLEMENT APPROVAL PROCESS

The Court has granted preliminary approval of the proposed Settlement and has approved this Notice to the Class. The Settlement will not take effect, however, until it receives final approval from the Court after an opportunity for Class Members to object, as described below. Following the deadline for objecting to the Settlement, the Court will hold a Fairness Hearing at **XX**.m. on **XX** at the United States District Court for the Eastern District of Pennsylvania, in the courtroom of Judge Harvey Bartle III, located at the James A. Byrne U.S. Courthouse, 601 Market Street, Courtroom 16-A, Philadelphia, Pennsylvania 19106. The date and location of the Fairness Hearing is subject to change by order of the Court, which will appear on the Court's docket for this Lawsuit. The Court may decide to conduct the hearing by videoconference.

THE OPPORTUNITY TO OBJECT TO THE SETTLEMENT

If you are a Class Member, you can object to the Settlement if you do not like any part of it. To object, you must send your objection to the Clerk of Court, U.S. District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, Room 2609, 601 Market Street, Philadelphia, PA 19106, and to the Parties at the following addresses:

To Class Counsel:

Gregory Y. Porter
Bailey & Glasser, LLP
1055 Thomas Jefferson Street, NW
Suite 540
Washington, DC 20007

Michelle C. Yau
Cohen Milstein Sellers & Toll, PLLC
1100 New York Ave. NW
Suite 500 West
Washington, DC 20005

To Trustee's Counsel:

Lars Golumbic
Groom Law Group, Chartered
1701 Pennsylvania Ave NW
Suite 1200
Washington, DC 20006

To Wells' Counsel:

Lynn E. Calkins
Holland & Knight, LLP
800 17th Street, NW
Suite 1100
Washington, DC 20006

Settlement Administrator:

Analytics Consulting, LLC
P.O. Box XXXX
City, State XXXXX-XXXX

Objections must be filed with the Court by **XX**, 2023 (21 days before the Fairness Hearing). Objections filed after that date will not be considered. In addition, copies of any objections must be sent to the Parties at the addresses above so that they are received by **XX**, 2023 (15 days before the Fairness Hearing). To be valid, the objection must set forth, in clear and concise terms: (a) the case name and number (*Ahrendsen v. Prudent Fiduciary Services, LLC*, Case No. 2:21-cv-02157-HB); (b) the name, address, and telephone number of the objector objecting and, if represented by counsel, the name, address, and telephone number of his or her counsel; (c) the complete basis for objection; (d) a statement of whether the objector intends to appear at the Fairness Hearing, either with or without counsel; (e) a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class, and (f) copies of all supporting documents.

Any Class Member who files and serves a written objection in accordance with the above paragraph may appear, in person or by counsel, at the Fairness Hearing, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objector: (a) files with the Clerk of the Court a notice of intention to appear at the Fairness Hearing by the objection deadline (“Notice of Intention to Appear”); and (b) serves the Notice of Intention to Appear on Class Counsel and Defense Counsel by the objection deadline.

The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objector will present to the Court in connection with the Fairness Hearing. Any Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Settlement Agreement and Class Notice shall be deemed to have waived his or her right to appear.

Any Class Member who does not make his or her objection in the manner provided shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Fairness Hearing, and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, and to the award of attorneys’ fees and expenses to Class Counsel and the payment of a Service Award to the Class Representatives for their representation of the

Class, unless otherwise ordered by the Court. Responses to objections shall be filed seven (7) days before the Fairness Hearing.

The Court will consider Class Member objections in deciding whether to grant final approval of the Settlement. Class Members who do not comply with these procedures, or who miss the deadline to file an objection, lose the opportunity to have their objection considered by the Court or to appeal from any order or judgment entered by the Court regarding the Settlement.

ATTORNEYS' FEES, EXPENSES AND SERVICE AWARD FOR NAMED PLAINTIFFS

The attorneys for the Plaintiffs and the Class ("Class Counsel") are:

Gregory Y. Porter
Ryan T. Jenny
Patrick O. Muench
Laura E. Babiak
Bailey & Glasser, LLP
1055 Thomas Jefferson Street, NW
Suite 540
Washington, DC 20007

Michelle C. Yau
Mary Bortscheller
Laura Older Rockmore
Daniel R. Sutter
Cohen Milstein Sellers & Toll, PLLC
1100 New York Ave. NW
Suite 500 West
Washington, DC 20005

Patricia M. Kipnis
Bailey & Glasser, LLP
923 Haddonfield Rd.
Suite 307
Cherry Hills, NJ 08002

Class Counsel will seek an award of attorneys' fees of no more than one-third of the Settlement Amount, *i.e.*, \$2.9 million, and reimbursement of their litigation expenses up to \$100,000. Class Counsel's litigation expenses include the cost and expense of process servers, e-discovery fees, legal research costs, court fees, and experts retained by Class Counsel. Class Counsel shall also seek Service Awards for the named Plaintiffs from the Settlement Amount of up to \$15,000 each. The fee application and supporting papers will be filed on or before 45 days before the Fairness Hearing. After that date you may review the application and supporting papers at [website](#). You may file an objection to the request for attorneys' fees and expenses and to the Service Awards under the same procedures for objecting to the Settlement. Any attorneys' fees, expenses and Service Awards approved by the Court, and the expenses incurred by the

Settlement Administrator in sending this Notice and otherwise administering the Settlement, will be paid from the Gross Settlement Fund.

GETTING MORE INFORMATION

This is only a summary of the Settlement. You can visit the website at [website](#), where you will find the full Settlement Agreement, the Court's order granting Preliminary Approval of the Settlement, this Notice, and other relevant pleadings and documents. If you cannot find the information you need on the website, you may also contact Class Counsel for more information.

WHAT IF MY ADDRESS OR OTHER INFORMATION HAS CHANGED OR CHANGES AFTER I RECEIVE MY NOTICE?

It is your responsibility to inform the Settlement Administrator of your updated address or other information. You may do so by email to the following email address: [email](#) or by U.S. Mail to the following mailing address: [XXX](#).

Please do not contact the Court, the Trustee or its counsel, or Defendant Wells or his counsel. They will not be able to give you additional information.

Dated: _____, 2023

By Order of the United States District Court
District Judge Harvey Bartle, III

EXHIBIT 2

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,**

Plaintiffs,

v.

**PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,**

Defendants.

Case No. 2:21-CV-02157-HB

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

Plaintiffs Shari Ahrendsen, Barry Clement, Lisa Bush, and Thomas Kallas, individually and as Class Representatives (“Plaintiffs” or “Class Representatives”) submitted a Motion for Final Approval of the Settlement (“Final Approval Motion”) set forth in the Class Action Settlement Agreement dated January 25, 2023 (the “Settlement Agreement”). Plaintiffs’ Counsel also has submitted to the Court their Motion for an Order Awarding Attorneys’ Fees and Costs and Expenses to Plaintiffs’ Counsel and Service Awards to the Class Representatives (“Plaintiffs’ Counsel Fees and Costs Motion”).

On _____, 2023, this Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement. The Court also approved the procedure for giving Class Notice to the members of the Settlement Class and set a Final Approval Hearing to take place on _____, 2023. The Court finds that due and adequate notice was given to the Settlement Class as required by the Court’s Order.

The Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement and exhibits thereto, memoranda and arguments submitted on behalf of the Settlement Class, and supporting affidavits.

On _____, 2023, this Court held a duly-noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate; (2) whether a judgment should be entered dismissing the Class Members' Released Claims on the merits and with prejudice; and (3) whether and in what amount to award attorneys' fees and expenses to Plaintiffs' Counsel and Service Awards to the Class Representatives.

Based on the papers filed with the Court and the presentations made to the Court by the Parties and by other interested persons at the Final Approval Hearing, the Court has determined that the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of the Settlement Class.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. **Settlement.** Plaintiffs, on behalf of themselves and all members of the Settlement Class, and Defendants Prudent Fiduciary Services, LLC ("PFS"), Miguel Paredes ("Paredes" and together with PFS, the "Trustee"), and James A. Wells ("Wells" and together with PFS and Paredes, the "Defendants"), have negotiated a potential settlement to this action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims (as defined in the Settlement Agreement) against the Trustee and Wells and the other Releasees (as defined in the Settlement Agreement).

2. **Definitions.** This Judgment and Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.

3. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Lawsuit and over all parties to the Lawsuit, including all Class Members, and venue in this Court is proper.

4. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this Lawsuit.

5. **Settlement Class.** As the Court ordered previously, the Settlement Class is defined as all persons who, at any time on or prior to January 1, 2023, were vested participants in the ESOP and the beneficiaries of such participants. Excluded from the Settlement Class are the shareholders who sold their World Travel, Inc. stock to the ESOP, directly or indirectly, and their immediate families; the directors of World Travel, Inc. and their immediate families; and legal representatives, successors, and assigns of any such excluded persons. The members of the Settlement Class are the “Class Members.”

6. **Designation of Class Representatives and Class Counsel.** The Court confirms the prior appointment of Plaintiffs Shari Ahrendsen, Barry Clement, Lisa Bush, and Thomas Kallas as Class Representatives, and the law firms Bailey & Glasser LLP and Cohen Milstein Sellers & Toll, PLLC who have acted as Plaintiffs’ Counsel as Class Counsel.

7. **Settlement Approval.** Pursuant to Rule 23(e), the Court hereby approves the Settlement and finds that it is, in all respects, fair, reasonable and adequate to the Parties. The Court further finds that the Settlement is the result of good faith arm’s-length negotiations between experienced counsel representing the interests of the Parties. Accordingly, the Settlement is hereby finally approved in all respects, there is no just reason for delay, and the Parties are hereby directed to perform its terms.

8. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the Released Claims of all Class Members, and the Released Claims are hereby dismissed in their

entirety with prejudice and without costs, and the case shall be closed.

9. **Releases.** The releases as set forth in Section 3 of the Settlement Agreement are expressly incorporated herein in all respects and made effective by operation of this Judgment. The Court hereby approves the release provisions as contained and incorporated in Section 3 of the Settlement Agreement, including but not limited to the definitions of Released Claims and Releasees. The Class Members and the ESOP shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged all Released Claims against the Releasees.

10. **Bar Order.** As described more fully in Section 3 of the Settlement Agreement, Plaintiffs and all Class Members are hereby barred and enjoined from filing any claim or action against any Releasee based on, relating to, or arising from any Released Claim. The foregoing provision shall be a complete defense to any such lawsuit or claims against any of the Releasees.

11. **Approval of Class Notice.** The form and means of disseminating the Class Notice as provided for in the Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement and Certification of Settlement Class constituted the best notice practicable under the circumstances, including individual notice to all Class Members who could be identified through reasonable effort. Said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

12. **Attorneys' Fees and Expenses.** Plaintiffs and Class Counsel have moved for an award of attorneys' fees in the amount of \$_____ and costs and expenses of \$_____. The Court has considered this application for fees and expenses separately and independently from this Judgment and the Court's approval of the Settlement. The Court finds that an award of

\$ _____ in attorneys' fees and \$ _____ in costs and expenses is fair and reasonable, and the Court approves of Class Counsel attorneys' fees, costs and expenses in these amounts to be paid from the Settlement Amount.

13. **Service Award.** The Court further finds that Service Awards for Class Representatives Shari Ahrendsen in the amount of \$ _____, Barry Clement in the amount of \$ _____, Lisa Bush in the amount of \$ _____, and Thomas Kallas in the amount of \$ _____ are fair and reasonable, and the Court approves of the Service Awards in those amounts. The Court direct the Settlement Administrator to disburse these amounts to the Class Representatives as provided in the Settlement Agreement.

14. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Settlement Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of the Trustee, Wells, or any of the Releasees. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in this action. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in this action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties as set forth in the Settlement Agreement.

15. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order.

16. **Termination of Settlement.** As this Court has approved the Settlement by entering this Final Order, this Settlement Agreement may be terminated by either Party if the Final Order entered by the Court is reversed or modified in any material respect by any Appeal Proceeding, provided that the terminating party, within fourteen (14) calendar days from the date of such event, furnishes written notice to Class Counsel or Defendants' Counsel, as the case may be, of the termination of this Settlement, specifying the terms modified or not approved that give rise to the right to terminate. If the Settlement Agreement is terminated, the following shall occur: (i) the Parties shall promptly after the date of termination of the Settlement Agreement notify the Court, and Class Counsel shall cause the return any Settlement Amount to the Selling Shareholder, except for amounts disbursed or incurred pursuant to Section 8.1 of the Settlement Agreement (Administration Expenses) up to a cap of \$25,000. If the amounts disbursed or incurred pursuant to Section 8.1 (Administration Expenses) exceed \$25,000, Class Counsel will pay the excess balance of those amounts; (ii) the Lawsuit shall for all purposes revert to its status as of the day immediately before the execution of this Settlement Agreement and the Parties shall request a scheduling conference with the Court; and (iii) the Settlement shall be deemed void and of no further force and effect.

17. **Implementation of the Agreement.** The Parties are hereby authorized to implement the terms of the Settlement Agreement.

18. **Reasonable Extensions.** Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

19. **CAFA Notice.** Defendants have provided notification to all appropriate federal and state officials regarding the Settlement as required by 28 U.S.C. § 1715.

20. **Entry of Final Judgment.** There is no just reason for delay in the entry of this

Order and Final Judgment and immediate entry by the Clerk of the Court is hereby directed.

21. **Action Closed.** The Clerk of the Court is hereby directed to close the Action.

IT IS SO ORDERED

Dated: _____

THE HON. HARVEY BARTLE, III
U.S. DISTRICT COURT JUDGE

EXHIBIT 3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,

Plaintiffs,

v.

PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,

Defendants.

Case No. 2:21-CV-02157-HB

PLAN OF ALLOCATION AND DISTRIBUTION OF
SETTLEMENT PROCEEDS

1. **The Settlement Fund.**¹ The Settlement Amount (\$8,700,000.00), and the interest and earnings thereon, shall be the “Gross Settlement Fund.” The Gross Settlement Fund, less certain amounts described in the Settlement Agreement, including (i) taxes (or reserves to pay taxes), (ii) settlement administration fees, costs and expenses, (iii) the fees and costs of the Independent Fiduciary if the Settlement becomes Final; (iv) Court-approved attorneys’ fees or expenses, and (v) any Service Awards to the Class Representatives, shall constitute the “Net Proceeds.” The Net Proceeds shall be distributed to the Authorized Claimants as defined below and in accordance with the terms of the Settlement Agreement and this Plan of Allocation.

2. **Authorized Claimants.** An Authorized Claimant shall be any vested participant in the ESOP on or prior to January 1, 2023 (or alternatively a beneficiary of that participant) who

¹ Unless otherwise defined in this Plan of Allocation capitalized terms have the meanings ascribed to them in the Settlement Agreement.

was identified as such in data produced by World Travel, Inc. and who is not excluded in the definition of Settlement Class per the terms of the Settlement Agreement.

3. Calculation of Authorized Claimants' Benefits. The pro rata share of the Net Proceeds for each Authorized Claimant will be calculated as follows:

- a. The total number of vested shares of World Travel, Inc. stock allocated to each individual Authorized Claimant on or prior to January 1, 2023, divided by the total number of vested shares of World Travel, Inc. stock allocated to the ESOP accounts of all Authorized Claimants on or prior to January 1, 2023 shall constitute the Authorized Claimant's "Entitlement Percentage"; and
- b. The Authorized Claimant's benefit shall be calculated by multiplying the Net Proceeds by his or her Entitlement Percentage.

4. Form of Distribution. The allocable portion of the Net Proceeds shall be distributed to the Authorized Claimants by the Settlement Administrator as follows:

- a. **Active ESOP Participants** are Authorized Claimants with an active ESOP account in the World Travel, Inc. ESOP as of the time of the distribution of Net Proceeds and will receive a cash payment into their ESOP accounts, which will be deposited into a money market fund in the ESOP; and
- b. **Non-Active ESOP Participants** are Authorized Claimants without an active ESOP account in the World Travel, Inc. ESOP as of the time of the distribution of Net Proceeds. Non-Active ESOP Participants will receive their distribution by check, unless they submit a completed Election Form at least 21 days before the Fairness Hearing, wherein they request that their distribution is deposited directly into an individual retirement account or other eligible retirement plan. No distribution to

Authorized Claimants without an active ESOP account will be made if the allocated payment falls below the *de minimis* threshold.

- i. For all Net Proceeds paid by check, the Settlement Administrator will issue a single check from the Settlement Fund and mail the check to the address on file for such Authorized Claimant or, in the case of ambiguity or uncertainty, to the address of such person as determined by the Settlement Administrator using commercially reasonable means. For each check issued, the Settlement Administrator shall: (i) calculate and withhold any applicable taxes associated with the payments allocable to the Authorized Claimant; (ii) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (iii) issue appropriate tax forms to the Authorized Claimants.
- ii. Upon issuing the check to the Authorized Claimant, in a letter accompanying such check, the Settlement Administrator shall advise the Authorized Claimant that they alone bear responsibility for complying with any Qualified Domestic Relations Order that may apply to the settlement payment.
- c. The Settlement Administrator shall be responsible for making provisions for the payment discussed above from the Gross Settlement Fund, as well as responsible for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from the Gross Settlement or Net Proceeds.

5. *De Minimis* Threshold. No amount shall be distributed by check to Non-Active ESOP Participants, if the allocation amount is less than \$10, the *De Minimis* Threshold” amount.

All such *de minimis* amounts shall be reallocated on a per capita basis to all Authorized Claimants with an allocation amount above the *De Minimis* Threshold in accordance with Section 6.b.

6. Final Settlement Administration.

- a. All checks issued in accordance with the Plan of Allocation shall expire no later than one hundred twenty (120) calendar days after their issue date. All checks that are undelivered or are not cashed before their expiration date shall revert to the Settlement Fund for distribution as stated in this Section.
- b. No sooner than one hundred and eighty (180) calendar days after the Settlement becomes Final, any Net Proceeds remaining in the Settlement Fund after distributions, including undelivered and uncashed checks and any undistributed funds below the *De Minimis* Threshold, shall be deposited in the Plan and the Plan administrator shall allocate it to Active ESOP Participants, divided equally on a per capita basis.
- c. In no event shall any part of the Settlement Fund be used to reimburse any Defendants, to offset normal Plan expenses, nor to offset settlement-related costs incurred by any Defendant.

7. Tax-Related Issues and General Responsibilities

- a. The payments made from the Settlement Fund Authorized Claimants are intended to constitute restorative payments in accordance with Revenue Ruling 2002-45.
- b. The Defendants, Defense Counsel, Class Counsel, and Class Representatives will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in the Settlement

Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Each Authorized Claimant who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Authorized Claimant shall hold the Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, Attorneys' Fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.

- c. Neither the Parties, Class Counsel, Class Representatives, nor Defense Counsel shall have any responsibility or liability whatsoever with respect to: (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Amount or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the administration or allocation of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (vi) the payment or withholding of any taxes

and/or expenses incurred in connection with the taxation of the Settlement Fund or tax reporting, or the filing of any Tax Filings.

8. Modifications. The Court may approve the Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement Website within ten (10) business days of the modification.

EXHIBIT C



Richard W. Simmons

Richard W. Simmons is the President of Analytics Consulting LLC¹. Mr. Simmons joined Analytics in 1990 and has more than 32 years of experience developing and implementing class action communications and settlement programs.

Mr. Simmons' first legal notice consulting engagement was the *Schwan's Salmonella Litigation* settlement (*In Re: Salmonella Litigation*, Case No. 94-cv-016304 (D. Minn.)). Since then, he has:

- Developed and implemented notice campaigns ranging in size up to 45 million known class members (and 180 million unknown class members);
- Testified regarding legal notice in building products, civil rights, consumer products, environmental pollution, privacy, and securities litigation settlements;
- Managed claims processes for settlement funds ranging up to \$1 billion in value.

As part of Analytics' ongoing class action notice consulting practice, Mr. Simmons:

- testified regarding the adequacy of notice procedures in direct notice cases (including the development of class member databases);
- testified regarding the adequacy of published notice plans;
- has been appointed as a Distribution Fund Administrator by the Securities and Exchange Commission tasked with developing Distribution Plans for court approval;
- has been retained as an expert by the Federal Trade Commission to testify regarding the effectiveness of competing notice plans and procedures; and,
- acted as the primary author for the Duke Law Center's guidelines for best practices regarding the evaluation of class action notice campaigns.
- Assisted in developing the George Washington University Law School's forthcoming Class Action Best Practices Checklist.

In addition to his class action consulting work, Mr. Simmons has taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and was a former referee for the *Journal of Legal Economics* (reviewing and critiquing peer reviewed articles on the application of economic and statistical analysis to legal issues). Mr. Simmons is a published author on the subject of damage analysis in Rule 10b-5 securities litigation.

Mr. Simmons graduated from St. Olaf College with a B.A. in Economics (with a year at University College, Dublin), pursued a PhD. in Agricultural and Applied Economics (with a concentration in

¹ In October 2013, Analytics Consulting LLC acquired Analytics Incorporated. I am the former President of Analytics Incorporated. References to Analytics herein include the prior legal entities.



industrial organization and consumer/behavioral economics) at the University of Minnesota², and has received formal media planning training from New York University.

APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

Mr. Simmons has been a visionary in the application of the Internet to class action notice campaigns and the management of settlements:

- In 1995, Mr. Simmons was the first in the nation to support class action settlements with an online presence, that included the ability to check online, the status of their claims.
- In 2000, Mr. Simmons invented online claims submission in class action litigation, filing a patent application governing “*Method and system for assembling databases in multiple-party proceedings*” US20010034731 A1.
- In 2002, Mr. Simmons established an online clearinghouse for class action settlements that provided the public with information regarding class action settlements and provided them with the ability to register for notification of new settlements. This clearinghouse received national press attention as a resource for class action settlements.
- From 2003 through 2013, Analytics’ incremental changes in Internet support included class member verification of eligibility, locator services that identified retail outlets that sold contaminated products, secure document repositories, and multi-language support.
- In 2014, Mr. Simmons was the first to utilize and testify regarding product-based targeting in an online legal notice campaign
- In 2014, Analytics, under Mr. Simmons’ leadership, released the first-class action settlement support site developed under e-commerce best practices.

SPEAKER/EXPERT PANELIST/PRESENTER

Mr. Simmons has presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement:

- Mr. Simmons served as a panelist for the Francis McGovern Conferences on “Distribution of Securities Litigation Settlements: Improving the Process”, at which regulators, judges, custodians, academics, practitioners and claims administrators participated.
- In 2011, Mr. Simmons was a panelist at the Federal Judicial Center’s workshop/meetings regarding class action notice and settlement administration.
- In 2014, Mr. Simmons was invited to be interviewed by the Consumer Financial Protection Bureau as an expert on notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers
- In 2016, Mr. Simmons presented results of research regarding the impact of forms of notice on fund participation rates to the Federal Trade Commission.

² Mr. Simmons suspended work on his dissertation to acquire and manage Analytics.



- In 2019, Mr. Simmons was the only claims administration expert invited to be a panelist to the Federal Trade Commission’s Workshop on Consumers and Class Action Notices, where he spoke regarding the impact of different forms of notice on settlement participation rates and improving response rates to class action notices.

Mr. Simmons’ speaking engagements regarding class notice include:

- *Risks and Regulations: Best Practices that Protect Class Member Confidentiality* presented at the HB Litigation Conference on Class Action Mastery in New York City (2018)
- *Recent Developments in Class Action Notice and Claims Administration* presented at Practising Law Institute in New York City (2017)
- *The Beginning and the End of Class Action Lawsuits* presented at Perrin Class Action Litigation Conference in Chicago (2017);
- *Class Action Administration: Data and Technology* presented at Harris Martin Target Data Breach Conference in San Diego (2014);
- *Developments in Legal Notice*, accredited CLE Program, presented at Susman Godfrey in Dallas (2014)
- *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013),
- *Developments in Legal Notice*, accredited CLE Program, presented at Halunen & Associates in Minneapolis (2013),
- *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented by Brian Christensen and Richard Simmons, to the Kansas Bar Association (March 2009).

Mr. Simmons’ writings regarding class notice include:

- *Crafting Digital Class Notices That Actually Provide Notice* - Law360.com, New York (March 10, 2016).

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Mr. Simmons’ notice campaigns, courts have repeatedly recognized Mr. Simmons’ work. The following excerpts provide recent examples of such judicial approval in matters where the primary issue was the provision of class notice.

Honorable Stephen J. Murphy III, *Doe 1 v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of



the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.

* * *

In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the “best notice that is practicable under the circumstances,” and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.³

Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.

Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class members (in English and in Spanish on Spanish-language websites); (2) notice via “earned media” or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).

The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.

³ Unless otherwise indicated, citations are omitted and emphasis is added.



ANALYTICS

Honorable Terrence F. McVerry, *Kobylanski. v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

The Court finds that the distribution of the Notice to Settlement Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.

Honorable Thomas N. O'Neill, Jr., *In re: Certain Teed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

Settlement class members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to settlement class members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.

Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

Due and adequate notice of the Settlement was provided to the Class. . . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.

Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.

Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.



ANALYTICS

Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
Antitrust	<i>All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.</i>	08-CV-1816 (E.D.N.Y.)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Aluminum Phosphide Antitrust Litigation</i>	Case No. 93-cv-2452 (D. Kan.)
	<i>In Re: Beef Antitrust Litigation</i>	MDL No. 248 (N.D. Tex.)
	<i>In Re: Bromine Antitrust Litigation</i>	MDL No. 1310 (S.D. Ind.)
	<i>In Re: Corrugated Container Antitrust Litigation</i>	MDL No. 310 (S.D. Tex.)
	<i>In Re: Industrial Silicon Antitrust Litigation</i>	Case No. 95-cv-2104 (W.D. Pa.)
	<i>In Re: Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs</i>	MDL No. 10 (S.D.N.Y.)
	<i>In Re: Workers Compensation Insurance Antitrust Litigation</i>	Case No. 4:85-cv-1166 (D. Minn.)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
Asset Forfeiture	<i>Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.</i>	Case No. 03-cv-203796-1 (Spokane County, Wash.)
	<i>Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.,</i>	Case No. 7:00-cv-123-BR(1) (E.D. S.C.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla)
	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i>	Case No. 09-cv-01731 (C.D. Cal.)
	<i>United States of America v. Alfredo Susi, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 05-cv-058 (D.R.I.)
Biometric Privacy	<i>United States of America v. Evolution Marketing Group</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>United States of America v. George David Gordon</i>	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	<i>United States of America v. Regensis Marketing Corporation</i>	No. C09-1770RSM (W.D. Wash.)
	<i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. FL)
	<i>United States of America v. Zev Saltsman</i>	Case No. 04-cv-641 (E.D.N.Y.)
	<i>Allen v R.J. Van Drunen & Sons, Inc.</i>	Case No.: 2:20cv02106-CSB-EIL (C.D. Ill.)
	<i>Alric Howell v Lakes Venture dba Fresh Thyme Farmers Market</i>	1:20-cv-02213 (N.D. IL)
	<i>Andrea Jones et al. v Rosebud Restaurants, Inc.</i>	2019CH12910 (Cook County, IL)
	<i>Anthony Rodriguez v Senior Midwest Direct, Inc.</i>	Case No.: 2021-CH-00811 (Cook County, IL)
	<i>Anton Tucker et al. v Momence Packing Co.</i>	Case No. 2019-L-000098 (Kankakee County, IL)
	<i>Charles Hilson v MTIL, Inc.</i>	20 L 440 (Will County, IL)
	<i>Charles Thurman et al. v NorthShore University HealthSystem</i>	Case No. 2018-CH-3544 (Cook County, IL)
	<i>Christopher Crosby et al. v Courier Express One, Inc.</i>	2019-CH-03391 (Cook County, IL)
	<i>Clifford Like et al. v Professional Freezing Services LLC</i>	2019 CH 04194 (Cook County, IL)
	<i>Danielle Parker v Dabecca Natural Foods, Inc.</i>	2019 CH 1845 (Cook County, IL)
	<i>Darrin Hall v Whiting Corporation</i>	Case No.: 2021L000912 (Will County, IL)



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Deanna Ramirez v Greater Rockford Auto Auction, Inc.</i>	Case No.: 2021-L-48 (Winnebago County, IL)
	<i>Dearlo Terry v Griffith Foods</i>	2019CH12910 (Cook County, IL)
	<i>Drape et al. v S.F. Express Corporation</i>	20-L-001094 (DuPage County, IL)
	<i>Francesca Graziano et al. v Royal Die and Stamping LLC dba Royal Power Solutions, LLC</i>	2019-L-00169 (DuPage County, IL)
	<i>Gniecki Katarzyna v Columbia Sussex Management</i>	Case No.: 2021CH00677 (Cook County, IL)
	<i>Heard, et al. v. THC – Northshore, Inc.</i>	Case No. 2017-CH-16918 (Cook County, IL)
	<i>Hector Campos v Sonoco Products Company</i>	Case No.: 2021CH01223
	<i>Hubler v Placesmart Agency d/b/a/ Nashville Material & Supply LLC</i>	Case No.: 2021L11 (Washington County, IL)
	<i>Jacob Weeks v Tricon Industries Manufacturing</i>	Case No.: 2021L32 (LaSalle County, IL)
	<i>Jeremy Webb et al. v Plochman, Inc.</i>	Case No. 2020-L-15 (Kankakee County, IL)
	<i>Jerrold Lane et al. v Schenker, Inc.</i>	3:19-cv-00507 NJR-MAB (S.D. IL)
	<i>Joseph Ross v Caremel, Inc.</i>	2019L000010 (Kankakee County, IL)
	<i>Joshua Eden Mims v Monda Window & Door Corp.</i>	2019 CH 10371 (Cook County, IL)
	<i>Katherine Martinez et al. v Nando's Restaurant Group, Inc.</i>	1:19-cv-07012 (N.D. IL)
	<i>Latonia Williams v Personalizationmall.Com, LLC</i>	Case No.: 1:20cv00025 (N.D. IL)
	<i>Lawrence et al v Atria Management Company, LLC</i>	Case No: 2020-ch-01384 (Cook County, IL)
	<i>Lawrence v Capital Senior Living, Inc.</i>	Case No.: 2021-l-000267 (Dupage County, IL)
	<i>Leen Abusalem et al. v The Standard Market, LLC</i>	2019L000517 (Dupage County, IL)
	<i>Marcus McCullum v IKO Midwest, Inc.</i>	Case No.: 2020CH05114 (Cook County, IL)
	<i>Melone v General RV Center</i>	Case No.: 21L000405 (Kane County, IL)
	<i>Michael Pfothenhauer v Alfagomma Aurora TF LLC</i>	Case No.: 21L000251 (Kane County, IL)
	<i>Michelle Sedory v Aldi, Inc.</i>	Case No.: 20CH02768 (Cook County, IL) (Chancery Division)
	<i>Mims v Trippe Manufacturing Company, d/b/a Trippe Lite</i>	Case No.: 2019-ch-10189 (Cook County, IL)
	<i>Morales v Graham Packing Plastic Products, LLC</i>	Case No: 2021l000801 (Dupage County, IL)
	<i>Neisha Torres et al. v Eataty Chicago, LLC</i>	2020 CH 6417 (Cook County, IL)
	<i>Olman v U.S.A. Recycling, Inc. d/b/a Pallet Logistics Management, Inc.</i>	Case No.: 21L0737 (St. Clair County, IL)
	<i>Otilia Garcia et al. v Club Colors Buyers LLC</i>	Case No. 2020 L 001330 (Dupage County, IL)
	<i>Rafael Vazquez v Pet Food Experts, Inc.</i>	2019 CH 14746 (Cook County, IL)
	<i>Rea v Skolnik Industries, Inc.</i>	Case No.: 2021-ch-00571 (Cook County, IL)
	<i>Ricardo White v Bridgeway of Bensenville Independent Living, LLC</i>	2019 CH 03397 (Cook County, IL)
	<i>Roach v. Walmart Inc.</i>	Case No. 2019-CH-01107 (Cook County, IL)
	<i>Robert Corey v Wireless Vision, LLC</i>	Case No.: 2020CH1192 (Cook County, IL)
	<i>Rosy Gomez v Resource Management Group, Inc.</i>	Case No.: 2021ch04440 (Cook County, IL)
	<i>Seyon Haywood v Thyssenkrupp Dynamic Components Danville, LLC</i>	Case No.: 2021L000057 (Vermillion County, IL)
	<i>Shonnette Banks v Meridian Lodging Associates, LLP</i>	Case No.: 1:20cv07030 (N.D. Ill.)
	<i>Stark v Joliet Cold Storage, LLC</i>	Case No.: 191182 (Will County, IL)


 Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
Business	<i>Sykes v. Clearstaff, Inc.</i>	Case No. 19-CH-03390 (Cook Co. IL)
	<i>Trayes v Midcon Hospitality Group, LLC et al.</i>	Case No. 19-CH-11117 (Cook County, IL)
	<i>Tyronne L. Helm et al. v Marigold, Inc.</i>	2020-CH-003971 (Cook County, IL)
	<i>Villasenor v Air & Ground Services, Inc.</i>	Case No.: 2021CH5558 (Cook County, IL)
	<i>White v Willow Crest Nursing Pavilion, LTD</i>	Case No: 2021CH04785 (Cook County, IL)
	<i>American Golf Schools, LLC, et al. v. EFS National Bank, et al.</i>	Case No. 00-cv-005208 (D. Tenn.)
	<i>AVR, Inc. and Amidon Graphics v. Churchill Truck Lines</i>	Case No. 4:96-cv-401 (D. Minn.)
	<i>Buchanan v. Discovery Health Records Solutions</i>	Case No. 13-015968-CA 25 (Miami Dade County)
	<i>Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.</i>	Case No. 06-CC-00137 (Orange County, Cal.)
	<i>F.T.C. v. Ameritel Payphone Distributors</i>	Case No. 00-cv-514 (S.D. Fla.)
	<i>F.T.C. v. Cephalon</i>	Case No. 08-cv-2141 (E.D. Pa.)
	<i>F.T.C. v. Datacom Marketing, Inc.</i>	Case No. 06-cv-2574 (N.D. Ill.)
	<i>F.T.C. v. Davison & Associates, Inc.</i>	Case No. 97-cv-01278 (W.D. Pa.)
	<i>F.T.C. v. Fidelity ATM, Inc.</i>	Case No. 06-cv-81101 (S.D. Fla.)
	<i>F.T.C. v. Financial Resources Unlimited, Inc.</i>	Case No. 03-cv-8864 (N.D. Ill.)
	<i>F.T.C. v. First American Payment Processing Inc.</i>	Case No. 04-cv-0074 (D. Ariz.)
	<i>F.T.C. v. Group C Marketing, Inc.</i>	Case No. 06-cv-6019 (C.D. Cal.)
	<i>F.T.C. v. Jordan Ashley, Inc.</i>	Case No. 09-cv-23507 (S.D. Fla.)
	<i>F.T.C. v. Medical Billers Network, Inc.</i>	Case No. 05-cv-2014 (S.D.N.Y.)
	<i>F.T.C. v. Minuteman Press Int'l</i>	Case No. 93-cv-2496 (E.D.N.Y.)
	<i>F.T.C. v. Netfran Development Corp</i>	Case No. 05-cv-22223 (S.D. Fla.)
	<i>F.T.C. v. USA Beverages, Inc.</i>	Case No. 05-cv-61682 (S.D. Fla.)
	<i>Garcia, et al. v. Allergan, Inc.</i>	11-CV-9811 (C.D. Cal.)
	<i>Gerald Young et al. v. HealthPort Technologies, LLC, et al.</i>	Case No. LACL130175 (Polk County, IA)
	<i>Goldberg et al. v. HealthPort Inc. et al.</i>	Case No L-1421-14 (Essex County, NJ)
	<i>In Re Google AdWords Litigation</i>	No. 5:08-cv-03369-EJD (N.D. Cal.)
	<i>In re Syngenta Ag Mir 162 Corn Litigation</i>	Case No 2:14-md-2591-JWL-JPO (D. Kan.)
	<i>Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC</i>	No. 16-2011-CA-010202 (Duval County, FL)
	<i>Melby et al. v. America's MHT, Inc., et al.</i>	Case No. 3:17-CV-155-M (N.D. Texas)
	<i>Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.</i>	Case No. 14-0064 (W.D. Mo.)
	<i>Physicians of Winter Haven LLC v. STERIS Corp.</i>	Case No. 1:10-cv-00264 (N.D. Ohio)
<i>Richard P. Console, JR., P.C. v. Medical Records Online Inc.</i>	Docket No. CAM-L-2133-18 (Camden County, NJ)	
<i>Sue Ramirez et al. v. Smart Professional Photocopy Corporation</i>	No. 01-L-385 (Peoria County, IL)	
<i>Terry Bishop v DeLaval, Inc.</i>	Case No.: 5/19cv06129 (W.D. MO)	
<i>Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.</i>	Case No. 96-cv-59 (D.N.D.)	
<i>Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.</i>	Case No. 08-cv-01363 (E.D. La.)	


 Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
Civil Rights	<i>Bentley v. Sheriff of Essex County</i>	Case No. 11-01907 (Essex County, MA)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>Garcia, et al v. Metro Gang Strike Force, et al.</i>	Case No. 09-cv-01996 (D. Minn.)
	<i>Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron</i>	3:07-cv-30049 (S.D. Mass.)
	<i>McCain, et al. v. Bloomberg, et al.</i>	Case No. 41023/83 (New York)
	<i>Minich, et al. v Spencer, et al.</i>	Civil Action No. 1584cv00278 (Suffolk Superior Court, Mass.)
	<i>Nancy Zamarron, et al. v. City of Siloam Springs, et al.</i>	Case No. 08-cv-5166 (W.D. Ark.)
	<i>Nathan Tyler, et al. v. Suffolk County, et al.</i>	Case No. 1:06-cv-11354 (S.D. Mass.)
	<i>Nilsen v. York County</i>	Case No. 02-cv-212 (D. Me.)
	<i>Richard S. Souza et al. v. Sheriff Thomas M. Hodgson</i>	2002-0870 BRCV (Superior Ct., Mass.)
	<i>Taha v. County of Bucks</i>	Case No. 12-6867 (E.D. Pa.)
	<i>Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.</i>	Case No. 02-cv-0450-C (W.D. Wisc.)
	<i>Tyrone Johnson et al. v CoreCivic et al.</i>	2:20-cv-01309 RFB-NJK (D. NV)
	Consumer	<i>Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,</i>
<i>Alimi v Integrity Management Group, LLC et al.</i>		Case No.: 2021-CH-03274 (Cook County, IL)
<i>Andrew J. Hudak, et al. v. United Companies Lending Corporation</i>		Case No. 334659 (Cuyahoga County, Ohio)
<i>Angela Doss, et al. v. Glenn Daniels Corporation</i>		Case No. 02-cv-0787 (E.D. Ill.)
<i>Angell v. Skechers Canada</i>		8562-12 (Montreal, Quebec)
<i>Ann McCracken et al. v Verisma Systems, Inc.</i>		6:14-cv-06248 (W.D. N.Y.)
<i>Anthony Talalai, et al. v. Cooper Tire & Rubber Company</i>		Case No. L-008830-00-MT (Middlesex County, NJ)
<i>Ballard, et al. v. A A Check Cashiers, Inc., et al.</i>		Case No. 01-cv-351 (Washington County, Ark.)
<i>Belinda Peterson, et al. v. H & R Block Tax Services, Inc.</i>		Case No. 95-CH-2389 (Cook County, Ill.)
<i>Boland v. Consolidated Multiple Listing Service, Inc.</i>		Case No. 3:19-cv-01335-SB (D.S.C.)
<i>Braulio M. Cuesta, et al. v. Ford Motor Company, Inc., and Williams Controls, Inc.</i>		CIV-06-61-S (E.D. Okla.)
<i>Caprarola, et al. v. Helxberg Diamond Shops, Inc.</i>		Case No. 13-06493 (N.D. Ill.)
<i>Carideo et al. v. Dell, Inc.</i>		Case No. 06-cv-1772 (W.D. Wash.)
<i>Carnegie v. Household International, Inc.</i>		No. 98-C-2178 (N.D. Ill.)
<i>Che Clark v. JPMorgan Chase Bank, N.A.. et al.</i>		Case No. 0:17-cv-01069 (D. Minn.)
<i>Christine Gambino et al. v CIOX Health, LLC</i>		2015-CA-006038-B (District of Columbia)
<i>Clair Loewy v. Live Nation Worldwide Inc.</i>		Case No. 11-cv-04872 (N.D. Ill.)
<i>Conradie v. Caliber Home Loans</i>		Case No. 4:14-cv-00430 (S.D. Iowa)
<i>Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.</i>		Case No. 1:14-cv-07194 (N.D. Ill.)
<i>Consumer Financial Protection Bureau v. Park View Law</i>		Case No. 2:17-cv-04721 (N.D. Cal.)
<i>Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.</i>	Case No. 2:17-cv-04720 (N.D. Cal.)	
<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	Case No. 2:16-cv-07111 (C.D. Cal.)	
<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	1:15-cv-23070-MGC (S.D. Fl)	


 Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Consumer Financial Protection Bureau v. Security National Automotive Acceptance</i>	Civil Action No. 1 :15-cv-401 (S.D. Ohio)
	<i>Covey, et al. v. American Safety Council, Inc.</i>	2010-CA-009781-0 (Orange County, FL)
	<i>Cummins, et al. v. H&R Block, et al.</i>	Case No. 03-C-134 (Kanawha County, W.V.)
	<i>David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC</i>	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)
	<i>Don C. Lundell, et al. v. Dell, Inc.</i>	Case No. 05-cv-03970 (N.D. Cal.)
	<i>Duffy v. Security Pacific Automotive Financial Services Corp., et al.</i>	Case No. 3:93-cv-00729 (S.D. Cal.)
	<i>Edward Hawley, et al. v. American Pioneer Title Insurance Company</i>	No. CA CE 03-016234 (Broward County, Fla.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. Cal.)
	<i>F.T.C. and The People of the State of New York v. UrbanQ</i>	Case No. 03-cv-33147 (E.D.N.Y.)
	<i>F.T.C. v A1 DocPrep Inc. et al.</i>	Case No. 2:17-cv-07044 SJO-JC (C.D. CA)
	<i>F.T.C. v First Universal Lending, LLC et al.</i>	Case No. 9:09-cv-82322 ZLOCH (S.D. FL)
	<i>F.T.C. v Student Debt Doctor, LLC et al.</i>	Case No. 17-cv-61937 WPD (S.D. FL)
	<i>F.T.C. v. 1st Beneficial Credit Services LLC</i>	Case No. 02-cv-1591 (N.D. Ohio)
	<i>F.T.C. v. 9094-5114 Quebec, Inc.</i>	Case No. 03-cv-7486 (N.D. Ill.)
	<i>F.T.C. v. Ace Group, Inc.</i>	Case No. 08-cv-61686 (S.D. Fla.)
	<i>F.T.C. v. Affordable Media LLC</i>	Case No. 98-cv-669 (D. Nev.)
	<i>F.T.C. v. AmeraPress, Inc.</i>	Case No. 98-cv-0143 (N.D. Tex.)
	<i>F.T.C. v. American Bartending Institute, Inc., et al.</i>	Case No. 05-cv-5261 (C.D. Cal.)
	<i>F.T.C. v. American International Travel Services Inc.</i>	Case No. 99-cv-6943 (S.D. Fla.)
	<i>F.T.C. v. Asset & Capital Management Group</i>	Case No. 8:13-cv-1107 (C.D. Cal.)
	<i>F.T.C. v. Bigsmart.com, L.L.C., et al.</i>	Case No. 01-cv-466 (D. Ariz.)
	<i>F.T.C. v. Broadway Global Master Inc</i>	Case No. 2-cv-00855 (E.D. Cal.)
	<i>F.T.C. v. Call Center Express Corp.</i>	Case No. 04-cv-22289 (S.D. Fla.)
	<i>F.T.C. v. Capital Acquisitions and Management Corp.</i>	Case No. 04-cv-50147 (N.D. Ill.)
	<i>F.T.C. v. Capital City Mortgage Corp.</i>	Case No. 98-cv-00237 (D.D.C.)
	<i>F.T.C. v. Centro Natural Corp</i>	Case No. 14:23879 (S.D. Fla.)
	<i>F.T.C. v. Certified Merchant Services, Ltd., et al.</i>	Case No. 4:02-cv-44 (E.D. Tex.)
	<i>F.T.C. v. Check Inforcement</i>	Case No. 03-cv-2115 (D.N.J.)
	<i>F.T.C. v. Chierico et al.</i>	Case No. 96-cv-1754 (S.D. Fla.)
	<i>F.T.C. v. Clickformail.com, Inc.</i>	Case No. 03-cv-3033 (N.D. Ill.)
	<i>F.T.C. v. Consumer Credit Services</i>	Case No. 96-cv-1990 (S.D. N.Y.)
	<i>F.T.C. v. Consumer Direct Enterprises, LLC.</i>	Case No. 07-cv-479 (D. Nev.)
	<i>F.T.C. v. Debt Management Foundation Services, Inc.</i>	Case No. 04-cv-1674 (M.D. Fla.)
	<i>F.T.C. v. Delaware Solutions</i>	Case No. 1:15-cv-00875-RJA (W.D.N.Y)
	<i>F.T.C. v. DeVry Education Group Inc.</i>	Case No. 2:16-cv-579 (C.D. Cal.)
	<i>F.T.C. v. Digital Enterprises, Inc.</i>	Case No. 06-cv-4923 (C.D. Cal.)



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>F.T.C. v. Dillon Sherif</i>	Case No. 02-cv-00294 (W.D. Wash.)
	<i>F.T.C. v. Discovery Rental, Inc., et al.</i>	Case No: 6:00-cv-1057 (M.D. of Fla.)
	<i>F.T.C. v. EdebitPay, LLC.</i>	Case No. 07-cv-4880 (C.D. Cal.)
	<i>F.T.C. v. Electronic Financial Group, Inc.</i>	Case No. 03-cv-211 (W.D. Tex.)
	<i>F.T.C. v. Eureka Solutions</i>	Case No. 97-cv-1280 (W.D. Pa.)
	<i>F.T.C. v. Federal Data Services, Inc., et al.</i>	Case No. 00-cv-6462 (S.D. Fla.)
	<i>F.T.C. v. Financial Advisors & Associates, Inc.</i>	Case No. 08-cv-00907 (M.D. Fla.)
	<i>F.T.C. v. First Alliance Mortgage Co.</i>	Case No. 00-cv-964 (C.D. Cal.)
	<i>F.T.C. v. First Capital Consumer Membership Services Inc., et al.</i>	Case No. 1:00-cv-00905 (W.D.N.Y.)
	<i>F.T.C. v. First Capital Consumers Group, et al.</i>	Case No. 02-cv-7456 (N.D. Ill.)
	<i>F.T.C. v. Franklin Credit Services, Inc.</i>	Case No. 98-cv-7375 (S.D. Fla.)
	<i>F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et al.</i>	Case No. 03-cv-023031 (D. D.C.)
	<i>F.T.C. v. Granite Mortgage, LLC</i>	Case No. 99-cv-289 (E.D. Ky.)
	<i>F.T.C. v. Herbalife International of America</i>	Case No. 2:16-cv-05217 (C.D. Cal.)
	<i>F.T.C. v. ICR Services, Inc.</i>	Case No. 03-cv-5532 (N.D. Ill.)
	<i>F.T.C. v. iMall, Inc. et al.</i>	Case No. 99-cv-03650 (C.D. Cal.)
	<i>F.T.C. v. Inbound Call Experts, LLC</i>	Case No. 9:14-cv-81395-KAM (S.D. Fla.)
	<i>F.T.C. v. Information Management Forum, Inc.</i>	Case No. 2-cv-00986 (M.D. Fla.)
	<i>F.T.C. v. Ira Smolev, et al.</i>	Case No. 01-cv-8922 (S.D. Fla.)
	<i>F.T.C. v. Jeffrey L. Landers</i>	Case No. 00-cv-1582 (N.D. Ga.)
	<i>F.T.C. v. Jewelway International, Inc.</i>	Case No. 97-cv-383 (D. Ariz.)
	<i>F.T.C. v. Kevin Trudeau</i>	Case No. 98-cv-0168 (N.D. Ill.)
	<i>F.T.C. v. Komaco International, Inc., et al.</i>	Case No. 02-cv-04566 (C.D. Cal.)
	<i>F.T.C. v. LAP Financial Services, Inc.</i>	Case No. 3:99-cv-496 (W.D. Ky.)
	<i>F.T.C. v. Lumos Labs, Inc.</i>	Case No. 3:16-cv-00001 (N.D. Cal.)
	<i>F.T.C. v. Marketing & Vending, Inc. Concepts, L.L.C., et al.</i>	Case No. 00-cv-1131 (S.D.N.Y.)
	<i>F.T.C. v. Mercantile Mortgage</i>	Case No. 02-cv-5078 (N.D. Ill.)
	<i>F.T.C. v. Merchant Services Direct, LLC</i>	Case No. 2:13-cv-00279 (E. D. Wa.)
	<i>F.T.C. v. Meridian Capital Management</i>	Case No. 96-cv-63 (D. Nev.)
	<i>F.T.C. v. NAGG Secured Investments</i>	Case No. 00-cv-02080 (W.D. Wash.)
	<i>F.T.C. v. National Consumer Council, Inc., et al.</i>	Case No. 04-cv-0474 (C.D. Cal.)
	<i>F.T.C. v. National Credit Management Group</i>	Case No. 98-cv-936 (D.N.J.)
	<i>F.T.C. v. National Supply & Data Distribution Services</i>	Case No. 99-cv-128-28 (C.D. Cal.)
	<i>F.T.C. v. Nationwide Information Services, Inc.</i>	Case No. 00-cv-06505 (C.D. Cal.)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>F.T.C. v. NetSpend</i>	Case No. 1:16-cv-04203-AT (N.D. Ga.)



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>F.T.C. v. NutriMost LLC</i>	Case No. 2:17-cv-00509-NBF (W.D. Pa.)
	<i>F.T.C. v. One Technologies, LP</i>	Case No. 3:14-cv-05066 (N.D. Cal.)
	<i>F.T.C. v. Oro Marketing</i>	Case No. 2:13-CV-08843 (C.D. Cal.)
	<i>F.T.C. v. Pace Corporation</i>	Case No. 94-cv-3625 (N.D. Ill.)
	<i>F.T.C. v. Paradise Palms Vacation Club</i>	Case No. 81-1160D (W.D. Wash.)
	<i>F.T.C. v. Patrick Cella, et al.</i>	Case No. 03-cv-3202 (C.D. Cal.)
	<i>F.T.C. v. Platinum Universal, LLC</i>	Case No. 03-cv-61987 (S. D. Fla.)
	<i>F.T.C. v. Raymond Urso</i>	Case No. 97-cv-2680 (S.D. Fla.)
	<i>F.T.C. v. Rincon Management Services, LLC</i>	Case No. 5:11-cv-01623-VAP-SP (C.D. Cal.)
	<i>F.T.C. v. Robert S. Dolgin</i>	Case No. 97-cv-0833 (N.D. Cal.)
	<i>F.T.C. v. Southern Maintenance Supplies</i>	Case No. 99-cv-0975 (N.D. Ill.)
	<i>F.T.C. v. Star Publishing Group, Inc.</i>	Case No. 00-cv-023D (D. Wy.)
	<i>F.T.C. v. Stratford Career Institute</i>	Case No. 1:16-cv-00371 (N.D. Ohio)
	<i>F.T.C. v. Stuffingforcash.com Corp.</i>	Case No. 02-cv-5022 (N.D. Ill.)
	<i>F.T.C. v. Target Vending Systems, L.L.C., et al.</i>	Case No. 00-cv-0955 (S.D.N.Y.)
	<i>F.T.C. v. The College Advantage, Inc.</i>	Case No. 03-cv-179 (E.D. Tex.)
	<i>F.T.C. v. The Crescent Publishing Group, Inc., et al.</i>	Case No. 00-cv-6315 (S.D.N.Y.)
	<i>F.T.C. v. The Tax Club</i>	Case No. 13-cv-210 (JMF) (S.D.N.Y.)
	<i>F.T.C. v. The Tungsten Group, Inc.</i>	Case No. 01-cv-773 (E.D. Va.)
	<i>F.T.C. v. Think Achievement Corp.</i>	Case No. 2:98-cv-12 (N.D. Ind.)
	<i>F.T.C. v. Think All Publishing</i>	Case No. 07-cv-11 (E.D. Tex.)
	<i>F.T.C. v. Tracfone</i>	Case No. 3:15-cv-00392 (N.D. Cal.)
	<i>F.T.C. v. Trustsoft, Inc.</i>	Case No. 05-cv-1905 (S.D. Tex.)
	<i>F.T.C. v. Unicyber Gilboard, Inc.</i>	Case No. 04-cv-1569 (C.D. Cal.)
	<i>F.T.C. v. US Grant Resources, LLC.</i>	Case No. 04-cv-0596 (E.D. La.)
	<i>F.T.C. v. Verity International, Ltd., et al.</i>	Case No. 00-cv-7422-LAK (S.D.N.Y.)
	<i>F.T.C. v. Wellquest International, Inc.</i>	Case No. 2:03-cv-05002 (C.D. Cal.)
	<i>F.T.C. v. Wolf Group</i>	Case No. 94-cv-8119 (S.D. Fla.)
	<i>Fernando N. Lopez and Mallory Lopez, et al. v. City Of Weston</i>	Case No. 99-8958 CACE 07 (FL 17th Jud Dist)
	<i>Fiori, et al. v. Dell Inc., et al.</i>	Case No. 09-cv-01518 (N.D. Cal.)
	<i>FMS, Inc. v. Dell, Inc. et al.,</i>	Case No. 03-2-23781-7SEA (King County, Wash.)
	<i>Frederick v Manor Care of Hemet CA, LLC</i>	MCC2000202 (Riverside County, CA)
	<i>FTC v 9140-9201 Quebec Inc. dba Premium Business Pages, Inc.</i>	1:18-cv-04115 (E.D. IL)
	<i>FTC v Elite IT Partners, Inc.</i>	2:19-cv-00125 (D. UT)
	<i>FTC v Fat Giraffe Marketing Group LLC</i>	2:19-cv-00063 CW (C.D. Utah)
	<i>FTC v Grand Teton Professionals, LLC et al.</i>	3:19-cv-00933 VAB (D. CT)


 Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>FTC v Manhattan Beach Venture LLC</i>	Case No. 2:19cv7849 (C.D. CA)
	<i>FTC v Physician's Technology, LLC</i>	2:20-cv-11694 NGE-RSW (E.D. MI)
	<i>FTC v Renaissance Health Publishing, LLC dba Renown Health Products</i>	9:20-cv-80640 DMM (S.D. FL)
	<i>FTC v Slac, Inc.</i>	5:20-cv-00470 (C.D. CA)
	<i>FTC v Zycal Bioceuticals Healthcare Company, Inc.</i>	1:20-cv-10249 (D. MA)
	<i>Galatis, et al. v. Psak, Graziano Piasecki & Whitelaw, et. al.</i>	No. L-005900-04 (Middlesex County, NJ)
	<i>Garcia v. Allergan</i>	11-cv-9811 (C.D. Cal.)
	<i>Gloria Lopez et al. v Progressive County Mutual Insurance Company</i>	5:19-cv-00380 FB-ESC (W.D. TX)
	<i>Grabowski v. Skechers U.S.A., Inc.</i>	No. 3:12-cv-00204 (W.D. Ky.)
	<i>Greg Benney, et al. v. Sprint International Communications Corp. et al.</i>	Case No. 02-cv-1422 (Wyandotte County, KS)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-325223D2 (Ontario, Superior Court of Justice)
	<i>Haas and Shahbazi vs. Navient Solutions and Navient Credit Finance Corporation</i>	Case No. 15-35586 (DRJ) (S.D. Texas)
	<i>Harris, et al. v. Roto-Rooter Services Company</i>	Case No. 00-L-525 (Madison County, IL)
	<i>Harrison, et al. v. Pacific Bay Properties</i>	No. BC285320 (Los Angeles County, CA)
	<i>Henderson, et al. v. Volvo Cars of North America, LLC, et al.</i>	09-04146 (D.N.J.)
	<i>In re H&R Block IRS Form 8863 Litigation</i>	Case No. 4:13-MD-02474-FJG. (W.D. MO)
	<i>In Re: Bancomer Transfer Services Mexico Money Transfer Litigation</i>	BC238061, BC239611(Los Angeles County, CA)
	<i>In Re: Certainteed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: H&R Block Express IRA Marketing Litigation</i>	Case No. 06-md-01786 (W.D. Mo.)
	<i>In Re: High Carbon Concrete Litigation</i>	Case No. 97-cv-20657 (D. Minn.)
	<i>In Re: High Sulfur Content Gasoline Products Liability Litigation</i>	MDL No. 1632 (E.D. La.)
	<i>In Re: Ria Telecommunications and Afex Mexico Money Transfer Litigation</i>	Case No. 99-cv-0759 (San Louis Obispo, Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>In the Matter of Kushly Industries LLC</i>	FTC File No.: 202-3111
	<i>Janet Figueroa, et al. v. Fidelity National Title Insurance Company</i>	Case No. 04-cv-0898 (Miami Dade County, Fla.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>John Babb, et al. v. Wilsonart International, Inc.</i>	Case No. CT-001818-04 (Memphis, Tenn.)
	<i>John Colin Suttles, et al. v. Specialty Graphics, Inc.,</i>	Case No. 14-505 (W.D. TX)
	<i>Kenneth Toner, et al. v. Cadet Manufacturing Company</i>	Case No. 98-2-10876-2SEA (King County, Wash.)
	<i>Kiefer, et al. v. Ceridian Corporation, et al.</i>	Case No. 3:95-cv-818 (D. Minn.)
	<i>Kim Schroll et al. v Lakewood Residential Care LLC dba Lakewood Park Manor</i>	18STCV29819 (Los Angeles County, CA)
	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>Lisa Ranieri et al.v AdvoCare International, L.P.</i>	Case No. 3:17-cv-00691 B (N.D. TX)
	<i>Long et al v. Americredit Financial Services, Inc.</i>	0:2011-02752 (Hennepin County, MN)
	<i>Louis Thula, et al. v. Lawyers Title Insurance Corporation</i>	Case No. 0405324-11 (Broward County, Fla.)



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Lynn Henderson, et al. v. Volvo Cars of North America, LLC, et al.</i>	No. 2:09-cv-04146-CCC-JAD (D.N.J.)
	<i>Lynnette Lijewski, et al. v. Regional Transit Board, et al.</i>	Case No. 4:93-cv-1108 (D. Minn.)
	<i>Mark Laughman, et al. v. Wells Fargo Leasing Corp. et al.</i>	Case No. 96-cv-0925 (N.D. Ill.)
	<i>Mark Parisot et al v. US Title Guaranty Company</i>	Case No. 0822-cc-09381 (St. Louis Circuit Court, Mo.)
	<i>Mark R. Lund v. Universal Title Company</i>	Case No. 05-cv-00411 (D. Minn.)
	<i>Marks, et al. v. The Realty Associates Fund X, et al.</i>	CA No. SUCV2018-00056-BLS1 (Suffolk County, MA)
	<i>Melissa Castille Dodge, et al. v. Phillips College of New Orleans, Inc., et al.</i>	Case No. 95-cv-2302 (E.D. La.)
	<i>Michael Drogin, et al. v. General Electric Capital Auto Financial Services, Inc.</i>	Case No. 95-cv-112141 (S.D.N.Y.)
	<i>Michael Sutton v. DCH Auto Group, et al.</i>	(Essex County, NJ)
	<i>Michael T. Pierce et al. v. General Electric Capital Auto Lease</i>	CV 93-0529101 S
	<i>Mitchem, et al v. Illinois Collection Service, Inc.</i>	Case No. 09-cv-7274 (N.D. Ill.)
	<i>Northcoast Financial Services v. Marcia Webster</i>	2004 CVF 18651 (Cuyahoga County, OH)
	<i>Olivia Savarino et al. v Lincoln Property Co.</i>	14-1122C (Essex County, MA)
	<i>Oubre v. Louisiana Citizens Fair Plan</i>	No. 625-567 (Jefferson Parish, LA)
	<i>Patricia Faircloth, et a. v. Certified Finance, Inc., et al.</i>	Case No. 99-cv-3097 (E.D. La.)
	<i>Pistilli v. Life Time Fitness, Inc.</i>	Case No. 07-cv-2300 (D. Minn.)
	<i>Rawlis Leslie, et al. v. The St. Joe Paper Company</i>	Case No. 03-368CA (Gulf County, Fla.)
	<i>Regayla Loveless, et al. v. National Cash, Inc, et al.</i>	Case No. 2001-cv-892-2 (Benton County, Ark.)
	<i>Ricci, et al., v. Ameriquest Mortgage Co.</i>	Case No. 27-cv-05-2546 (D. Minn.)
	<i>Ronnie Haese, et al. v. H&R Block, et al.</i>	Case No. 96-cv-423 (Kleberg County, Tex.)
	<i>Sandra Arnt, et al. v. Bank of America, N.A.</i>	No. 27-cv-12-12279 (Hennepin County, MN)
	<i>Sara Khaliki, et al. v. Helzberg Diamond Shops, Inc.</i>	4:11-cv-00010 (W.D. Mo.)
	<i>Shepherd, et al. v. Volvo Finance North America, Inc., et al.</i>	Case No. 1:93-cv-971 (D. Ga.)
	<i>Skusenas v. Linebarger, Goggan, Blair & Sampson, LLC.</i>	Case No. 1:10-cv-8119 (N.D. Ill.)
	<i>Smith v. NRT Settlement Services of Missouri, LLC</i>	Case No. 06-cv-004039 (St. Louis County, MO)
	<i>Terrell Ervin v. Nokia Inc. et al.</i>	Case No. 01-L-150 (St. Clair County, Ill.)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Theresa Boschee v. Burnet Title, Inc.</i>	Case No. 03-cv-016986 (D. Minn.)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>Thomas Losgar, et al. v. Freehold Chevrolet, Inc., et al.</i>	Case No. L-3145-02 (Monmouth County, NJ)
	<i>Tiffany Ellis, et al. v. General Motors LLC</i>	Case No. 2:16-cv-11747 (E.D. Mich.)
	<i>Tom Lundberg, et al. v. Sprint Corporation, et al.</i>	Case No. 02-cv-4551 (Wyandotte County, Kan.)
	<i>Truc-way, Inc., et al. v. General Electric Credit Auto Leasing</i>	Case No. 92-CH-08962 (Cook County, Ill.)
	<i>Trudy Latman, et al. vs. Costa Cruise Lines, N.V., et al</i>	Case No. 96-cv-8076 (Dade County, Fla.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)



Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla)
	<i>United States of America v. Alfredo Susi, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 05-cv-058 (D. R.I.)
	<i>United States of America v. Evolution Marketing Group</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>United States of America v. Regenesis Marketing Corporation</i>	No. C09-1770RSM (W.D. Wash.)
	<i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla.)
	<i>Vicente Arriaga, et al. v. Columbia Mortgage & Funding Corp, et al.</i>	Case No. 01-cv-2509 (N.D. Ill.)
	<i>William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.</i>	Case No. 315343 (Cuyahoga County, Ohio)
	<i>Zyburo v. NCSPlus Inc.</i>	Case No. 12-cv-06677 (S.D.N.Y.)
CryptoCurrency	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i>	Case No. 09-cv-01731 (C.D. Cal.)
Data Breach	<i>F.T.C. v. Choicepoint</i>	Case No. 06-cv-0198 (N.D. Ga.)
	<i>First Choice Federal Credit Union v. The Wendy's Company</i>	Case No. 2:16-cv-00506-NBF-MPK (W.D. Pa.)
	<i>In Re Equifax, Inc. Customer Data Security Breach Litigation</i>	1:17-md-2800 TWT (N.D. GA)
	<i>In Re Hudson's Bay Company Data Security Incident Consumer Litigation</i>	Case No. 1:18-cv-08472 PKC (S.D. N.Y.)
	<i>Mitchell Lautman v American Bank Systems, Inc.</i>	Case No.: 2:20cv1959 (W.D. PA)
	<i>Sterling et al. v. Strategic Forecasting, Inc. et al.</i>	No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)
	<i>Veridian Credit Union v. Eddie Bauer LLC</i>	No. 2:17-cv-00356 (W.D. Wash.)
	<i>Village Bank et al. v Caribou Coffee Company, Inc.</i>	0:19-cv-01640 (D. MN)
Data Breach/Privacy	<i>Anderson, et al. v. United Retail Group, Inc., et al.</i>	Case No. 37-cv-89685 (San Diego County, Cal.)
	<i>F.T.C. v. CEO Group, Inc.</i>	Case No. 06-cv-60602 (S.D. Fla.)
	<i>In Re: U.S. Bank National Association Litigation</i>	Case No. 99-cv-891 (D. Minn.)
Discrimination	<i>Chicago Teachers Union, Local.1, v Board of Education of the City of Chicago</i>	Case No.: 1:12cv01311 (N.D. Ill.)
Elder Abuse	<i>Blaine Johnson v Napaience Opco, LLC d/b/a Napa Post Acute</i>	Case No.: 21CV001248 (Napa County, CA)
	<i>Brinkerhoff v Lifehouse San Diego operations LLC d/b/a The Shores Post-Acute</i>	Case No.: 202100021078 (San Diego, CA)
Employment	<i>Aaron Riffle et al. v Cristy's Pizza, Inc.</i>	2:19-cv-04750 GCS-CMV (S.D. OH)
	<i>Adam P. Kelly, et al v. Bank of America, N.A., et al.</i>	No. 10-CV-5332 (E.D. Ill.)
	<i>Alequin, et al. v. Darden Restaurants, Inc. et al.</i>	Case No.: 12-61742-CIV (S.D. Fla.)
	<i>Alice Williams, et a. v. H&R Block Enterprises</i>	RG 08366506, (County of Alameda, CA)
	<i>Alicia Ousley v CG Consulting d/b/a Scores Columbus</i>	Case No. 2:19-cv-01744 SDM-KAJ (S.D. OH)
	<i>Alma Anguiano v. First United Bank and Trust Co.</i>	Case No. CIV-12-1096 (D. Okla.)
	<i>Amber Oaks v Auria Holmesville, LLC</i>	Case No.: 3:22cv0008-JZ (N.D. Ohio)
	<i>Amber Young v I Love This Bar LLC</i>	Case No.: 2:20cv3971 (S.D. Ohio)


 Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Amiee Tracy v Quantum Health, Inc.</i>	Case No.: 2:22cv00294-MHW-KAJ (E.D. Ohio)
	<i>Andrew R. Ransomanski, et al. v. Midwest Division, Inc.</i>	No. 11-cv-00887 (W.D. Mo.)
	<i>Anita Adams v Aztar Indiana Gaming Company LLC d/b/a Tropicana Evansville</i>	Case No.: 2:20cv00143-RLY-MPB (S.D. Ind.)
	<i>Ann Ford v U.S. Foods, Inc.</i>	Case No.: 1:19cv05967 (N.D. Ill.)
	<i>Antwaun Jones et al. v United American Security LLC</i>	Case No. 1:20cv00440 JG (N.D. OH)
	<i>Arturo Reyes et al. v Ivory Management Co. dba Renaissance Stone Care and Waterproofing</i>	19CV340357 (Santa Clara, CA)
	<i>Balandran, et al. v. Labor Ready, et al.</i>	BC 278551 (Los Angeles County, Cal.)
	<i>Ballard, et al. v. CoreCivic of Tennessee, LLC</i>	Case No. 3:20cv418 (M.D. Tenn.)
	<i>Ballard, et al., v. Fogo de Chao, LLC</i>	Case No. 09-cv-7621 (D. Minn.)
	<i>Barbara Jane Freck et al. v Cerner Corporation</i>	4:20-cv-00043 BCW (W.D. MO)
	<i>Batiste v. TopGolf International Inc. and TopGolf USA Spring Holdings, LLC</i>	Civil Action 4:20-cv-00655 (S.D. Tx.)
	<i>Beasley, et al. v. GC Services LP</i>	Case No. 09-cv-01748 (E.D. Mo.)
	<i>Berry v. Farmers Bank & Trust, N.A.</i>	Case No. 13-02020
	<i>Berte v. WIS Holdings Corporation</i>	07-cv-1932 (S.D. Cal.)
	<i>Bishop et al. v. AT&T Corp.</i>	Case No. 08-cv-00468 (W.D. Pa.)
	<i>Bobbi Hardisky et al. v Gateway Health LLC</i>	Case No. 2:20-cv-01483 MPK (W.D. PA)
	<i>Bobbie Jarrett v. GGNCS Holdings, LLC</i>	Case No.: 12-CV-4105-BP (W.D. Mo.)
	<i>Bobbi-Jo Smiley et al. v E.I. Dupont De Nemours and Company</i>	3:12-cv-02380 (M.D. PA)
	<i>Brenda Wickens, et al. v Thyssenkrupp Crankshaft Co. LLC</i>	Case No. 1:19-cv-06100 (S.D. IL)
	<i>Brian Smith et al. v Kellogg Company</i>	1:18-cv-01341 PLM-RSK (D. NV)
	<i>Brittane Tupitza et al. v Texas Roadhouse Management Corporation</i>	Case No. 1:20-cv-00002 (W.D. PA)
	<i>Burbran Pierre v City of New York, et al.</i>	Civil Action No.: 20-cv-05116(ALC)(DCF) (S.D.N.Y.)
	<i>Cara Nasisi et al. v Comprehensive Health Management, Inc.</i>	Case No. 1:19-cv-4132 KPF (S.D. N.Y.)
	<i>Carlos Calderas, et al. v AK Tube, LLC</i>	Case No. 3:19-cv-02431 JZ (W.D. OH)
	<i>Carolyn Bledsoe et al. v LHC Group, Inc.</i>	2:18-cv-02863 (D. AZ)
	<i>Carolyn M. Nicholson et al. v IOC-Boonville, Inc. dba Isle of Capri Casino Hotel, Boonville</i>	2:19-cv-04084 (W.D. MO)
	<i>Chandler Glover and Dean Albrecht, et al., v. John E. Potter</i>	EEOC No. 320-A2-8011X; Agency No. CC-801-0015-99
	<i>Chantel Headspeth et al. v TPUSA, Inc. dba Teleperformance USA</i>	2:19-cv-02062 ALM-CMV (S.D. OH)
	<i>Charles Fravel, et al. v General Mills Operations, LLC</i>	Case No. 2:20-cv-01094 EAS-CMV (S.D. OH)
	<i>Cheyenne Seiber et al. v Management and Training Corporation</i>	3:19-cv-02983 (N.D. OH)
	<i>Christopher Evins v. Glow Networks, Inc.</i>	Case No. 14-cv-00544 (W.D. Mo.)
	<i>Christopher Rawlings et al. v BMW Financial Services NA, LLC</i>	2:20-cv-02289 EAS-KAJ (S.D. OH)
	<i>Claudine Wilfong, et al. v. Rent-A-Center, Inc.</i>	Case No. 00-cv-680 (S.D. Ill.)
	<i>Coltogirone, et al. v. Gateway Health, LLC</i>	Case No. 2:20-cv-00605-MJH (W.D. Pa.)
	<i>Copher v. Motor City Auto Transport, Inc.</i>	15-2500-CK (Macomb County, MI)
	<i>Creed, et al. v. Benco Dental Supply Co.</i>	3:12-CV-1571 (E.D. Pa.)



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Dania Pruess, et al. v Presbyterian Health Plan, Inc.</i>	Case No. 1:19-cv-629 KG-JFR (D. New Mexico)
	<i>Darrin Dickerson et al. v Zayo Group, LLC</i>	1:20-cv-02490 (D. CO)
	<i>Dawn Bellan, et al. v Capital Blue Cross</i>	Case No. 1:20-cv-00744 YK (M.D. PA)
	<i>Day, et al. v. KASA Delivery LLC.</i>	Case No. 01-17-0000-2142 (AAA)
	<i>De La Torre v. Colburn Electric Company</i>	Civil Action No. 4:20-cv-00127-JED-JFJ (N.D. Okla.)
	<i>Deborah Roberts v Arrow Senior Living Management, Inc.</i>	Case No.: 4:21cv01370 (E.D. MO)
	<i>Doe, et al. v. Cin-Lan, Inc, et al.</i>	Case No. 4:08-cv-12719 (E.D. Mich.)
	<i>Doe, et al. v. Déjà Vu Services, Inc., et al.,</i>	No. 2:16-cv-10877 (E.D. Mich.)
	<i>Don Brooks et al. v C.H. Robinson International, Inc. et al.</i>	4:16-cv-00939 (W.D. MO)
	<i>Donna Disselkamp at al. v Norton Healthcare, Inc.</i>	3:18-cv-00048 CRS (W.D. KY)
	<i>Donna Marcum v Lakes Venture LLC dba Fresh Thyme Farmers Market LLC</i>	3:19-cv-00231 DJH (W.D. KY)
	<i>DuBeau et al v. Sterling Savings Bank et al.</i>	No. 12-cv-1602 (D. Or.)
	<i>Dzianis Huziankou et al. v NY Sweet Spot Café Inc. dba Sweetspot Café</i>	1:18-cv-05715 (E.D. N.Y.)
	<i>Ebony Jones at al. v CBC Restaurant Corp. dba Corner Bakery Cafe</i>	1:19-cv-06736 (N.D. IL)
	<i>Edward Watson at al. v Tennant Company, a Minnesota Corporation</i>	2:18-cv-02462 WBS-DB (E.D. CA)
	<i>EEOC v Oceanic Time Warner Cable LLC, et al.</i>	Case No. CV -18-00357 DKW-KJM (D. Hawaii)
	<i>Elizabeth Border et al. v Alternate Solutions Health Network LLC</i>	Case No. 2:20-cv-01273 ALM-KAJ (S.D. OH)
	<i>Elvia Boyzo et al. v United Service Companies, Inc.</i>	1:18-cv-6854 (N.D. IL)
	<i>Emma Guertin v Melbo Franchise Holdings, Inc. d/b/a Chick-fil-A Fulton Street</i>	Case No.: 604316/2022 (Nassau County, NY)
	<i>Equal Employment Opportunity Commission (EEOC) v. Star Tribune Company</i>	Case No. 08-cv-5297(D. Minn.)
	<i>Equal Employment Opportunity Commission v Faribault Foods, Inc.</i>	Case No. 07-cv-3976 (D. Minn.)
	<i>Feiertag v. DDP Holdings, LLC d/b/a Apollo Retail Specialists, LLC,</i>	Case No. 2:14-cv-2643 (S.D. Ohio)
	<i>Felina Robinson v The Buffalo News, Inc.</i>	Case No. 801427/2019 (Erie County, NY)
	<i>Ferreras, et. al v. American Airlines, Inc.</i>	16-cv-2427 (D.N.J.)
	<i>Fisher, et al. v. Michigan Bell Telephone Company</i>	Case No. 09-cv-10802 (E.D. Mich.)
	<i>Frank De La Paz v. Accurate Courier NCA LLC</i>	Case No. 16CV00555 (County of Santa Cruz, CA)
	<i>Frank, Peasley, Waters, and Wilhelm, v Gold'n Plump Poultry, Inc.</i>	Case No. 04-cv-1018 (D. Minn.)
	<i>French v. Midwest Health Management, Inc.</i>	Case No.: 2:14-cv-2625
	<i>Geelan, et al. v. The Mark Travel Coporation</i>	Case No. 03-cv-6322 (D. Minn.)
	<i>Gipson, et al. v. Southwestern Bell Telephone Company</i>	Case No. 08-cv-2017 (D. Kan.)
	<i>Goelz v Bud Antle, Inc.</i>	Case No.: 2022 CV 02 0068 (Tuscarawas County, OH)
	<i>Greene, et al. v. Shift Operations LLC, et al.</i>	Case No. CGC 16-552307 (County of San Francisco, CA)
	<i>Gregory Hernandez v. The Children's Place</i>	No. CGC 04-4300989 (San Francisco, CA)
	<i>Gretchen Valencia et al. v Armada Skilled Home Care of NM LLC</i>	1:18-cv-01071 KG-JFR (D. NM)
	<i>Harrison v Blackline Systems, Inc.</i>	Arbitration
	<i>Hawkins v. JPMorgan Chase Bank, N.A.</i>	Case No. 8:19-cv-02174 (M.D. Fla.)



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Heather Betts et al. v Central Ohio Gaming Ventures, LLC</i>	2:16-cv-00373 EAS-EPD (S. D. OH)
	<i>Heather Fitzgerald v Forest River Manufacturing LLC</i>	Case No.: 3:20cv01004 (N.D. IN)
	<i>Heather Lawrence v Benesys, Inc.</i>	Case No.: 1:22cv11517 (E.D. Mich)
	<i>Hector Farias v Strickland Waterproofing Company, Inc.</i>	Case No.: 3:20cv00076 (W.D. VA)
	<i>Helen Bernstein, et al. v. M.G. Waldbaum</i>	Case No. 08-cv-0363 (D. Minn.)
	<i>Helen Hamlin v Gorant Chocolatier, LLC</i>	4:20-cv-00117 (N.D. OH)
	<i>Holt v. Living Social</i>	1:2012cv00745 (D.D.C.)
	<i>Jacob Bartakovits et al. v Wind Creek Bethlehem LLC dba Wind Creek Bethlehem</i>	5:20-cv-01602 (E.D. PA)
	<i>James Meyers et al. v Boomerang Rubber, Inc.</i>	3:19-cv-00070 WHR (S.D. OH)
	<i>James Oakley et al. v The Ohio State University Wexner Medical Ctr.</i>	2017-00845 (Oh state Court of Claims)
	<i>James Smith et al. v Oakley Transport, Inc.</i>	3:19-cv-05854 EMC (N.D. CA)
	<i>James Walters v Professional Labor Group, LLC</i>	Case No.: 1:21cv02831-JRS-MJD (S.D. Ind.)
	<i>Jamise Collins et al. v Goodwill Industries of Greater Cleveland & East Central Ohio</i>	1:19-cv-01433 (N.D. OH)
	<i>Jason Adams et al. v Wenco Ashland, Inc.</i>	1:19-cv-1544 CEH (N.D. OH)
	<i>Jason Mass et al. v the Regents of the University of California et al.</i>	RG17-879223 (Alameda County, CA)
	<i>Javier Garza et al. v Wood Group USA, Inc.</i>	4:20-cv-00253 (S.D. TX)
	<i>Jennifer Dennis et al. v Greatland Home Health Services, Inc.</i>	1:19-cv-05427 (N.D. IL)
	<i>Jennifer Hardy et al. v DuPage Medical Group, LTD</i>	1:19-cv-02265 (N.D. IL)
	<i>Jennifer Hayes, et al. v Thor Motor Coach Inc.</i>	Case No. 3:19-cv-375 DRL-MGG (N.D. IN)
	<i>Jeremiah Smith et al. v PPG Industries, Inc.</i>	1:19-cv-01518 (N.D. OH)
	<i>Jessica Owens et al. v Hearthside Food Solutions, LLC</i>	3:19-cv-02479 (N.D. OH)
	<i>Jimmy West v. PSS World Medical, Inc.</i>	Case No. 4:13-cv-00574 (E.D. Mo.)
	<i>John Alba, et al. v. Papa John's USA, Inc.</i>	Case No. 05-cv-7487 (W.D. Cal.)
	<i>John Lewis et al. v Sentry Electrical Group, Inc.</i>	1:19-cv-00178 WOB (S.D. OH)
	<i>Johnson, et al v. General Mills, Inc.</i>	Case No. 10-cv-1104 (W.D. Mo.)
	<i>Joseph Connors v American Medical Response, Inc. Services, Inc.</i>	1:20-cv-05046 (S.D. N.Y.)
	<i>Joseph Gallant et al. v Arrow Consultation Services, Inc.</i>	1:19-cv-00925 (S.D. IN)
	<i>Justice v. Associated Materials, LLC</i>	Case No. 5:20-cv-00410-SL (N.D. Ohio)
	<i>Justin Tyson v Shake Shack Enterprises, LLC</i>	Case No.: 514220/2022 (Kings County, NY)
	<i>Kariseli Quinones v Magic Cleaning Solutions LLC</i>	Case No.: 1:22cv00197 (E.D.N.Y.)
	<i>Karyn Petersen, et al. v EmblemHealth, Inc. et al.</i>	Case No. 1:20-cv-2568 CBA-RLM (E.D.N.Y.)
	<i>Kelly Marie Camp, et al. v. The Progressive Corporation, et al.</i>	Case No. 01-cv-2680 (E.D. La.)
	<i>Kelly, et al v. Bank of America, N.A. et al.</i>	No. 10-5332 (N.D. Ill.)
	<i>Kendall Olin-Marquez v Arrow senior Living Management, LLC</i>	Case No.: 2:21cv00996-EAS-CMV (S.D. Ohio)
	<i>Kevin Moitoso et al. v FMR LLC</i>	1:18-cv-12122 WGY (D. MA)
	<i>Khadeza Pyfrom v ContactUS, LLC d/b/a ContactUS Communications</i>	Case No.: 2:21cv04293-EAS-CMV (S.D. Oio)



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Kristina Drake v Chop Hospitality LLC</i>	Case No.: 1:20cv01574 (E.D. Ill.)
	<i>Krystal Wright v Majestic Care Staff LLC</i>	Case No.: 2:21cv02129-MHW-EPD (S.D. Ohio)
	<i>Kulauzovic et al. v. Citibank, N.A.</i>	Index No. 507538/2018 (County of Kings, NY)
	<i>Kusinski v. MacNeil Automotive Products Limited</i>	Case No. 17-cv-3618 (N.D. Ill.)
	<i>Lang, et al v DirecTV, Inc., et al.</i>	No. 10-1085 (E.D. La.)
	<i>Latanya Miles et al. v Variety Wholesalers, Inc.</i>	1:19-cv-01714 PAB (N.D. OH)
	<i>Lavar Martin et al. v Summit County</i>	5:19-cv-02641 JRA (N.D. OH)
	<i>Lee and Campion v. The City of Philadelphia</i>	NO. 001125 (Court of Common Pleas, Philadelphia County)
	<i>Lee Stephens v Auto Systems Centers, Inc. d/b/a/ Midas</i>	Case No.: 2:21cv05131-ALM-CMV (S.D. Ohio)
	<i>Leslie Avant v VXL Enterprises, LLC</i>	Case No.: 3:21cv2016 (N.D. Cal.)
	<i>Linda J. Calhoun et al. v Aon Hewitt Health Insurance Solution, Inc.</i>	Case No. 1:19-cv-01810 (N.D. IL)
	<i>Lucas v Miller Products, Inc.</i>	Case No.: 4:21-cv-2355 (N.D. OH)
	<i>Lynn Lietz, et al. v. Illinois Bell Telephone Company, et al.</i>	No. 1:11-cv-0108 (N.D. Ill.)
	<i>Mallory v. Aclara Smart Grid Solutions, LLC</i>	Case No. 2:20-cv-0240 (S.D. Ohio)
	<i>Mariah Smith v Advocate Health Care Network</i>	Case No.: 1:19cv05148 (E.D. IL)
	<i>Mark Satterly et al. v Airstream, Inc.</i>	3:19-cv-00032 WHR (S.D. OH)
	<i>Mary Hutkai, et al. v. Penn National Gaming, Inc., et al.</i>	Case No. 4:16-cv-00906 (W.D. Mo.)
	<i>Mary Walburn et al. v Lend-A-Hand Services, LLC</i>	2:19-cv-00711 ALM-CMV (S.D. OH)
	<i>Michael A. Rivota et al. v Bank of America Corporation</i>	1:18-cv-03843 (N. D. IL)
	<i>Michael Fisher et al. v Dura-Line Corporation</i>	1:19-cv-00286 (N. D. OH)
	<i>Michael Levine, et al. v Vitamin Cottage Natural Food Markets, Inc.</i>	Case No. 1:20-cv-00261 STV (D. CO)
	<i>Michelle Jackson, et al. v. Jamba Juice Company</i>	Case No. 8:02-cv-00381 (C.D. Cal.)
	<i>Monica Brunty et al. v Optima Health Plan</i>	2:19-cv-00255 (E.D. VA)
	<i>Nicholas O'Neil et al. v Miller Pipeline LLC</i>	Case No. 2:20-cv-04034 MHW-CMV (E.D. OH)
	<i>Nicole Kordie v Ohio Living</i>	Case No.: 2:21cv03791-SDM-CMV (S.D. Ohio)
	<i>Norma Marquez et al. v RCKC Corporation et al.</i>	1:18-cv-07977 (N.D. IL)
	<i>OFCCP v. B&H Foto & Electronics Corp.</i>	Case No. 2016-OFC-0004 (Department of Labor)
	<i>Owen, et al. v. Punch Bowl Minneapolis, LLC</i>	Case No. 19-cv-0955 (D. Minn)
	<i>Pamela Adams, et al., v. MedPlans Partners, Inc</i>	Case No. 3:07-cv-259 (W.D. Ky.)
	<i>Parnell, et al. v. Academy Mortgage Corporation</i>	Case No. 01-17-0004-5311 (AAA)
	<i>Pedro Rodriguez Martinez v Alpha Technologies Services, Inc.</i>	5:17-cv-628 (E.D. NC)
	<i>Phillip Busler, et al. v. Enersys Energy Products Inc., et al.</i>	Case No. 09-cv-0159 (W.D. Mo.)
	<i>Powell v. The Kroger Company and Dillon Companies, LLC</i>	Case No. 1:20-cv-01983 (D. Colo.)
	<i>Prentis Walton et al. v Oldcastle Building Envelope, Inc.</i>	3:18-cv-02936 (N. D. OH)
	<i>Ray Cruz-Perez v Penn National Gaming, Inc.</i>	1:20-cv-02577 (N.D. IL)
	<i>Rhonda Gresky v Checker Notions Company, Inc. d/b/a/Checker Distributors</i>	Case No.: 3:21cv1203 (N.D. Ohio)


 Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Robert Eddings v. General Aluminum Manufacturing Company</i>	Case No. 1:17-CV-00362 (N.D. Ohio)
	<i>Robert Stock et al. v Xerox Corporation</i>	Case No. 6:16-cv-06256 EAW (W.D. N.Y.)
	<i>Rocher, et al. v. Sav-on Drugs, et al.</i>	Case No. BC 227551 (Los Angeles County, Cal.)
	<i>Roger James v Boyd Gaming Corporation</i>	Case No.: 2:19cv02260-DDC-JPO (D. KS)
	<i>Russell Cain v JB Hunt Transport, Inc.</i>	Case No. D-202-CV-2019-00710 (Bernalillo County, NM)
	<i>Russell, et al. v. Illinois Bell Telephone Company</i>	Case No. 08-cv-1871 (N.D. Ill.)
	<i>Ryan Cocca v Ping Identity Corporation</i>	Arbitration
	<i>Ryan Ransom et al. v Burrows Paper Corporation</i>	Case No. 2:20-cv-03824 MHW-CMV (S.D. OH)
	<i>Sakinah Kelly at al. v Evolent Health LLC</i>	1:19-cv-00500 (N. D. IL)
	<i>Salamon v. Bayview Loan Servicing, LLC</i>	No. 01-17-0002-1424 (AAA)
	<i>Scott Snider et at. V Quantum Health, Inc.</i>	2:20-cv-02296 CMV (E.D. OH)
	<i>Sequoia Moss-Clark, et al. v. New Way Services, Inc., et al.</i>	Case No. C12-1391 (Contra Costa County, CA)
	<i>Sergio Moreno et al. v Silvertip Completion Services Operating LLC</i>	Case No. 7:19-cv-00240 (W.D. TX)
	<i>Shannon Wheeler v. Cobalt Mortgage, Inc. et al.</i>	Case No. 2:14-cv-B1847-JCC (W.D. WA)
	<i>Sherman Wright et al. v The Kroger Co.</i>	1:19-cv-00761 MRB (S.D. OH)
	<i>Smallwood, et al. v. Illinois Bell Telephone Company,</i>	Case No. 09-cv-4072 (N.D. Ill.)
	<i>Smith v. Family Video</i>	No. 11-cv-01773 (N.D. Ill.)
	<i>Smith v. Pizza Hut, Inc.</i>	No. 09--cv-01632-CMA-BNB (D. Colo.)
	<i>Speraneo v. BJC Health Systems, Inc. d/b/a BJC HealthCare</i>	Case No. 1322-CC09701 (St. Louis County, MO)
	<i>Stephanie Sanz, et al. v. Johnny Utah 51, LLC</i>	Case No. 14-cv-4380 (S.D.N.Y.)
	<i>Stephen DiGiorgio et al. v EOS Holdings, Inc.</i>	1:16-cv-11069 (D. MA)
	<i>Steven Belt v P.F. Chang's China Bistro, Inc.</i>	2:18-cv-03831 AB (E.D. PA)
	<i>Tanielle Thomas vWalmart, Inc.</i>	18-cv-4717 (E.D. PA)
	<i>Tasha Smith v Acceptance Solutions Group, Inc.</i>	Case No.: 1:21cv01675 (N.D. Ill.)
	<i>Teeter v. NCR Corporation</i>	Case No. 08-cv-00297 (C.D. Cal.)
	<i>Terri Powell et al. v IKEA Industry Danville, LLC</i>	4:18-cv-00058 (W.D. VA)
	<i>Terrie Gammon et al. v Marietta OPCO, LLC dba Arbors at Marietta</i>	2:19-cv-05140 JLG-EPD (S.D. OH)
	<i>The Fortune Society, Inc. et al. v. Macy's, Inc. et al.</i>	No. 19 Civ. 5961 (S.D.N.Y.)
	<i>Thomas Cramer et al. v. Bank of America, N.A. et al.</i>	Case No. 12-08681 (N.D. Ill.)
	<i>Thomas Dege, et al., v. Hutchinson Technology, Inc.</i>	Case No. 06-cv-3754 (D. Minn.)
	<i>Thomas v. Kellogg Company et al.</i>	Case No. 3:13 Civ. 05136 (W.D. Wash.)
	<i>Thompson v. Qwest Corporation, et al.</i>	Civil Action No.: 1:17-cv-1745 (D. Colo.)
	<i>Todd Coleman v Trophy Nut Co.</i>	3:19-cv-00374 TMR (S.D. OH)
	<i>Tracie Ford et al. v Cardinal Innovations Healthcare Solutions</i>	Case No. 1:20-cv-00736 (M.D. NC)
	<i>Tracy Mattison et al. v Trubridge, Inc.</i>	5:19-cv-01618 JRA (N.D. OH)
	<i>Trista L.Freeman, et al. v Crossroads Hospice of Northeast Ohio LLC</i>	Case No. 5:20-cv-01579 BYP (E.D. OH)



Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Twohill, et al. v. First Acceptance Corporation</i>	Case No. 3:17-cv-00284 (M.D. Tenn.)
	<i>Vernon Roberts v Techserv Consulting and Training, LTD</i>	Case No.: 6:21cv00406 (E.D. Tex.)
	<i>Victor Sanchez v Gold Standard Enterprises, Inc. d/b/a/ Binny's Beverage Depot</i>	Case No.: 1:21cv03349 (N.D. Ill)
	<i>Wallace Pitts at al. v. G4s Secure Solutions (USA), Inc.</i>	2:19-cv-02650 MHW-CMV (E.D. OH)
	<i>Watkins, et al. v. I.G. Incorporated, etl a.</i>	Case No. 27-13-15361 (Hennepin County, MN)
	<i>Weeks v. Matrix Absence Management, Inc.</i>	Case No. 2:20-cv-884 (D. Arizona)
	<i>White et al. v. Edward Jones Co., L.P. dba Edward Jones</i>	No. 17 Civ. 02004 (N.D. Ohio)
	<i>Wilkinson, et al. v. NCR Corporation</i>	Case No. 1:08-cv-5578 (N.D. Ill.)
	<i>William Perrin, et al. v. Papa John's International</i>	No. 4:09-CV-01335 (E.D. Mo.)
	<i>William Whitlock, et. al v. FSH Management, LLC, et. al.</i>	3:10-cv-00562-M
	<i>Williams v. DH Pace</i>	Case No. 4:14-cv-00161 (W.D. Mo.)
	<i>Williams, et al. v. Dollar Financial Group, et al.</i>	Case No. RG03099375 (Alameda County, CA)
	<i>Williams, et al. v. G4S Secure Solutions (USA) Inc.</i>	Civil Action No. 1:17-CV-00051 (M.D.N.C)
	<i>Williams, et al. v. H&R Block Enterprises, Inc.</i>	No. RG 08366506 (Alameda County, CA)
	<i>Wittemann, et al. v. Wisconsin Bell, Inc.</i>	Case No. 09-cv-440 (W.D. Wisc.)
	<i>Wlotkowski, et al. v. Michigan Bell</i>	Case No. 09-cv-11898 (E.D. Mich.)
Environmental	<i>Bernice Samples, et al. v. Conoco, Inc., et al.</i>	Case No. 01-0631-CA-01 (Escambia Country, Fla.)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>Keltner, et al., v. SunCokeEnergy, Inc., et al.</i>	Case No.: 2014-L-1540 (Madison County, IL)
	<i>Latta, et al. v. Hannibal Board of Public Works, et al.</i>	Case No. 16SL-CC01881 (St. Louis, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
ERISA	<i>In Re: Broadwing Inc ERISA Litigation</i>	Case No. 02-cv-00857 (S.D. Ohio)
	<i>Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)</i>	Case No. 02-cv-71045 (E.D. Mich.)
ERISA - 401k/403b Fee	<i>André Clark, et al., v. Oasis Outsourcing Holdings, Inc., et al.</i>	Case No. 9:18-cv-81101- RLR (S.D. Fla.)
	<i>Anthony Abbott, et al. v. Lockheed Martin Corp., et al.</i>	Case No. 06-701 (S.D. Ill.)
	<i>Bacon, et al., v. Board of Pensions of the Evangelical Lutheran Church in America</i>	Case No. 27-CV-15-3425 (Hennepin County, MN)
	<i>Baker, et al. v. John Hancock Life Insurance Company (U.S.A.), et al.</i>	Civil Action 1:20-cv-10397-RGS (D. Minn.)
	<i>Beach, et al. v JPMorgan Chase Bank, N.A., et al.</i>	Case No. 17-00563-JMF (S.D.N.Y.)
	<i>Becker v. Wells Fargo & Co. et al</i>	Case No. 0:20-cv-02016 (D. Minn.)
	<i>Bhatia, et al. v. McKinsey & Company, Inc., et al.</i>	Case No. 1:19-cv-01466-GHW-SN (S.D.N.Y.)
	<i>Bouvy v. Analog Devices, Inc., et al.</i>	Case No. 19-cv-881-DMS-BLM (S.D. Cal.)


 Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Brotherston, et al. v. Putnam Investments, LLC, et al.</i>	Civil Action No. 15-13825-WGY (D. Mass.)
	<i>Brown-Davis et al v. Walgreen Co. et al</i>	Case No. 1:19-cv-05392 (N.D. Ill.)
	<i>Clifton Marshall, et al. v. Northrop Grumman Corp., et al.</i>	Case No. 16-6794 (C.D. Cal.)
	<i>Conte v. WakeMed</i>	Case No. 5:21-cv-00190-D (E.D.N.C.)
	<i>Cunningham, et al., v. Cornell University, et al.</i>	Case No. 16-cv-6525 (S.D.N.Y.)
	<i>David Clark, et al, v. Duke University, et al.</i>	Case No. 1:16-CV-01044-CCE-LPA (M.D.N.C.)
	<i>David Kinder, et al. v. Koch Industries, Inc., et al.</i>	Case No. 1:20 cv 02973 MHC (N.D. Ga.)
	<i>Dennis Gordan, et al. v. Massachusetts Mutual Life Insurance Co., et al.</i>	Case No. 13-cv-30184-MAP (D. Mas.)
	<i>Diego Cervantes v. Invesco Holding Company (US), Inc., et al.</i>	Civil Action No. 1:18 cv-02551-AT (N.D. Ga.)
	<i>Dustin S. Soulek v Costco Wholesale Corporation</i>	Case No.: 20cv937 (E. D. Wis.)
	<i>Gleason et al v. Bronson Healthcare Group, Inc. et al.</i>	Case No. 1:21-cv-00379 (W. D. Mich.)
	<i>Henderson et al. v. Emory University et al.</i>	Case No. 16-cv-2920 (N.D. Ga.)
	<i>Hill et al v. Mercy Health System Corporation et al</i>	Case No. 3:20-cv-50286 (N.D. Ill.)
	<i>In re GE ERISA Litigation</i>	Master File No. 1:17-cv-12123-IT (D. Mass)
	<i>In re M&T Bank Corporation ERISA Litigation</i>	Case No. 1:16-cv-375 (W.D.N.Y.)
	<i>In re Northrop Grumman Corporation ERISA Litigation</i>	Case. No. 06-CV-6213 AB (JCx) (C.D. Cal.)
	<i>Intravaia, et al. v. National Rural Electric Cooperative Association, et al.</i>	Case No. 1:19-cv-00973-LO-IDD (E.D. Va.)
	<i>Johnson, et al v. Fujitsu Technology and Business of America, Inc. et al.</i>	Case No.: 5:16-cv-03698 NC (N.D. Cal.)
	<i>Karg et al v. Transamerica Corporation et al</i>	Case No. 1:18-cv-00134 (N.D. Iowa)
	<i>Karg, et al. v. Transamerica Corp., et al.</i>	Case No. 1:18-cv-00134-CJW-KEM (N.D. Iowa)
	<i>Karolyn Kruger, et al. v. Novant Health Inc., et al.</i>	Case No. 14-208 (M.D.N.C.)
	<i>Karpik, et al. v. Huntington Bancshares Incorporated, et al.</i>	Case No. 2:17-cv-01153-MHW-KAJ (S.D. Ohio)
	<i>Kinder et al v. Koch Industries, Inc. et al</i>	Case No. 1:20-cv-02973 (N.D. Ga.)
	<i>Kirk, et al. v. Retirement Committee of CHS/Community Health Systems, Inc., et al.</i>	Civil Action No. 3:19-cv-00689 (M.D. Tenn.)
	<i>Lauren Bence, et al. v. Presence Health Network, et al.</i>	Case No. 1:17-cv-08315 (N.D. Ill.)
	<i>Loren L. Cassell, et al. v. Vanderbilt University, et al.</i>	Case No. 3:16-CV-02086 (M.D. Tenn.)
	<i>Main, et al. v. American Airlines, Inc. et al.</i>	Civil Action No.: 4:16-cv-00473-O (N.D. Texas)
	<i>Marcia McGowan v Barnabas Health, Inc.</i>	Case No.: 2:20cv13119-KM-JRA (D.N.J.)
	<i>Moitoso, et al. v. FMR LLC, et al.</i>	Civil Action No. 1:18-cv-12122-WGY (D. Mass.)
	<i>Pat Beesley, et al v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Paul Andrus, et al. v. New York Life Insurance Company, et al.</i>	Case. No. 1:16-cv-05698 (KPF) (S.D.N.Y.)
	<i>Pledger, et al. v. Reliance Trust, et al.</i>	Case No. 1:15-cv-4444-MHC (N.D. Ga.)
	<i>Price v. Eaton Vance Corp., et al.</i>	Civil Action No. 18-12098-WGY (D. Mass.)
	<i>Ramos et al. v. Banner Health et al. (Judgement)</i>	Case No. 1:15-cv-02556 (D. Colo.)
	<i>Ramos et al. v. Banner Health et al. (Slocum)</i>	Case No. 1:15-cv-02556 (D. Colo.)
	<i>Reetz v. Lowe's Companies, Inc. et al.</i>	No. 5:18-cv-075-RIC-DCK (W.D.N.C.)



Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Robert Sims, et al, v. BB&T Corporation, et al.</i>	Case No. 1:15-cv-732-CCE-JEP (M.D.N.C.)
	<i>Ronald Tussey, et al. v. ABB Inc., at al.</i>	Case No. 2:06-cv-4305-NKL (W.D. Mo.)
	<i>Smith et al. v. OSF Healthcare System, et al.</i>	Case No. 3:16-cv-00467-SMY-RJD (S.D. Ill.)
	<i>Soulek v. Costco Wholesale Corporation et al</i>	Case No. 1:20-cv-00937 (E.D. Wis.)
	<i>Stacy Schapker v. Waddell & Reed Financial, Inc., et al.</i>	Case No. 17-cv-2365 (D. Kan.)
	<i>Stevens v. SEI Investments Company, et al.</i>	Case No. 2:18-CV-09936 (E.D. Pa.)
	<i>Todd Ramsey, et al., v. Philips North America LLC</i>	Case No. 3:18-cv-01099-NJR-RJD (S.D. Ill.)
	<i>Toomey, et al. v. Demoulas Super Markets, Inc., et al.</i>	Case No. 1:19-CV-11633-LTS (D. Mass.)
	<i>Tracey, et al. v. Massachusetts Institute of Technology, et al.</i>	Case No. 1:16-cv-11620 (D. Mass.)
	<i>Troudt et al v. Oracle Corporation et al.</i>	Case No. 16-cv-00175 (D. Colo.)
	<i>Velazquez, et al. v. Massachusetts Financial Services Company</i>	Case No. 1:17-CV-11249 (D. Mass.)
	<i>Yvonne Becker v Wells Fargo & Co.</i>	Case No.: 0:20cv02016-DWF-BRT (N.D. CA)
FACTA	<i>Albright v. Metrolink</i>	No. 4:11-CV-01691AGF (E.D. Mo.)
	<i>Ebert, et al. v. Warner's Stellan</i>	No. 11-cv-02325 JRT/ SER (D. Minn.)
	<i>Fouks, et al. v. Red Wing Hotel Corporation</i>	Case No. 12-cv-02160 (D. Minn.)
	<i>Jones v. Dickinson</i>	No. 11 CV 02472 (D. Mo.)
	<i>Linda Todd, et al. v. Medieval Times</i>	Case No. 1:10-cv-00120 (D. N.J.)
	<i>Masters v. Lowe's Home Centers, Inc.</i>	Case No. 3:09-cv--255 (S.D. Ill.)
	<i>Seppanen et al. v. Krist Oil Company</i>	Case No. 2:09-cv-195 (W.D. Mich.)
	<i>Waldman v. Hess Corporation</i>	Case No. 07-cv-2221 (D. N.J.)
FCRA	<i>Michael Stoner, et al. v. CBA Information Services</i>	Case No. 04-cv-519 (E.D. Pa.)
Insurance	<i>Ann Castello v. Allianz Life Insurance Company</i>	Case No. 03-cv-20405 (D. Minn.)
	<i>Boyd Demmer, et al. v. Illinois Farmers Insurance Company</i>	Case No. MC 00-017872 (Hennepin County, Minn.)
	<i>Chultem v. Ticor Title Insur. Co., et al.</i>	Case No. 2006-CH-09488 ((Cook County, IL)l.)
	<i>Colella v. Chicago Title Insur. Co., et al.</i>	Case No. 2006-CH-09489 ((Cook County, IL)l.)
	<i>Daluge, et. al., v. Continental Casualty Company</i>	No. 3:15-cv-00297 (W.D. Wis.)
	<i>Deborah Hillgamy, et al. v. Reliastar Life Insurance Company, et al.</i>	No. 11-cv-729 (W.D. Wis.)
	<i>Doan v. State Farm</i>	108CV129264 (Santa Clara Co, CA)
	<i>Dorothea Pavlov v. Continental Casualty Company</i>	Case No. 07-cv-2580 (N.D. Ohio)
	<i>Frank Rose, et al. v. United Equitable Insurance Company, et al.</i>	Case No. 00-cv-02248 (Cass County, ND)
	<i>Froeber v. Liberty Mutual Fire Insurance Company</i>	Case No. 00C15234 (Marion County, OR)
	<i>Garrison, et al., v. Auto-Owners Insurance Company</i>	Case No. 02-cv-324076 (Cole County, Mo.)
	<i>Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.</i>	Case No. 3:97-cv-152 (D.N.D.)
	<i>In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation</i>	Case No. 99-md-1309 (D. Minn.)
	<i>Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.</i>	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	<i>Jacobs v. State Farm General Insurance Company</i>	No. CJ-96-406 (Sequoyah County, Okla.)



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
Insurance - Force Placed	<i>James M. Wallace, III, et al. v. American Agrisurance, Inc., et al.</i>	Case No. 99-cv-669 (E.D. Ark.)
	<i>James Ralston, et al. v. Chrysler Credit Corporation, et al.</i>	Case No. 90-cv-3433 (Lucas County, Ohio)
	<i>Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.</i>	CV 990759 (County of San Luis Obispo, Cal.)
	<i>Morris v. Liberty Mutual Fire Insurance Company</i>	CJ-03-714 (Pottawatomie County, OK)
	<i>Paul Curtis, et al v. Northern Life Insurance Company</i>	Case No. 01-2-18578 (King County, Wash.)
	<i>Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp</i>	Case No. 06-cv-2253 (C.D. Cal.)
	<i>Raymond Arent, et al. v. State Farm Mutual Insurance Company</i>	Case No. 00-mc-16521 (D. Minn.)
	<i>Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.</i>	Case No. 00CVH-08-6980 (Franklin County, Ohio)
	<i>Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.</i>	Case No. 97-cv-3146 (S.D. Fla.)
	<i>Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota</i>	Case No. 02-cv-9317 (D. Minn.)
Legal Notice	<i>Arnett v. Bank of America, N.A.</i>	No. 3:11-CV-01372-SI (D. OR)
	<i>Clements, et al. v. JPMorgan Chase Bank, N.A., et al.</i>	No. 3:12-cv-02179-JCS (N.D. Cal.)
	<i>Hofstetter, et al. v. Chase Home Finance, LLC., et al.</i>	Case No. 10-cv-1313 (N.D. Cal.)
	<i>Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.</i>	Case No. 11-00673 (W.D. KY)
	<i>Anderson et al. v. Canada (Attorney General)</i>	2011 NLCA 82
	<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. CA)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>George Williams, et al. v. BestComp, Inc., et al.</i>	No. 09-C-5242-A (Parish of St. Landry, LA)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-325223D2 (Ontario, Superior Court of Justice)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Asia Pulp & Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Certainteed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>In Re: Google Referrer Header Privacy Litigation</i>	No. 10-04809 (N.D. Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)	
<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)	
<i>Joshua Wasser, et al. v. All Market, Inc.,</i>	Case No. 1:16-CV-21238 (S.D. Fla.)	
<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)	
<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 04-cv-235817 (Jackson County, MO)	
<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)	



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
Medical/Drug	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Pat Beesley, et al v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
	<i>Skold, et al. v Intel Corporation, et al.</i>	Case No. 1-05-cv-039231 (County of Santa Clara, CA)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>F.T.C. v. CHK Trading Corp.</i>	Case No. 04-cv-8686 (S.D.N.Y.)
	<i>F.T.C. v. Christopher Enterprises, Inc.</i>	Case No. 2:01-cv-0505 (D. Utah)
	<i>F.T.C. v. Conversion Marketing, Inc.</i>	Case No. 04-cv-1264 (C.D. Cal.)
	<i>F.T.C. v. Enforma Natural Products, Inc.</i>	Case No. 00-cv-04376 (C.D. Cal.)
	<i>F.T.C. v. Goen Technologies</i>	FTC File No. 042 3127
	<i>F.T.C. v. Great American Products</i>	Case No. 05-cv-00170 (N.D. Fla.)
	<i>F.T.C. v. Kevin Trudeau, et al.</i>	Case No. 03-cv-3904 (N.D. Ill.)
	<i>F.T.C. v. Latin Hut, Inc.</i>	Case No. 04-cv-0830 (S.D. Cal.)
	<i>F.T.C. v. QT, Inc.</i>	Case No. 03-cv-3578 (N.D. Ill.)
	<i>F.T.C. v. Seasilver USA, Inc.</i>	Case No. 03-cv-0676 (D. Nev.)
	<i>F.T.C. v. Smart Inventions, Inc.</i>	Case No. 04-cv-4431 (C.D. Cal.)
	Privacy/FCRA Securities	<i>F.T.C. v. Sunny Health Nutrition Technology & Products, Inc.</i>
<i>F.T.C. v. United Fitness of America, LLC</i>		Case No. 02-cv-0648 (D. Nev.)
<i>In Re: Guidant Corp Implantable Defibrillators Products Liability Litigation</i>		Case No. 05-cv-1708 (D. Minn.)
<i>In re: Nuvaring Products Liability Litigation</i>		08-MDL-1964
<i>Karen Wright, et al. v. Milan Jeckle</i>		Case No. 98-2-07410-2 (Spokane County, Wash.)
<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>		Case No. 04-cv-235817 (Jackson County, MO)
<i>St. Clair, et al. v MRB, et al.</i>		Case No. 12-cv-1572 (D. Minn.)
<i>Adam C. Kassab , et al. v. Francis D. John, et al.</i>		Case No. 2:16-cv-00613-AJS (W.D. Pa.)
<i>Alan Freberg, et al. v. Merrill Corporation, et al.</i>		Case No. 99-cv-010063 (D. Minn.)
<i>Anderson v. Investors Diversified Services</i>		Case No. 4:79-cv-266 (D. Minn.)
<i>Arkansas Teacher Retirement System, et al. v. Insulet Corp., et al.</i>		Civil Action No. 15-12345-MLW (D. Mass)
<i>Bottlebrush Investments, LP, et al. v. The Lambveth Company, et al.</i>		Case No BC 407967 (County of Los Angeles, CA)
<i>Charter Township Of Clinton v. OSI Restaurants</i>		Case No. 06-CA-010348 (Hillsborough County, Fla.)
<i>Christopher Carmona, et al. v. Henry I. Bryant, et al. (Albertson's Securities Litigation)</i>		Case No. 06-cv-01251 (Ada County, Idaho)
<i>Daryl L. Cooper, et al. v. Miller Johnson Steichen Kinnard, Inc.</i>		Case No. 02-cv-1236 (D. Minn.)
<i>Dutton v. Harris Stratex Networks, Inc. et al</i>	08-cv-00755-LPS (D. Del.)	
<i>Edith Gottlieb v. Xcel Energy, Inc., et al.</i>	Case No. 02-cv-2931 (D. Minn.)	


 Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Family Medicine Specialists, et al. v. Abatix Corp., et al.</i>	Case No. 3:04-cv-872B (N.D. Tex.)
	<i>Fisk, et al. v. H&R Block Inc., et al.</i>	1216-CV20418 (Jackson County, MO)
	<i>Friedman, et al. v. Penson Worldwide, Inc.</i>	11-cv-02098 (N.D. Tex.)
	<i>In re FX Energy Stockholders Litigation</i>	Case No. A-15-726409-B (Clark County, NV)
	<i>In Re Regulus Therapeutics Inc. Securities Litigation</i>	3:17-cv-00182 BTM-RBB (S.D. CA)
	<i>In Re: American Adjustable Rate Term Trust Securities Litigation</i>	Case No. 4:95-cv-666 and 4:95-cv-667 (D. Minn.)
	<i>In Re: Ancor Communications, Inc Securities Litigation</i>	Case No. 97-cv-1696 (D. Minn.)
	<i>In Re: Asia Pulp & Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Bayer AG Secuirites</i>	Case No. 03-cv-1546 (S.D.N.Y.)
	<i>In Re: Bio-One Securities Litigation</i>	Case No. 05-cv-1859 (M.D. Fla.)
	<i>In Re: Bioplasty Securities Litigation</i>	Case No. 4:91-cv-689 (D. Minn.)
	<i>In Re: Citi-Equity Group, Inc. Securities Litigation</i>	Case No. 94-cv-012194 (D. Minn.)
	<i>In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation</i>	MDL No. 1082 (C.D. Cal.)
	<i>In Re: Control Data Corporation Securities Litigation</i>	Case No. 3:85-cv-1341 (D. Minn.)
	<i>In Re: Cray Research Securities Litigation</i>	Case No. 3:89-cv-508 (D. Minn.)
	<i>In re: CV Sciences, Inc. Securities Litigation</i>	Case No.: 2:18cv01602-JAD-BNW (D. NV)
	<i>In Re: Cybex International Securities Litigation</i>	No. 653794/2012 (County of New York, NY)
	<i>In Re: E.W. Blanch Holdings, Inc. Securities Litigation</i>	Case No. 01-cv-258 (D. Minn.)
	<i>In Re: Encore Computer Corporation Shareholder Litigation</i>	Case No. 16044 (New Castle County, Del.)
	<i>In Re: EVCI Career Colleges Holding Corp Securities Litigation</i>	Case No. 05-cv-10240 (S.D.N.Y.)
	<i>In Re: Flight Transportation</i>	MDL No. 517 (D. Minn.)
	<i>In Re: Frontier Oil Corporation</i>	Case No. 2011-11451 (Harris County, Tex.)
	<i>In Re: HeartWare International, Inc. Securities Litigation</i>	No. 1:16-cv-00520-RA (S.D.N.Y.)
	<i>In Re: Hennepin County 1986 Recycling Bond Litigation</i>	Case No. 92-cv-22272 (D. Minn.)
	<i>In Re: McCleodUSA Incorporated Securities Litigation</i>	Case No. 02-cv-0001 (N.D. Iowa)
	<i>In Re: McKesson HBOC, Inc. Securities Litigation</i>	Case No. 99-cv-20743 (N.D. Cal.)
	<i>In Re: Merrill Lynch & Co., Inc. Securities Derivative and ERISA Litigation</i>	07-cv-9633 (S.D.N.Y.)
	<i>In Re: Merrill Lynch Research Reports Securities Litigation</i>	Case No. 02-md-1484 (S.D.N.Y.)
	<i>In Re: Micro Component Technology, Inc. Securities Litigation</i>	Case No. 4:94-cv-346 (D. Minn.)
	<i>In Re: National City Corp. Securities, Derivative and Erisa Litig.</i>	MDL No. 2003 (N.D. Ohio)
	<i>In Re: New Century</i>	No. 07-CV-0931 (C.D. Cal.)
	<i>In Re: Novastar Financial, Inc. Securities Litigation</i>	Case No. 04-cv-0330 (W.D. Mo.)
	<i>In Re: OCA, Inc. Securities and Derivative Litigation</i>	Case No. 05-cv-2165 (E.D. La.)
	<i>In Re: Raytheon Company Securities Litigation</i>	Case No. 99-cv-12142 (D. Mass.)
	<i>In Re: Reliance Group Holdings, Inc. Securities Litigation</i>	Case No. 00-cv-4653 (S.D.N.Y.)
	<i>In Re: Retek Inc Securities Litigation</i>	Case No. 02-cv-4209 (D. Minn.)



Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>In Re: Salomon Analyst Metromedia Litigation</i>	Case No. 02-cv-7966 (S.D.N.Y.)
	<i>In re: Sauer-Danfoss, Inc. Stockholder Litigation</i>	C.A. No. 8396-VCL (Court of Chancery of the State of Delaware)
	<i>In Re: Scimed Life Systems, Inc. Shareholders Litigation</i>	Case No. 94-mc-17640 (D. Minn.)
	<i>In Re: Sourcecorp Securities Litigation</i>	Case No. 04-cv-02351 (N.D. Tex.)
	<i>In re: Spectrum Pharmaceuticals Securities Litigation</i>	Case No. 2:13-cv-00433-LDG (D. Nev.)
	<i>In Re: SS&C Technologies, Inc. Shareholders Litigation</i>	Case No. 05-cv-1525 (D. Del.)
	<i>In re: SunEdison, Inc. Securities Litigation</i>	Case No. 1:16-md-2742-PKC (S.D.N.Y.)
	<i>In Re: Tellium Inc Securities Litigation</i>	Case No. 02-cv-5878 (D. N.J.)
	<i>In Re: The Sportsman's Guide, Inc. Litigation</i>	Case No. 06-cv-7903 (D. Minn.)
	<i>In Re: Tonka Corporation Securities Litigation</i>	Case No. 4:90-cv-002 (D. Minn.)
	<i>In Re: Tonka II Securities Litigation</i>	Case No. 3:90-cv-318 (D. Minn.)
	<i>In Re: Tricord Systems, Inc. Securities Litigation</i>	Case No. 3:94-cv-746 (D. Minn.)
	<i>In Re: VistaCare, Inc. Securities Litigation</i>	Case No. 04-cv-1661 (D. Ariz.)
	<i>In Re: Williams Securities Litigation</i>	Case No. 02-cv-72(N.D. Okla.)
	<i>In Re: Xcel Energy, Inc. Securities Litigation</i>	Case No. 02-cv-2677 (D. Minn.)
	<i>In Re: Xcelera.Com Securities Litigation</i>	Case No. 00-cv-11649 (D. Mass.)
	<i>In Re: Xybernaut Corp. Securities MDL Litigation</i>	Case No. 05-mdl-1705 (E.D. Va.)
	<i>In the Matter of BKS Advisors, LLC</i>	SEC Admin. Proc. File No. 3-18648
	<i>In the Matter of deVere USA, Inc.</i>	SEC Admin. Proc. File No. 3-18527
	<i>In the Matter of Focus Media Holding Limited, et al.</i>	SEC Admin. Proc. File No. 3-16852
	<i>In the Matter of James Goodland and Securus Wealth Management, LLC</i>	SEC Admin. Proc. File No. 3-16878
	<i>In the Matter of JL Capital Management</i>	SEC Admin. Proc. File No. 3-18171
	<i>In the Matter of Ross, Sinclair & Associates, LLC, et al.</i>	SEC Admin. Proc. File No. 3-17315
	<i>In the Matter of Securities America Advisors, Inc.</i>	SEC File No.: 3-20381
	<i>Inchen Huang v Assertio Therapeutics, Inc.</i>	Case No.: 4:17cv04830-JST (N.D. Cal.)
	<i>Ivy Shipp, et al. v. Nationsbank Corp.</i>	19,002 (TX 12th Jud Dist)
	<i>Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlad, et al.</i>	Case No. 3:93-cv-714 (D. Minn.)
	<i>Kevin D. Mayer et al. v United Microelectronics Corporation</i>	19-cv-02304 (S.D. N.Y.)
	<i>Lori Miller, et al. v. Titan Value Equities Group Inc., et al.</i>	Case No. 94-mc-106432 (D. Minn.)
	<i>Makor Issues & Rights, Ltd., et al. v. Tellabs, Inc., et al.</i>	02-C-4356 (N.D. Ill.)
	<i>Montoya, et al. v. Mamma.com, Inc., et al.</i>	Case No. 1:05-cv-02313 (S.D.N.Y.)
	<i>Norwood v Lee, et al.</i>	C.A. No.: 2018-0056-KSJM Court of Chancery of the State of Delaware
	<i>Partridge v GreenStar Agricultural Corporation, et al.</i>	Ontario Superior Court of Justice (Toronto Region)
	<i>Paskowitz v James J. Hill</i>	Case No. 715541/2018 (Queens County, NY)
	<i>Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp, et al.</i>	Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)
	<i>Richard Donal Rink, et al. v. College Retirement Equities Fund</i>	No. 07-CI-10761, (Jefferson County, KY)


 Analytics Consulting LLC
 Partial List of Legal Notice and Class Action Consulting Experience

7/27/2022

Practice Area	Engagement	Citation
	<i>Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.</i>	Case No. 01-2-00751-8 (Island County, Wash.)
	<i>Sandi Roper, et al. v. SITO Mobile, Ktd., et al.</i>	NO. 2:17-CV-01106-ES-MAH (D.N.J.)
	<i>SEC v Colonial Tidewater Realty Income Partners, LLC</i>	1:15-cv-2401 (D. MD)
	<i>SEC v MMR Investment Bankers LLC dba MMR, Inc.</i>	File No. 3-16753 and 3-16754
	<i>Securities and Exchange Commission v Al-Raya Investment Company, et. al.</i>	No. 109-CV-6533
	<i>Securities and Exchange Commission v Broadwind Energy, Inc.</i>	Case No.: 1:15cv01142 (N.D. IL)
	<i>Securities and Exchange Commission v. AIMSI Technologies, Inc., et al.</i>	05 CV 4724 (LLS) (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Alderson et al.</i>	No. 18-04930 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Broadwind Energy, Inc. et al.</i>	Civ. Act. No. 1:15-cv-01142 (N.D. Ill.)
	<i>Securities and Exchange Commission v. CKB168 Holdings Ltd., et al.</i>	Civil Action No. 1:13-cv-5584 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Harrison Katzen</i>	Case No. 16-cv-06606 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Intercontinental Regional Center Trust of Chicago, LLC</i>	Civil Action No. 13-cv-982 (N.D. Ill.)
	<i>Securities and Exchange Commission v. Myron Weiner</i>	11-CV-05731 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Rockford Funding Group, LLC, et al.</i>	09-10047 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. United American Ventures, LLC, et al.</i>	Case No. 10-cv-00568-JCH-LFG (D.N.M.)
	<i>Superior Partners, et al. v. Rajesh K. Soin, et al.</i>	Case No. 08-cv-0872 (Montgomery County, Ohio)
	<i>Svenningsen, et al. v. Piper Jaffray & Hopwood, et al.</i>	Case No. 3:85-cv-921 (D. Minn.)
	<i>Three Bridges Investment Group, et al. v. Honeywell, et al.</i>	Case No. 88-cv-22302 (D. Minn.)
	<i>Tietz v Bridgemark Financial Corp.</i>	Action No.: S-197731 The Supreme Court of British Columbia
	<i>United States of America v. George David Gordon</i>	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	<i>United States of America v. Zev Saltsman</i>	Case No. 04-cv-641 (E.D.N.Y.)
	<i>William Steiner, et al. v. Honeywell, Inc. et al.</i>	Case No. 4:88-cv-1102 (D. Minn.)
Test Score	<i>David Andino, et al. v. The Psychological Corporation, et al.</i>	Case No. A457725 (Clark County, Nev.)
	<i>Frankie Kurvers, et al. v. National Computer Systems</i>	No. MC00-11010 (Hennepin County, Minn)

EXHIBIT D

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,**

Plaintiffs,

v.

**PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,**

Defendants.

Case No. 2:21-CV-02157-HB

DECLARATION OF SHARI AHRENSEN

I, Shari Ahrendsen, declare as follows:

1. I am a plaintiff in this matter, am more than 18 years of age, am capable of making this declaration, and have personal knowledge of the facts set forth in this declaration, and would testify competently under oath regarding the facts set forth in this declaration if called as a witness.

2. I worked for World Travel, Inc., as a meeting and events coordinator from on or about March 2014 to on or about April 2020.

3. I have been a participant in the World Travel, Inc. Employee Stock Ownership Plan (“ESOP” or “Plan”) since the adoption of the Plan on January 1, 2017.

4. I have been actively involved in this litigation from the time that it was filed, including the decision to bring this case as a class action.

5 Since the firm is a corporation, it is not a party to this case. The firm & Glasser LLP with this case, including reviewing filings made with the court, providing factual information about the claims stated in the Complaint, responding to discovery requests made by Defendants, and providing documents.

I declare, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed at Omaha, Ne. this 18 day of December 2022.

By: Shari Ahrendsen

SHARI AHRENSEN

EXHIBIT E

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,**

Plaintiffs,

v.

**PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,**

Defendants.

Case No. 2:21-CV-02157-HB

DECLARATION OF BARRY CLEMENT

I, Barry Clement, declare as follows:

1. I am a plaintiff in this matter, am more than 18 years of age, am capable of making this declaration, and have personal knowledge of the facts set forth in this declaration, and would testify competently under oath regarding the facts set forth in this declaration if called as a witness.

2. I worked for World Travel, Inc., as a lead software engineer from on or about June 2013 to on or about February 2021.

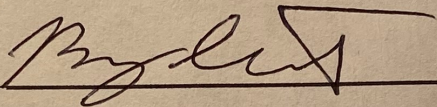
3. I have been a participant in the World Travel, Inc. Employee Stock Ownership Plan (“ESOP” or “Plan”) since the adoption of the Plan on January 1, 2017.

4. I have been actively involved in this litigation from the time that it was filed, including the decision to bring this case as a class action.

5. Since the time that I authorized the suit to be filed, I have assisted attorneys at Bailey & Glasser LLP with this case, including reviewing filings made with the court, providing factual information about the claims stated in the Complaint, responding to discovery requests made by Defendants, and providing documents.

I declare, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed at Frisco Texas this 12th day of December 2022.

By: 

BARRY CLEMENT

EXHIBIT 2

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,**

Plaintiffs,

v.

**PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,**

Defendants.

Case No. 2:21-CV-02157-HB

I, Michelle C. Yau, declare as follows:

1. I am a partner at Cohen Milstein Sellers & Toll PLLC (“Cohen Milstein”) and Chair of Cohen Milstein’s ERISA litigation practice group. Together with Bailey & Glasser LLP, our firm is counsel for Plaintiffs and the putative class in this action.

2. I am a member in good standing of the State Bar of Massachusetts and the District of Columbia, and I am admitted to practice before this Court *pro hac vice*. This declaration is submitted in support of Plaintiffs’ Motion for Preliminary Approval of Settlement and Certification of Settlement Class. I make this declaration based on personal knowledge and, if called at trial, could and would testify competently to the facts stated herein.

3. I graduated from Harvard Law School where I was awarded several public interest fellowships, including the Heyman Fellowship for academic excellence and a demonstrated commitment to public service. I graduated Phi Beta Kappa with a B.A. in Mathematics from the University of Virginia.

4. Prior to joining Cohen Milstein, I was an Honors Program Attorney at the Department of Labor where I enforced and administered a variety of labor statutes, including ERISA. Before law school, I also worked as a financial analyst on Wall Street where I received training in many areas, including finance, accounting, financial modeling, and stock valuation techniques. In 2021 I was named an ERISA MVP by *Law360*. *See* Ex. A (Law360 article). For the past fifteen years, my practice has consisted entirely of ERISA class action litigation. I am a senior editor of the fiduciary chapter of Employee Benefits Law, which is a well-known ERISA treatise published by *Bloomberg BNA*. I am also a frequent speaker on ERISA issues at conferences and webinars sponsored by the American Bar Association and the Practising Law Institute as well as other organizations.

5. Cohen Milstein is a leader in class action litigation generally and has a premier ERISA class action practice that is nationally recognized. Based on its many successes, Cohen Milstein was named as one of the ten “Most Feared Plaintiffs Firms” by *Law360*, and *Forbes* has called my firm a “class action powerhouse.” The 2022 Edition of *U.S. News – Best Lawyers* “Best Law Firms” recognized Cohen Milstein among the “Top Firms Nationally.” And last year, *The American Lawyer* named Cohen Milstein a finalist for the “National Boutique / Specialty Litigation Department of the Year Award.” In 2021, Cohen Milstein was named an “Elite Trial Lawyer” finalist in eight practice areas by *The National Law Journal*.

6. Cohen Milstein’s ERISA Practice Group, which I lead, has been devoted exclusively to litigating complex ERISA class actions for over 20 years and has played a significant role in the development of employee benefits law. Based on these successes, our ERISA team was named by *Law360* as “Practice Group of the Year – Benefits” three of the last four years (2020, 2021 and 2022). Also, in 2022, the leading attorney-ranking service *Chambers USA* gave Cohen

Milstein its highest ranking for ERISA litigation on behalf of plaintiffs nationwide (Band 1). In conferring this honor, *Chambers USA* noted that “Cohen Milstein Sellers & Toll is highly regarded for its representation of plaintiffs in ERISA class actions. The firm is regularly sought out to represent plan participants and beneficiaries in a range of ERISA claims including breach of fiduciary duty.”

7. My team has successfully secured hundreds of millions of dollars for ERISA classes in lawsuits alleging fiduciary breach and prohibited transaction violations. For example, as lead trial counsel in an ERISA class action, I obtained a \$32.5 million settlement in *Becker v. Wells Fargo & Co.*, No. 0:20-cv-02016 (D. Minn.). The \$32.5 million class-wide settlement was finally approved by the Court last year.

8. Cohen Milstein also served as co-lead counsel in *In re: Merrill Lynch, & Co., Inc. Securities, Derivative and ERISA Litig.*, No. 07-cv-10268 (S.D.N.Y.), which involved a public ESOP and claims that Merrill Lynch fiduciaries imprudently purchased and held inflated Merrill stock. We achieved a \$75 million settlement for the class of ERISA plan participants.

9. We represented an ERISA certified class in *In re Beacon Assoc. Litig.*, No. 09-cv-0777 (S.D.N.Y.). At the fairness hearing, Judge McMahon praised the settlement: “And, yes, the fact that there was no objection to it reflects the hard work that all of you put into trying to get a global resolution of all of these cases[.] The settlement process really was quite extraordinary.” She also applauded the outcome, stating: “[i]n the history of the world there has never been such a response to a notice of a class action settlement that I am aware of, certainly, not in my experience.”

10. I am currently representing ESOP participants asserting ERISA fiduciary breach and prohibited transaction claims similar to those here. *E.g.*, *Hensiek v. Bd. of Dirs. of Casino*

Queen Holding Co. Inc., No. 3:20-cv-00377 (S.D. Ill.); *Harrison v. Envision Mgmt. Holding, Inc. Bd. Of Dirs.*, No. 1:21-cv-00304 (D. Colo.); *Zavala v. Kruse-Western, Inc.*, No. 1:19-cv-00239 (E.D. Cal.); *Burnett v. Prudent Fiduciary Servs. LLC*, No. 1:22-cv-00270 (D. Del.); *Lloyd v. Argent Tr. Co.*, No. 1:22-cv-04129 (S.D.N.Y); *Smith v. GreatBanc Tr. Co.*, No. 1:20-cv-02350 (N.D. Ill.).

11. We have achieved favorable pretrial rulings in several of these cases. *Lloyd v. Argent Tr. Co.*, No. 1:22-cv-04129, 2022 WL 17542071 (S.D.N.Y. Dec. 6, 2022) (denying motion to compel arbitration and motion to dismiss for lack of standing); *Hensiek v. Bd. of Dirs. of Casino Queen Holding Co., Inc.*, No. 3:20-CV-00377, 2022 WL 263321 (S.D. Ill. Jan. 28, 2022), ECF No. 118 (denying motion to dismiss); *Harrison v. Envision Mgmt. Holding, Inc. Bd. of Dirs.*, 593 F. Supp. 3d 1078 (D. Colo. 2022) (denying motion to compel arbitration); *Zavala v. Kruse-Western, Inc.*, 562 F. Supp. 3d 1059 (E.D. Cal. 2021) (denying motion for judgment on the pleadings and motion for summary judgment); *id.*, 398 F. Supp. 3d 731 (E.D. Cal. 2019) (denying in part motions to dismiss); *Smith v. GreatBanc Tr. Co.*, No. 1:20-cv-02350, WL 4926560 (N.D. Ill. Aug. 21, 2020) (denying motion to compel arbitration) and *aff'd sub nom. Smith v. Bd. of Dirs. of Triad Mfg., Inc.*, 13 F.4th 613 (7th Cir. 2021) (affirming district court's denial of the motion compel arbitration).

12. I am also currently counsel of record in multiple class action cases involving ERISA claims relating to failure to provide actuarially equivalent joint and survivor annuity benefits. *See Urlaub v. CITGO Petroleum Corp.*, No. 1:21-cv-04133 (N.D. Ill.); *Duke v. Luxottica U.S. Holdings Corp.*, No. 2:21-cv-06072 (E.D.N.Y.); *Knight v. Int'l Business Machines Corp.*, No. 7:22-cv-04592 (S.D.N.Y.); *Drummond v. Southern Co.*, No. 2:22-cv-00174 (N.D. Ga.); *Berkeley v. Intel Corp.*, No. 5:23-cv-00343 (N.D. Cal.).

13. In addition to the cases referenced above (*see supra* at ¶¶ 11-13), Cohen Milstein's Employee Benefits Practice Group has served as class counsel in numerous other ERISA class actions, including the following:

- *Krohnengold v. New York Life Ins. Co.*, No. 1:21-cv-01778, 2022 WL 3227812 (S.D.N.Y. Aug. 10, 2022);
- *Sweeney v. Nationwide Mut. Ins. Co.*, No. 2:20-cv-01569 (S.D. Oh.);
- *Baird v. BlackRock Institutional Tr. Co., N.A.*, 403 F. Supp. 3d 765 (N.D. Cal. 2019);
- *Feinberg v. T. Rowe Price Grp., Inc.*, No. 1:17-cv-00427, 2021 WL 2784614 (D. Md. July 2, 2021);
- *Fuller v. SunTrust Banks, Inc.*, No. 1:11-cv-784, 2014 WL 12519798 (N.D. Ga. Aug. 6, 2014);
- *Overall v. Ascension*, 23 F. Supp. 3d 816 (E.D. Mich. 2014);
- *Chavies v. Catholic Health E.*, No. 13-1645 (E.D. Pa.);
- *Lann v. Trinity Health Corp.*, 8:14-cv-02237, 2015 WL 6468197 (D. Md. Feb. 24, 2015);
- *Medina v. Cath. Health Initiatives*, 877 F.3d 1213 (10th Cir. 2017);
- *Griffith v. Providence Health & Servs.*, 2:14-cv-01720 (W.D. Wash.);
- *Holcomb v. Hosp. Sisters Health Sys.*, No. 3:16-cv-03282 (C.D. Ill.);
- *In re Wheaton Franciscan ERISA Litig.*, No. 16-04232 (N.D. Ill.);
- *Carver v. Presence Health Network*, No. 15-2905 (N.D. Ill.);
- *Garbaccio v. St. Joseph's Hosp. Sys. & Med. Ctr. & Subsidiaries*, 2:16-cv-02740, 2017 WL 1196458 (D.N.J. Mar. 13, 2017);
- *Sanzone v. Mercy Health*, No. 16-cv-923 (E.D. Mo.);
- *Smith v. OSF Healthcare Sys.*, No. 16-cv-467 (S.D. Ill.);
- *Owens v. St. Anthony Med. Ctr., Inc.*, No. 14-cv-4068, 2018 WL 4682337 (N.D.

- Ill. Sept. 29, 2018);
- *Dooley v. Saxton*, No. 1:12-CV-1207, 2013 WL 865975 (D. Or. Mar. 8, 2013);
 - *Hodges v. Bon Secours Health Sys., Inc.*, No. 16-1079, 2016 WL 4447047 (D. Md. Aug. 24, 2016);
 - *Banyai v. Mazur*, 2007 WL 959066 (S.D.N.Y. Mar. 29, 2007);
 - *Chesemore v. Alliance Holdings, Inc.*, 886 F. Supp 2d 1007 (W.D. Wis. 2012);
 - *Hans v. Tharaldson*, No. 3:05-CV-00115, 2010 WL 1856267 (D.N.D. May 7, 2010);
 - *In re Merck & Co., Inc. Sec., Derivative & “ERISA” Litig.*, No. 3:05-cv- 01151, 2009 WL 790452 (D.N.J. Mar. 23, 2009);
 - *Slipchenko v. Brunel Energy, Inc.*, No. 4:11-cv-01465, 2015 WL 338358 (S.D. Tex. Jan. 23, 2015);
 - *Mehling v. New York Life Ins. Co.*, 246 F.R.D. 467 (E.D. Pa. 2007);
 - *Simpson v. Fireman’s Fund Ins. Co.*, No. C 05-00225 CW (N.D. Cal. Jan. 5, 2007);
 - *Pfeifer v. Wawa, Inc.*, No. 2:16-cv-00497, 2018 WL 4203880 (E.D. Pa. Aug. 31, 2018);
 - *Redington v. Goodyear Tire & Rubber Co.*, No. 07-1999, 2008 WL 3981461 (N.D. Ohio Aug. 22, 2008).

15. Attached hereto as Exhibit 1 is a true and correct copy of the Declaration of Lisa Bush, dated January 13, 2023.

16. Attached hereto as Exhibit 2 is a true and correct copy of the Declaration of Thomas Kallas, dated January 12, 2023.

17. Prior to the initial filing of the lawsuit by Bailey & Glasser on behalf of named plaintiffs Shari Ahrendsen and Barry Clement, attorneys at Cohen Milstein investigated potential

claims related to the World Travel ESOP Transaction. Cohen Milstein joined the lawsuit prior to the filing of the August 30, 2021 Amended Complaint. At all times, Cohen Milstein attorneys have vigorously prosecuted the claims asserted in the lawsuit.

18. Before beginning settlement negotiations with Defendants, Cohen Milstein and Bailey & Glasser, among other things, engaged in written discovery (including Requests for Production of Documents to the Defendants, as well as seven document subpoenas to third parties); met and conferred with defense counsel regarding case management and discovery disputes; and responded on behalf of the Named Plaintiffs to Defendants' discovery requests.

19. Plaintiffs' counsel vetted candidates and retained a valuation expert to review valuation reports, transaction documents, and information related to World Travel's financial performance including notes taken during the due diligence process that preceded the ESOP Transaction.

20. The discovery adduced and the valuation expert analysis and opinion provided sufficient information to allow Cohen Milstein and Bailey & Glasser from which to negotiate settlement.

21. The Parties engaged in extensive arm's-length negotiations, starting on March 25, 2022 and involving numerous offers and counteroffers. The negotiations were protracted and hard-fought and resulted in a settlement in principle on November 2, 2022. The Parties then negotiated and agreed to the terms reflected in the Settlement Agreement in January 2023.

22. I declare, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: January 25, 2023.

By: /s/ Michelle C. Yau
Michelle C. Yau

EXHIBIT 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,**

Plaintiffs,

v.

**PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,**

Defendants.

Case No. 2:21-CV-02157-HB

DECLARATION OF LISA BUSH

I, Lisa Bush, declare as follows:

1. I am a plaintiff in this matter, am more than 18 years of age, am capable of making this declaration, and have personal knowledge of the facts set forth in this declaration, and would testify competently under oath regarding the facts set forth in this declaration if called as a witness.
2. I worked for World Travel, Inc., in account management and meeting technology for about nine years until I left in January 2020.
3. I have been a participant in the World Travel, Inc. Employee Stock Ownership Plan (“ESOP” or “Plan”) since the adoption of the Plan on January 1, 2017.
4. I was actively involved in the pre-filing investigation of these claims, as well as the litigation of this case for over two years. I joined as a plaintiff in the First Amended Complaint.

5. Over the last two years, I have assisted attorneys at Cohen Milstein Sellers & Toll PLLC with this case including reviewing filings made with the court, providing factual information about the claims stated in the Complaint, responding to discovery requests made by Defendants, providing documents, and keeping in touch with my lawyers regarding developments in the case, including settlement negotiations.

I declare, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed at Dallastown, PA on 1/13/2023 | 7:28 PM PST.

By:  8DC3399E9464424

LISA BUSH

EXHIBIT 2

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**SHARI AHRENSEN,
BARRY CLEMENT, LISA BUSH, and
THOMAS KALLAS, on behalf of the World
Travel, Inc. Employee Stock Ownership
Plan, and on behalf of a class of all other
persons similarly situated,**

Plaintiffs,

v.

**PRUDENT FIDUCIARY SERVICES, LLC,
et. al.,**

Defendants.

Case No. 2:21-CV-02157-HB

DECLARATION OF THOMAS KALLAS

I, Thomas Kallas, declare as follows:

1. I am a plaintiff in this matter, am more than 18 years of age, am capable of making this declaration, and have personal knowledge of the facts set forth in this declaration, and would testify competently under oath regarding the facts set forth in this declaration if called as a witness.

2. I worked for World Travel, Inc., as a General Manager, Client Programs, for nearly five years before leaving in January 2020.

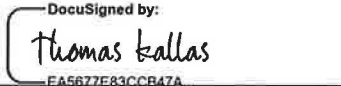
3. I have been a participant in the World Travel, Inc. Employee Stock Ownership Plan (“ESOP” or “Plan”) since the adoption of the Plan on January 1, 2017.

4. I have been actively involved in this litigation since I learned of it shortly after it was filed, including providing information for the Complaint first as “Confidential Witness 1,” then as a named plaintiff.

5. Throughout my involvement in this matter, I have assisted attorneys at Cohen Milstein Sellers & Toll PLLC with this case by reviewing filings made with the court, providing factual information about the claims stated in the Complaint, responding to discovery requests made by Defendants, providing documents, and keeping in touch with my lawyers regarding developments in the case, including settlement negotiations.

I declare, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed at Milford, MI on 1/12/2023 | 5:36 PM EST

By:  Thomas Kallas
EA5677E83CCB47A

THOMAS KALLAS