IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

JESSICA JONES, et al., Plaintiffs, v. **VARSITY BRANDS, LLC, et al.** Defendants.	Case No. 2:20-cv-02892-SHL-tmp

PLAINTIFFS' NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

NOTICE OF MOTION

Pursuant to Fed. R. Civ. P. 23, Plaintiffs Jessica Jones, Christina Lorenzen, and Amy Coulson hereby move the Court for an order:

1. Granting preliminary approval of the proposed Settlement between Plaintiffs and Defendants, and preliminarily finding pursuant to Fed. R. Civ. P. 23(c)(2) and 23(e) that the terms of the proposed Settlement, as encompassed by the Settlement Agreement filed herewith, are fair, reasonable, and adequate as to the absent members of the proposed State Law Damages Class and Injunctive Relief Class ("Settlement Classes");

2. Finding that the Court will likely be able to certify the proposed Settlement Classes as defined in the Settlement Agreement pursuant to Fed. R. Civ. P. 23 (a) and (b);

3. Approving Plaintiffs as representatives of the Settlement Classes;

4. Approving (a) Joseph Saveri Law Firm, LLP, as Plaintiffs' lead class counsel; (b) Paul LLP, Hartley LLP, and Gustafson Gluek PLLC as Plaintiffs' executive committee counsel; and (c) Turner Feild, PLLC as Plaintiffs' liaison counsel; finding that all will fairly and adequately protect the interests of the Settlement Classes; and collectively approving all of the above counsel as Settlement Class Counsel pursuant to Fed. R. Civ. P. 23(c)(1)(B) and (g);

5. Appointing Angeion Group LLC as Settlement Administrator;

6. Appointing Citibank N.A. as Escrow Agent;

7. Approving Plaintiffs' proposed Notice Plan and authorizing dissemination of notice to the proposed Settlement Classes pursuant to Fed. R. Civ. P. 23(c)(2);

8. Setting a date for the Final Settlement Fairness Hearing and authorizing Plaintiffs' proposed schedule for completing the approval process.

WHEREFORE, for the reasons set forth in the accompanying memorandum of law and exhibits, together with all documents entered in the Court's docket and transcripts of proceedings in this matter, and any oral argument that shall be taken, Plaintiffs respectfully request that the Court grant this motion and enter the Proposed Order filed herewith. Defendants do not oppose this motion.

Dated: May 13, 2024

Respectfully submitted,

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CERTIFICATE OF CONSULTATION

I hereby certify, pursuant to Local Rule 7.2(a)(1)(B), that my firm consulted with Defendants' counsel via email regarding this motion. No party opposed the relief sought.

/s/ Joseph R. Saveri

Joseph R. Saveri

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FOR THE WESTERN DISTRICT OF TENNESSEE
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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

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Pursuant to Fed. R. Civ. P. 23, Indirect Purchaser Plaintiffs Jessica Jones, Christina Lorenzen, and Amy Coulson ("Plaintiffs" or "Class Representatives"), on behalf of themselves and the proposed Settlement Classes, move as follows:

I. INTRODUCTION

On April 28, 2024, after nearly three-and-a-half years of intensely adversarial, hard-fought litigation, the Parties reached a settlement (the "Proposed Settlement"). In exchange for a release of Plaintiffs' claims, Defendants agreed to pay $82.5 million to the State Law Damages Class and, for the benefit of the Injunctive Relief Class, to implement important changes to business practices that Plaintiffs had challenged as anticompetitive. The Proposed Settlement is fair, reasonable, and adequate under Sixth Circuit standards, and the Settlement Classes meet Rule 23's requirements for provisional certification. For the reasons set forth below and in the supporting documents, Plaintiffs request, and Defendants do not oppose, that the Court enter the Proposed Order filed herewith (1) granting preliminary approval of the terms of the Proposed Settlement; (2) granting provisional certification of the proposed Settlement Classes; (3) appointing settlement class counsel and class representatives; (4) directing notice to the proposed State Law Damages Class; (5) appointing a claims administrator and escrow agent; and (6) scheduling a final approval hearing.[1] In connection with the Proposed Settlement, the Parties also seek appointment of Class Counsel pursuant to Rule 23(g).

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

A. Factual Background

1. Plaintiffs' Allegations

Plaintiffs alleged that Defendants violated federal antitrust laws and various state consumer protection laws by intentionally monopolizing, or conspiring to monopolize, the Cheer Competitions, Cheer Camps, and Cheer Apparel markets (the "Relevant Markets"). *See*

[1] Unless otherwise noted, all capitalized terms herein shall have the same meanings as in the Settlement Agreement. *See* Declaration of Joseph R. Saveri ("Saveri Decl."), Exhibit 1.

Plaintiffs' Second Amended Class Action Complaint, ECF No. 576. Plaintiffs alleged that Defendants obtained and maintained Varsity's monopoly through an exclusionary scheme that included the strategic acquisitions of Varsity's competitors, exclusive dealing agreements with All Star Gyms and schools, and collusion with USASF, the governing body for All Star Cheer. *Id*. Plaintiffs claimed that Defendants' alleged anticompetitive conduct foreclosed competition in the Relevant Markets, enabling Varsity to charge artificially inflated prices for its products and services in the Relevant Markets. *Id*. According to Plaintiffs, Defendants' conduct caused the Settlement Classes antitrust injury when the overcharges paid by Varsity's direct purchasers—i.*e.*, All Star Gyms and schools—were passed through to the Settlement Classes. *Id*.

2. Defendants' Defenses

Defendants consistently maintained that Plaintiffs' claims were factually and legally deficient. *See, e.g.*, ECF Nos. 466–473 (Defendants' Joint Motion for Summary Judgment); ECF No. 581 (Defendants' Joint Motion to Dismiss Second Amended Complaint); ECF Nos. 586 (Varsity's Answer to Second Amended Complaint). Defendants' arguments included (a) challenges to the timeliness of Plaintiffs' claims and the legal theories they relied upon; (b) challenges to Plaintiffs' market definitions, class allegations, and damages methodology; (c) assertions that Defendants' alleged anticompetitive conduct, including Varsity's challenged acquisitions and alleged exclusive dealing arrangements, was in fact procompetitive; and (d) claims that Varsity and USASF acted independently of one another and in procompetitive ways. Further, Defendants argued that Plaintiffs could not meet Rule 23's certification requirements. *See* ECF No. 421. Plaintiffs were able to defeat many of Defendants' arguments in the context of Defendants' various Rule 12 and *Daubert* motions.[2] But while Plaintiffs were confident in their ability to prevail on class certification, summary judgment, and at trial, they understand that the

[2] Plaintiffs' claims under Tennessee's antitrust law are limited to Defendants' conduct in the Cheer Apparel Market, and the Court dismissed Plaintiffs' claims on behalf of a nationwide damages class. *See* ECF No. 333 at 43; ECF No. 475 at 32. Otherwise, virtually all of Plaintiffs' state antitrust law and consumer protection law claims have survived. *See* ECF Nos. 332, 333, 475. In addition, the Court denied Defendants' motion to strike the Statewide Damages Class due to alleged predominance and manageability deficiencies. *See* ECF No. 475 at 2.

risk of unfavorable outcomes and lengthy delays remained.

3. The *Fusion* Settlement

On April 25, 2023, the Court preliminarily approved the settlement achieved by direct purchaser plaintiffs in the related case *Fusion Elite All Stars, et al. v. Varsity Brands, LLC et al.*, No. 2:20-cv-02600-SHL-tmp (W.D. Tenn. Apr. 25, 2023) ("*Fusion*" or "*Fusion* Action").[3] *See* ECF No. 336 ("*Fusion* Order"). Under the terms of the *Fusion* settlement, Varsity and USASF agreed to pay $43.5 million in installments to the settlement classes and implement reforms with respect to Varsity's discount and rebate programs and USASF's governance structure. *See Fusion* Action, ECF No. 329-1 ("*Fusion* Settlement"), ¶¶ 10, 30. The Court granted final approval of the *Fusion* Settlement on October 4, 2023. *See Fusion Elite All Stars v. Varsity Brands, LLC*, No. 2:20-cv-02600-SHL-tmp, 2023 WL 6466398 (W.D. Tenn. Oct. 4, 2023). There were no objections to the *Fusion* Settlement.

B. Litigation and Procedural History

Plaintiffs initiated this Action on December 10, 2020. *See* ECF No. 1. Over the next three-and-a-half years, Plaintiffs and proposed Class Counsel vigorously pursued Plaintiffs' claims on behalf of the Settlement Classes. On March 12, 2021, Defendants filed four motions to dismiss and one motion to strike. *See* ECF Nos. 55, 57–60. Plaintiffs' claims and class allegations on behalf of the Settlement Classes survived almost entirely intact. *See supra*, n.2. Discovery was extensive and hotly contested and featured significant motion practice before Magistrate Judge Pham. *See* Saveri Decl., ¶ 12. On many occasions, the Parties sought review of those rulings by the Court. *See, e.g.*, ECF No. 199. Fact discovery closed on April 18, 2022, and expert discovery closed on January 24, 2023.[4] *See* ECF Nos. 175, 342. Plaintiffs retained four experts:

[3] Because this Action and *Fusion* are based on the same set of underlying facts, the Court initially ordered discovery to be coordinated between them (along with a third related action). *See* ECF Nos. 45, 47, 159.

[4] During the discovery period, hundreds of thousands of documents were produced by Defendants, current and former employees of Defendants, and third parties. *See* Saveri Decl. ¶ 11. Forty-five depositions were conducted, including six expert depositions. *Id.*, ¶ 13, 15.

Dr. Janet S. Netz, Dr. Randal Heeb, Dr. Jen Maki, and James H. Aronoff; Defendants retained two experts: Dr. Kevin Murphy and Jonathan Orszag. On February 10, 2023, Plaintiffs filed three separate motions to (1) certify the classes, (2) appoint lead counsel, and (3) to exclude Defendants' experts.[5] *See* ECF Nos. 380, 384, 387. Defendants filed four separate *Daubert* motions on the same day. *See* ECF Nos. 382, 385, 388, 391. On February 23, 2023, Plaintiffs filed a motion to add Amy Coulson as class representative. *See* ECF No. 394; *see also* ECF No. 591 (granting motion). On July 28, 2023, Defendants moved for summary judgment. *See* ECF Nos. 466–473. The Court has adjudicated the Parties' *Daubert* motions. *See* ECF Nos. 568, 573, 577, 579, 580. On March 12, 2024, Defendants moved to dismiss virtually all the state law claims in Plaintiffs' Second Amended Complaint other than those brought under Colorado and Kansas law.[6] *See* ECF No. 581. Trial was scheduled for July 8, 2024. ECF No. 564. This litigation has been hotly contested during the entirety of its pendency. *See* Saveri Decl., ¶¶ 4–29. The Parties are represented by some of the leading law firms in the United States specializing in the prosecution, and defense, of civil private antitrust class action litigation. *Id*. ¶ 37.

III. THE SETTLEMENT AGREEMENT

The Proposed Settlement contains the following key terms:

[5] Plaintiffs class certification and leadership motions are fully briefed and pending adjudication. *See* ECF Nos. 387, 420, 453; ECF Nos. 380, 398, 407. With respect to Rule 23(g), Plaintiffs submit the resumes of: (1) Joseph Saveri Law Firm, LLP; (2) Gustafson Gluek PLLC (3) Hartley LLP; (4) Paul LLP; and (5) Turner Feild, PLLC. *See* Saveri Decl. ISO Motion to Appoint Lead Counsel (ECF No. 380-2), Exhibits 1 – 5 (ECF Nos. 380-2 – 380-5). In addition, the Court can rely on its own experience regarding the performance of counsel to date.

[6] Plaintiffs dispute Defendants' arguments in the pending motion to dismiss, but they have not had the opportunity to respond because all litigation deadlines have been held in abeyance since April 1, 2024. *See* ECF No. 603.

A. Settlement Classes

The proposed Settlement Classes are:[7]

> State Law Damages Class: All natural persons and entities in Arizona, Arkansas, California, Connecticut, the District of Columbia, Florida, Hawaii, Idaho, Iowa, Kansas, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Washington, West Virginia, and Wisconsin, that indirectly paid Varsity or any Varsity subsidiary or affiliate, from December 10, 2016, through March 31, 2024, for: (a) registration, entrance, or other fees and expenses associated with participation in one or more Varsity Cheer Competitions; (b) Varsity Cheer Apparel; (c) Varsity Cheer Camp Fees; or (d) accommodations at one or more Varsity Cheer Competitions.
>
> Injunctive Relief Class: All natural persons and entities in the United States that indirectly paid Varsity or any Varsity subsidiary or affiliate, from December 10, 2016, through March 31, 2024, for: (a) registration, entrance, or other fees and expenses associated with participation in one or more Varsity Cheer Competitions, including registration fees to USASF; (b) Varsity Cheer Apparel; (c) Varsity Cheer Camp Fees; or (d) accommodations at one or more Varsity Cheer Competitions, including registration fees to USASF.

Plaintiffs seek certification of the State Law Damages Class on an opt-out basis pursuant to Fed. R. Civ. Pro 23(b)(3). Plaintiffs seek certification of the Injunctive Relief Class pursuant to Fed. R. Civ. Pro. 23(b)(2).

B. Monetary Relief

Defendants agree to pay $82.5 million in two installments to create an all cash Settlement

[7] The class period in the operative complaint was "from December 10, 2016, until the continuing Exclusionary Scheme alleged herein ends." *See* ECF No. 576, ¶¶ 44–45; *see also* ECF No. 387 (Plaintiffs' Motion for Class Certification) at 10. For settlement purposes, it is "appropriate and necessary" to base the end date on when the Parties settled. *In re Xyrem (Sodium Oxybate) Antitrust Litig.*, No. 20-MD-02966-RS, 2024 WL 1683640, at *2 (N.D. Cal. Apr. 17, 2024). Here, Plaintiffs agreed to define the class period as ending on March 31, 2024, a date certain prior to the Settlement Agreement execution date.

Fund for the benefit of the Settlement Classes. *See* SA at 6 ("Settlement Fund Amount"); *see also* SA, ¶ 16. The first installment is capped at $2.5 million and will cover the notice and settlement administration fees. *Id.*, ¶ 16(a). Defendants will pay the remainder within 30 days from the date the Court's Final Approval is no longer subject to appeal. *Id.*, ¶ 16(b). All State Law Damages Class members will receive payments from the Settlement Fund in accordance with Plaintiffs' proposed Plan of Allocation. *See infra*, § IV.A.3. If the Proposed Settlement is approved, Defendants shall have no reversionary interest in any monies remaining in the Settlement Fund. *See* SA, ¶¶ 16(a), 32.

C. Prospective Relief

The Proposed Settlement provides the following prospective relief to the Injunctive Relief Class, effective from April 28, 2024, through April 27, 2029. *Id.*, ¶ 33. The prospective relief mitigates certain aspects of the conduct that Plaintiffs challenged as anticompetitive in this Action. Defendants dispute that any such conduct, even if proved, was anticompetitive or a violation of law.

1. Varsity's Squad Credentialling Program

Plaintiffs allege, and Defendants dispute, that Varsity's Squad Credentialling Program foreclosed competition in the Cheer Camps market by requiring School Cheer athletes to attend a Varsity-run Cheer Camp to be eligible to compete at Varsity's year-end national championships. *See* ECF No. 480, Plaintiffs' Statement of Undisputed Facts ("PSOF"), ¶¶ 20–22, 85–89. Under the terms of the Proposed Settlement, Varsity agreed that it "will not condition a Competitive Cheer athlete or team's eligibility to compete at an end-of-season championship competition on prior participation at a Varsity-owned Cheer Camp." SA, ¶ 33(a). To the extent that Varsity continues to require completion of its Squad Credentialing Program for attendance at one of its events, Varsity will make such credentialing available "without requiring attendance at a camp" and at a "reasonable cost." *Id.*

2. Varsity's Rebate and Discount Programs

Plaintiffs claim, and Defendants dispute, that Varsity's alleged first-dollar rebate programs were de facto exclusive dealing arrangements that leveraged Varsity's market power to foreclose competition in the Relevant Markets. *See* PSOF ¶¶ 117–126. Under the terms of the Proposed Settlement, Varsity agreed that it "will not offer or require exclusive purchasing arrangements as a condition for participation in the Varsity Family Plan, Network Program, or any rebate or discount program relating to Cheer Competitions." SA ¶ 33(b). This provision builds on top of the *Fusion* Settlement, which bars Varsity from requiring "attendance at more than three All Star Events during a single regular season as a condition of receiving Varsity's lowest tier of rebates or discounts," by precluding exclusive dealing conduct in the School Cheer markets. *Fusion* Settlement, ¶ 30(a)(2).

3. Varsity's "Stay to Play" Program

Plaintiffs allege, and Defendants dispute, that Varsity abused its power in the Cheer Competitions market by implementing a "Stay to Play" (or "Stay Smart") policy that required teams participating in Varsity Cheer Competitions to stay at hotels that allegedly were pre-selected by Varsity and more expensive than where participants might otherwise choose to stay. *See* PSOF, ¶¶ 127–129. Plaintiffs further alleged that Varsity received undisclosed kickbacks from the hotels for rooms booked through the Stay to Play program. *Id.*, ¶ 128. Also, Plaintiffs claimed that Varsity allegedly exploited its Stay to Play policy to ban rival Cheer Apparel manufacturers from displaying their products at hotels. Under the terms of the Proposed Settlement, Varsity agreed that it "will not require participants in 35% or more of its Cheer Competitions to stay at Varsity-approved accommodations as a prerequisite to their participation in Varsity-owned Cheer Competitions, including, without limitation, through Varsity's Stay to Play or Stay Smart programs." SA, ¶ 33(b).

4. USASF's Alleged Collusion with Varsity

Plaintiffs allege, and Defendants dispute, that USASF successfully conspired with Varsity

by setting probationary attendance limits for competitions and then secretly sharing with Varsity confidential information provided by Varsity's rivals for the purpose of allowing Varsity to effectively "counterprogram" non-Varsity competitions to lower their attendance below the probationary threshold. *Id.*, ¶¶ 134–36, 143. According to Plaintiffs, Varsity employed its counterprogramming strategy to eliminate or diminish events owned by Varsity's competitors and foreclose competition in the Cheer Competitions and Cheer Apparel markets. *Id.*, ¶¶ 109–12. Under the terms of the Proposed Settlement, USASF agreed that it "will not disclose to any of its event producer members confidential information regarding cheer competition schedules or attendance records shared with USASF by another event producer that is affirmatively identified by that event producer member as "confidential" and either "not to be shared with any other USASF member" or other similar language." *Id.*, ¶ 33(d). Further, USASF agreed to provide notice to its event producer members of their ability to designate information shared with USASF as confidential (1) within 30 days of the Court's final approval of the Proposed Settlement and (2) when it circulates event producer membership applications each year. *Id.* This relief builds on the *Fusion* Settlement, which limits Varsity's participation on USASF's Board of Directors and Sanctioning Committees. *See Fusion* Settlement, ¶¶ 30(b)–(f).

D. Release

In exchange for the monetary and prospective relief set forth in the Settlement Agreement and described above, Defendants and related parties will receive a release of all claims that have been or could have been brought by the proposed Settlement Class Members based on the matters alleged or referred to in the Second Amended Complaint. *See* SA, ¶¶ 10–12.

E. Attorneys' Fees and Expenses; Service Awards

The Settlement Agreement provides that proposed Settlement Class Counsel may seek approval for attorneys' fees and costs and service awards for Class Representatives. *See Id.*, ¶¶ 26, 29. Settlement Class Counsel in due course intend to seek an award for attorneys' fees and costs equal to one-third (33 1/3%) of the Settlement Fund Amount plus reimbursable litigation

costs of $9,250,249.14. Settlement Class Counsel will also seek service awards for Class Representatives to be paid from the Settlement Fund Amount, in the amount of $50,000 each for Jessica Jones and Christina Lorenzen and $25,000 for Amy Coulson ($125,000 total).[8] The proposed service awards are within the range of recent service awards in this Circuit. *See, e.g.*, *In re Skelaxin (Metaxalone) Antitrust Litig.*, No. 2:12-CV-83, 2014 WL 2946459, at *4 (E.D. Tenn. June 30, 2014) (awarding $50,000 each to the class representatives); *Hosp. Auth. of Metro. Gov't of Nashville v. Momenta Pharms., Inc.*, 2020 WL 3053468, at *2 (M.D. Tenn. May 29, 2020) (awarding $200,000 each to the class representatives).

IV. LEGAL STANDARDS AND ARGUMENT

A. The Settlement Agreement Is Fair, Reasonable, and Adequate

The Sixth Circuit "favor[s] settlement of class actions." *Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 632 (6th Cir. 2007) ("*UAW*"). At this stage, a court must determine whether it "will likely be able to . . . approve the proposal under Rule 23(e)(2)." Fed. R. Civ. P. 23(e)(1)(B)(i). Under Rule 23(e)(2), a court may approve a proposed settlement that "would bind class members" only on finding that it is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). Consideration must be given to whether "(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate . . . and (D) the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(A)–(D); *Fusion* Order at 11; *Busby v. Bonner*, No. 2:20-CV-2359-SHL-ATC, 2021 WL 4127775, at *2–3 (W.D. Tenn. Jan. 28, 2021). The Sixth Circuit also considers the seven partially overlapping factors articulated in *UAW* (the "*UAW* factors"). *See UAW*, 497 F.3d at 631. The Proposed Settlement satisfies Rule 23(e)(2)'s requirements, as well as the *UAW*

[8] Class Counsel is not asking the Court to grant the proposed service awards at this time and will seek approval of service awards in a subsequent motion.

factors, and should be preliminarily approved.[9]

1. The Proposed Class was Adequately Represented, and the Proposed Settlement is the Result of Arm's Length Negotiations

In the *Fusion* Action, the Court determined that the first two factors for preliminary approval were met on account of (1) the length and intensity of the litigation in that action; (2) the parties' participation in a "series of negotiations before a mediator"; (3) and the demonstrated competence of the parties' counsel via "their discovery and motion practice"; and (4) because the "factual record was sufficiently developed for Counsel to make an informed decision as to settlement and settlement value." *Fusion* Order at 11. The Court found that the *Fusion* Settlement was negotiated at arm-length "for many of the same reasons." *Id.*

Here, the same factors have been satisfied, but even more so. First, this Action is more advanced than the *Fusion* Action was when it settled by almost one year. Whereas the *Fusion* Action came to a halt "mere days before the initial deadline for class certification and *Daubert* Motions," *see Fusion* Order at 12, this Action progressed well beyond that and settled shortly before trial with trial preparations significantly completed. *See* Saveri Decl., ¶¶ 29–32. Plaintiffs' motion for class certification and Defendants' summary judgment motions are fully briefed and pending before the Court, and the Court already ruled on the Plaintiffs' and Defendants' *Daubert* motions. Second, the Proposed Settlement is the culmination of a series of negotiations before a mediator, after two prior mediation efforts failed. *Id.*, ¶¶ 30, 31. Third, Settlement Class Counsel have demonstrated their competence through extensive discovery and intensely adversarial motion practice. *Id.*, ¶¶ 5–28. Fourth, the factual record was necessarily more developed in this Action than it was in the *Fusion* Action, and thus the Parties' counsel were better informed as to the Parties' respective prospects for success and the alleged value of Plaintiffs' claims. For these reasons, and since there is no evidence to the contrary, the Court may presume that the Proposed

[9] The *UAW* factors are "(1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest." *UAW*, 497 F.3d at 631 (citation omitted).

Settlement was the result of an adversarial, informed, and arms-length process. *Id.*; *see also Leonhardt v. ArvinMeritor, Inc.*, 581 F. Supp. 2d 818, 838 (E.D. Mich. 2008).

2. The Proposed Settlement Provides Adequate Relief to Class Members

Rule 23(e)(2)(C) requires a court to consider whether "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) any agreement required to be identified under Rule 23(e)(3)." Here, the Proposed Settlement provides more than adequate relief.

First, the relief provided by the Proposed Settlement is meaningful and substantial. Standing alone, the monetary recovery of $82.5 million in cash for the State Law Damages Class constitutes approximately 67% of the single damages computed by Plaintiffs' damages experts through 2020, the period for which Plaintiffs' experts had data on which to calculate damages. *See* Saveri Decl., ¶ 11; *compare Sullivan v. DB Invs.*, Inc., 667 F.3d 273, 324 (3d Cir. 2011) (affirming finding of adequate relief where settlement provided indirect purchasers 10.93% of single damages). Other than an initial payment to fund notice, there are no installment payments. The Proposed Settlement also provides prospective relief to the Injunctive Relief Class, involving important changes to certain of Varsity's and USASF's business practices that Plaintiffs had challenged as anticompetitive. "Taken together, the [Proposed] Settlement remedies . . . past harms while also enacting changes . . . that will prevent future harms." *Fusion* Order at 12.

Second, the Proposed Settlement "allows class members to avoid the significant risks and uncertainties inherent in trials and appeals." *In re Family Dollar Stores, Inc., Pest Infestation Litig.*, No. 2:22-MD-03032-SHL-TMP, 2023 WL 7112838, at *11 (W.D. Tenn. Oct. 27, 2023) (Lipman, J.). Defendants consistently maintained that Plaintiffs' claims were factually and legally deficient. *See supra*, § II.A.2. "While the Court denied [the majority of Defendants'] challenges within the context of . . . motion[s] to dismiss . . . these contentions would still

presumably be raised at trial" and expose the Settlement Classes to significant risk. *Fusion* Order at 13; *see also Fitzgerald v. P.L. Mktg., Inc.*, No. 2:17-CV-02251-SHM-CGC, 2020 WL 7764969, at *12 (W.D. Tenn. Feb. 13, 2020) ("[I]t is fair to say that there would have been an uncertain outcome, and significant risk on both sides, had this case gone to trial."). Accordingly, "[t]he uncertainty as to the outcome counsels in favor of [approval]." *Fusion* Order at 13.

Third, Plaintiffs' Notice Plan and Plan of Allocation will be effective. "[T]he goal of any distribution method is to get as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible." *Fitzgerald*, 2020 WL 7764969, at *12 (quotation marks and citation omitted). The Notice Plan is strategically designed to deliver an approximate 80% reach to the proposed State Law Damages Class with an estimated 20% claims rate.[10] *See* Declaration of Steven Weisbrot, Esq. ("Weisbrot Decl."), ¶¶ 21, 60. All State Law Damages Class members, who timely submit a valid claim, will receive their pro rata share of the Net Settlement Fund according to a simple calculation method.[11] *See infra*, § IV.A.3.

Fourth, argument with respect to attorneys' fees is "premature" and will be raised "after the close of the notice and claims period in the Court's consideration of final approval." *Family Dollar Stores*, 2023 WL 7112838, at *6. Still, the one-third currently contemplated by Settlement Class Counsel is "certainly within the range of fees often awarded in common fund cases, both nationwide and in the Sixth Circuit." *Fitzgerald,* 2020 WL 7764969, at *12 (quotation marks and citation omitted); *see also Gokare v. Fed. Express Corp.*, No. 2:11-cv-2131, 2013 WL 12094887, at *4 (W.D. Tenn. Nov. 22, 2013) (collecting cases in which Sixth Circuit courts have approved attorney's fee awards in common fund cases ranging from 30% to 33% of the total fund); *Fusion*,

[10] Due process does not require notice to the Injunctive Relief Class, because a class certified under Rule 23(b)(2) is "mandatory," providing no right to opt out. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 362 (2011). "The Rule provides no opportunity for . . . class members to opt out, and does not even oblige the District Court to afford them notice of the action." *Id.*

[11] The "Net Settlement Fund" is the Settlement Fund Amount after deductions for (a) the expenses of the Settlement Administrator and the costs of notice to the proposed Settlement Classes; (b) any tax obligation incurred as a result of interest earned on the Settlement Fund Amount; and (c) Settlement Class Counsel's Fee and Cost Amount and any Class Representative service awards.

2023 WL 6466398, at *8 (approving request for attorneys' fees of one-third plus reasonable interest). The request is also well supported by the fact that the case was settled close to trial.

Fifth, the Parties entered a Supplemental Agreement whereby Defendants may choose to rescind the Settlement Agreement "if a certain number of potential Settlement Members timely exclude themselves[.]" SA, ¶ 35. The Parties have agreed to keep the terms of the Supplemental Agreement confidential. *Id.* Pursuant to Rule 23(e)(3), Plaintiffs will bring the substantive content of the Supplemental Agreement to the attention of the Court in a confidential letter. *Id.*

3. The Proposed Settlement Treats Settlement Class Members Equitably

Rule 23(e)(2)(D) requires a court to determine whether the "proposal treats class members equitably relative to each other." Fed. R. Civ. Pro. 23(e)(2)(D). For example, "whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23(e)(2) advisory committee notes to 2018 amendment. Here, the Proposed Settlement "has no obvious deficiencies [and] does not improperly grant preferential treatment to Class Representatives[.]" *In re Packaged Ice Antitrust Litig.*, No. 08-MD-01952, 2010 WL 5638219, at*1 (E.D. Mich. Sept. 2, 2010).

First, all State Law Damages Class Members will receive payment from the Net Settlement Fund and will only be excluded from receiving payment if they timely and validly opt out of the Proposed Settlement. *See* SA, ¶ 22. Second, the Plan of Allocation takes appropriate proportional account of differences among Settlement Class members' claims. *See* Saveri Decl., ¶ 33; *see also Fitzgerald*, 2020 WL 7764969, at *13 (finding treatment of class members equitable where proposal used "point-based system" that weighted individual awards by the number of weeks class members worked without overtime compensation and accounted for other differences in value of claims). Third, the proposed service awards are commensurate with the time and effort each Class Representative expended in advancing this litigation, and the risks they took and courage they showed in pursuing claims against what Plaintiffs alleged was a powerful monopoly in an industry they deeply cared about, on behalf of hundreds of thousands

of absent cheer families who did not take on the risk.[12] Plaintiffs will set forth the bases for service awards to the Plaintiffs in a subsequent motion. Fourth, the Proposed Settlement's release applies equally to all Settlement Class members without exception. *See* SA, ¶¶ 10–14.

4. The Proposed Settlement Satisfies the *UAW* Factors

The first four *UAW* factors directly overlap with the Rule 23(e)(2) requirements discussed above. Consideration of the sixth *UAW* factor is "premature" because "the reaction of the absent class members is currently unknown." *Family Dollar Stores*, 2023 WL 7112838, at *12. The Proposed Settlement satisfies the remaining two factors. Settlement Class Counsel believe that the Proposed Settlement has no deficiencies and treats all Settlement Class members equitably, and the Class Representatives considered and signed the Proposed Settlement. *See* Saveri Decl., ¶ 37. Further, there is a "[t]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are notoriously difficult and unpredictable and settlement conserves judicial resources." *Does 1–2 v. Déjà vu Servs., Inc.*, 925 F.3d 886, 899 (6th Cir. 2019). This Action "fits squarely into that description—complex and unpredictable." *Family Dollar Stores*, 2023 WL 7112838, at *13. The *UAW* factors are thus satisfied.

B. Conditional Certification of the Settlement Classes Is Warranted

The grounds for certification are well-established, including an extensively developed factual record, supported by the testimony of expert economists. Plaintiffs' motion for class certification showing the requirements of Rules 23(a) and (b) are satisfied is fully briefed and has been pending since May 25, 2023. *See supra*, n.5. Since then, the Court has issued a series of orders on various motions which favor certification of the Settlement Classes. For example, on August 31, 2023, in the context of Defendants' Rule 12(f) motion to strike class allegations, the Court held that Plaintiffs' claims satisfied the Rule 23(a) prerequisites for certification and Rule

[12] The total proposed service awards in this Action account for a maximum 0.145% of the Settlement Fund. In *Fusion*, the Court approved total service awards accounting for 0.172% of the settlement fund. *See Fusion* Order at 15.

23(b)'s predominance requirement.[13] *See* ECF No. 475 at 20, 31. Further, Plaintiffs' common expert testimony with respect to liability and damages survived Defendants' *Daubert* challenges virtually entirely. *See* ECF Nos. 577, 579, 580.

1. The Settlement Classes Meet the Requirements of Rule 23(a)

a. The Proposed Classes Are Numerous

A class must be "so numerous that joinder of all members is impractical." Fed. R. Civ. P. 23(a)(1). "The numerosity requirement is also satisfied more easily upon a showing that there is wide geographical diversity of class members, which makes joinder . . . more impracticable." *In re Inter-Op Hip Prosthesis Liab. Litig.*, 204 F.R.D. 330, 339 (N.D. Ohio 2001) (quotation marks and citation omitted). Here, based on discovery in the case and Plaintiffs' expert testimony, Settlement Class Counsel believe that the State Law Damages Class contains approximately 340,000 individuals across 34 states, while the Injunctive Relief Class is composed of millions of members nationwide. *See* Saveri Decl. ¶ 27. Both classes are "indisputably so numerous . . . and geographically dispersed" that joinder is impracticable. *Fusion* Order at 4.

b. Common Questions of Law and Fact Predominate

Under Rule 23(a)(2), there must be "questions of law or fact common to the class." "Even a single common question will do." *Id.* (quotation marks and citation omitted). Here, Settlement Class Members "share many factual and legal issues, including whether Varsity had market power, whether Defendants conspired, and whether the challenged conduct violated . . . antitrust [and consumer protection] laws." *Id.* The commonality requirement is met.

c. Class Representatives' Claims Are Typical

Rule 23(a)(3)'s typicality requirement is satisfied where, as here, class representatives' "claim[s] arise[] from the same event or practice or course of conduct that gives rise to the

[13] The Court reserved the question of manageability for the class certification stage. *Id.* But Rule 23(b)(3)'s manageability requirement does not apply in the class settlement context. *See Fusion* Order at 7, n.2 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.") (quotation marks and citation omitted).

claims of other class member." *Hosp. Auth. of Metro. Gov't of Nashville & Davidson Cnty., Tenn. v. Momenta Pharms., Inc.*, 333 F.R.D. 390, 404 (M.D. Tenn. 2019). In the antitrust context, typicality is established where class representatives and all class members allege the same antitrust violations by defendants and seek the same relief. *See Fusion* Order at 5. Here, "the claims of each Settlement Class are based on the same challenged conduct and same antitrust theories, and the Class Representatives . . . will seek the same overcharge damages [and injunctive relief] as the absent Settlement Class Members." *Id.* The typicality requirement is met.

d. Plaintiffs Are Adequate Representatives of the Classes

Rule 23(a)(4)'s adequacy requirement "serves to uncover conflicts of interest between named parties and the classes they seek to represent." *Fusion* Order at 5. "A class representative must be part of the class and possess the same interest and suffer the same injury as class members." *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 562 (6th Cir. 2007) (quotation marks and citation omitted). Class members must not have "interests that are [] antagonistic to one another." *Id.* at 563 (quotation marks and citation omitted). Courts also "determine whether class counsel are qualified, experienced and generally able to conduct the litigation." *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 543 (6th Cir. 2012). "Absent specific proof to the contrary, the adequacy of class counsel is presumed." *In re Seitel, Inc. Sec. Litig.*, 245 F.R.D. 263, 271 (S.D. Tex. 2007).

Settlement Class Counsel and Class Representatives are undoubtedly adequate here. First, there are no conflicts, let alone any "so substantial as to overbalance the common interests of the class members as a whole" and forestall certification. *In re Polyurethane Foam Antitrust Litig.*, 314 F.R.D. 226, 238–41 (N.D. Ohio 2014). The interests of Class Representatives and the proposed Settlement Classes are aligned because they "seek the same relief based on the same legal theory." *Fitzgerald*, 2020 WL 7764969, at *9. Second, Class Representatives are committed to vigorously pursuing the interests of the Settlement Classes through qualified class counsel. *See* ECF No. 389-15 (Declaration of Jessica Jones), ¶¶ 8–15; ECF No. 389-16 (Declaration of

Christina Lorenzen), ¶¶ 10–17; Declaration of Amy Coulson, submitted herewith, ¶¶ 16–21. Third, Settlement Class Counsel "have demonstrated their experience and capability in prosecuting antitrust class actions" and "dedicated millions of dollars and spent a significant amount of time in and out of the courtroom litigating on behalf of the proposed Settlement Classes for [over] three years." *Fusion* Order at 6; *see also* Saveri Decl., ¶¶ 5–29, 34.

2. The Settlement Classes Meet the Requirements of Rule 23(b)

a. Rule 23(b)(3): State Law Damages Class

Rule 23(b)(3), which requires that: (1) common questions predominate over individual questions; and (2) a class action is superior to other methods of adjudication. "Predominance is a test readily met in certain cases alleging . . . violations of the antitrust laws." *Fusion* Order at 7 (quoting *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 625 (1997)). The proposed Settlement Classes meet both requirements.

Predominance is established where a common question "is at the heart of the litigation." *Powers v. Hamilton Cty. Pub. Def. Comm'n*, 501 F.3d 592, 619 (6th Cir. 2007); *see also* Fusion Order at 7. "[C]ommon issues may predominate when liability can be determined on a class-wide basis, even when there are some individualized damage issues." *Id.* Here, just as in *Fusion*, Plaintiffs' monopolization claims focus overwhelmingly on common issues, including "(1) Defendants have monopoly power in a certain market, (2) obtained or maintained through willful anticompetitive conduct, (3) that caused rising prices or lowering of output." *Id.* (quotation marks and citation omitted).[14] Further, "[p]roof as to each claim in this action would necessarily be common to all Settlement Class Members, insofar as the bulk of the issues relate to the Defendants' alleged conduct that was directed at all members of the class." *Id.* at 7–8.

Certification is also supported by a showing of superiority. *See* Fed R. Civ. Pro. 23(b)(3). With respect to superiority, courts generally consider (1) class members' interests in individually controlling the prosecution; (2) the extent and nature of any litigation concerning the controversy

[14] The Court previously ruled in the context of Defendants' Rule 12(f) motion to strike class allegations that Plaintiffs' claims satisfy the predominance requirement. *See* ECF No. 475 at 31.

already begun by class members; (3) the desirability of concentrating the claims in the forum; and (4) the likely difficulties in managing a class action. *See Momenta*, 333 F.R.D. at 414. Here, Plaintiffs' claims involve "multiple state legal frameworks and jurisdictions, and a complex web of Defendants' intermingled business entities; moreover, the remedy achievable by an individual plaintiff is wildly disproportionate to the costs of litigating to that end." *Family Dollar Stores*, 2023 WL 7112838, at *8. Second, there are no other lawsuits by proposed Settlement Class members. Third, concentration of claims in the Western District of Tennessee will make best use of the parties' resources. *See Momenta*, 333 F.R.D. at 414 (finding the third superiority factor met where "concentration of these claims in this Court is desirable, as it will streamline the resolution of the claims and conserve . . . resources"). Fourth, the manageability requirement does not apply in the class settlement context. *See Fusion* Order at 7, n.2.

b. Rule 23(b)(2): Injunctive Relief Class

Certification of an injunctive relief class under Rule 23(b)(2) is appropriate where "the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole." Fed. R. Civ. P. 23(b)(2); *see also D.D. by Next Friend B.N. v. Mich. Dept. of Health and Human Servs.*, 639 F. Supp. 3d 750 (E.D. Mich. 2022); *Doster v. Kendall*, 342 F.R.D. 117, 128 (S.D. Ohio 2022). Rule 23(b)(2)'s "general applicability" requirement is satisfied where the defendants' alleged conduct is "equally applicable to the class as a whole." *Sullivan v. DB Invs.*, Inc., 667 F.3d 273, 318 (3d Cir. 2011) (quotation marks omitted). Here, Plaintiffs, on behalf of themselves and the Injunctive Relief Class, sought "final relief" for conduct that allegedly "caused the entire membership of all classes to pay artificially inflated prices" and alleged that, "in the absence of injunctive relief, all classes would continue to pay artificial premiums." *Id.* (quotation marks and citation omitted); *see also* Second Amended Complaint, ¶¶ 267–68 (alleging continuing antitrust violations and seeking "equitable and injunctive relief . . . to correct for the anticompetitive market effects cause by Varsity's unlawful conduct, and to

assure that similar anticompetitive conduct and effects do not continue or reoccur in the future"); *see also id*., ¶¶ 297–98 (seeking declaratory relief). Plaintiffs' allegations demonstrate "shared interests" between the Injunctive Relief Class members and thus "support injunctive relief respecting the class as a whole." *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 318 (3d Cir. 2011). Therefore, the requirements for certifying the Injunctive Relief Class are met.

C. Appointment of Class Counsel and Class Representatives

Plaintiffs previously filed a motion to appoint lead class counsel, which is fully briefed. *See* ECF Nos. 380, 398, 407. For the same reasons, and pursuant to Rule 23(g), Plaintiffs request that the Court appoint the Joseph Saveri Law Firm, LLP ("JSLF"), Paul LLP, Hartley LLP, Gustafson Gluek PLLC, and Turner Feild, PLLC as Settlement Class Counsel. *See* ECF No. 380.

Appointment of Jessica Jones, Christina Lorenzen, and Amy Coulson as Settlement Class Representatives is appropriate for the same reasons that they satisfy Rule 23(a)'s adequacy requirement. *See supra*, § IV.B.1.d; *see also* ECF Nos. 380, 407; ECF Nos. 387, 453.

D. The Proposed Notice Plan is Adequate and Satisfies Rule 23(e)

Rule 23(e)(1) requires a court to "direct notice in a reasonable manner to all class members who would be bound by the proposal." As the Sixth Circuit has described, "[a]ll that the notice must do is fairly apprise . . . prospective members of the class of the terms of the proposed settlement so that class members may come to their own conclusions about whether the settlement serves their interests." *Gooch v. Life Invs. Ins. Co. of Am.*, 672 F.3d 402, 423 (6th Cir. 2012) (quotation marks and citations omitted). Due process permits a variety of notice mechanisms. "The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means." Fed. R. Civ. P. 23(c)(2)(B).

The Proposed Notice Plan satisfies the standards set by the Sixth Circuit, Rule 23, and due process. Here, Plaintiffs' counsel have retained Angeion Group LLC ("Angeion") to serve as Settlement Administrator. Angeion is a nationally recognized claims administration firm, and its plans have been approved on numerous occasions, including by this Court in connection with the

resolution of *Fusion*. *See Fusion* Order at 15–17. In consultation with Plaintiffs' counsel, Angeion has carefully designed a multi-layered sophisticated plan using a combination of internet, email, publication, social media and other notice mechanisms. *See* Weisbrot Decl., ¶¶ 18-52. As a whole, the Notice Plan is strategically designed and tailored to the Settlement Classes. *Id.*, ¶ 19. The Notice Plan is designed to deliver an approximate 80% reach to the State Law Damages Class.[15] *Id.*, ¶ 21, 60. The proposed Notice Plan provides for long, email, and publication forms of notices ("Proposed Forms") to be disseminated to State Law Damages Class members through a combination of direct, publication, and posted notice. *Id.*, ¶¶ 18–52. To combat fraud, the Notice Plan requires each claimant to submit documentation showing proof of participation and the years in which the claimant purchased Varsity's products and services in the Relevant Markets. *Id.*, ¶¶ 57–58. The Court should therefore approve the proposed Notice Plan.

E. Appointment of Settlement Administrator and Escrow Agent

The Court should appoint Angeion as Settlement Administrator and Citibank N.A. as Escrow Agent. There are no tests governing these appointments, *Fusion* Order at 17, but Angeion is a highly experienced and well-regarded settlement and claims administration firm. *See* Weisbrot Decl., ¶¶ 8–12; *see also Fusion* Order at 17 (appointing Angeion as claims administrator); *Family Dollar Stores*, 2023 WL 7112838, at *13 (same). Likewise, Citibank N.A. is a national bank that can readily serve as Escrow Agent.

F. Final Approval Hearing and Proposed Schedule of Events

Deadlines for the settlement and claims administration process will be determined by the date the Court sets for a final approval hearing. Accordingly, Plaintiffs respectfully request that the Court schedule a final approval hearing pursuant to Rule 23(e)(2). The Proposed Order submitted with this filing proposes a schedule of events.

V. CONCLUSION

For the reasons set forth above, Plaintiffs' motion should be granted.

[15] Notice to the members of the Injunctive Relief Class is not required. *See supra*, n.10.

Dated: May 13, 2024

Respectfully submitted,

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

JESSICA JONES, et al., Plaintiffs, v. **VARSITY BRANDS, LLC, et al.** Defendants.	Case No. 2:20-cv-02892-SHL-tmp

DECLARATION OF JOSEPH R. SAVERI IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

DECLARATION OF JOSEPH R. SAVERI

I, Joseph R. Saveri, declare the following under penalty of perjury:

1. I am the Founder and Managing Partner of the Joseph Saveri Law Firm, LLP ("JSLF"). My firm is one of the law firms representing Jessica Jones, Christina Lorenzen, and Amy Coulson (collectively, "Plaintiffs" or "Class Representatives") in the above-captioned matter. The other law firms are Paul LLP, Hartley LLP, Gustafson Gluek PLLC (collectively, "leadership firms"); and Turner Feild, PLLC ("liaison counsel"). I have been actively involved in prosecuting and resolving this Action from its inception and have been supervising and managing it on a day-to-day basis at all times. I am familiar with its proceedings, and have personal knowledge of the matters set forth in this Declaration. If called upon as a witness, I would be competent to testify to them.

2. I submit this Declaration in support of Plaintiffs' motion seeking entry of an Order (1) granting preliminary approval of the settlement reached with Defendants on April 28, 2024 (the "Proposed Settlement") pursuant to Fed. R. Civ. Pro. 23(e); (2) granting provisional certification of the proposed Settlement Classes pursuant to Fed. R. Civ. Pro. 23(a) and (b); (3) approving JSLF, the leadership firms, and liaison counsel as Class Counsel pursuant to Fed. R. Civ. Pro. 23(g) and appointing JSLF as Lead Class Counsel; (4) directing notice to the proposed State Law Damages Class pursuant to Fed. R. Civ. Pro. 23(c) and 23(e); (5) appointing Angeion Group LLC as Settlement Administrator and Citibank N.A. as Escrow Agent; and (6) scheduling a final approval hearing.

3. Unless otherwise defined herein, all capitalized terms have the same meanings set forth in the Settlement Agreement ("SA"), attached hereto as **Exhibit 1**.

PROPOSED CLASS COUNSEL'S PROSECUTION OF THE ACTION

Proposed Class Counsel's Pre-Suit Investigation

4. Prior to filing the complaint, on behalf of their clients, JSLF and the leadership firms took significant steps to identify, investigate, and advance the claims in this litigation. Attorneys for JSLF performed substantial work investigating the merits of Plaintiffs' claims, including extensive investigation of the competitive cheerleading industry as to both All Star Cheer and School Cheer, and the markets for cheer competitions, cheer camps, and cheer apparel. JSLF consulted experts to analyze the competitive cheer industry and preliminarily assess the economics of the relevant markets and the viability of Plaintiffs' claims. JSLF also researched appropriate defendants and performed legal and factual research regarding Plaintiffs' claims under federal and state laws.

Plaintiffs' Class Action Complaint and Defendants' Rule 12 Motions

5. On December 10, 2020, Plaintiffs filed their initial Class Action Complaint against Defendants Varsity Brands, LLC, Varsity Spirit, LLC, Varsity Spirit Fashion & Supplies, LLC (collectively "Varsity"); U.S. All Star Federation, Inc. ("USASF"); Jeff Webb; Charlesbank Capital Partners LLC ("Charlesbank"); and Bain Capital Private Equity, LP ("Bain").[1] *See* ECF No. 1.

6. On March 12, 2021, the Defendants each filed Motions to Dismiss the complaint pursuant to Fed. R. Civ. P. 12(b)(6). *See* ECF Nos. 57–60. On the same day they filed a joint

[1] On September 27, 2023, Plaintiffs named as Defendants Charlesbank Equity Fund VII, Limited Partnership, Charlesbank Equity Fund VIII, Limited Partnership, and Charlesbank Equity Fund IX, Limited Partnership (collectively, the "Charlesbank Funds") (collectively with Charlesbank, the "Charlesbank Defendants"); and Bain Capital Fund XII, L.P., Bain Capital Fund (DE) XII, L.P., and Bain Capital Fund (Lux) XII, (collectively the "Bain Funds") (collectively with Bain, the "Bain Defendants").

Motion to Strike Class Allegations pursuant to Fed. Civ. Pro. R. 12(f) and 23. *See* ECF No. 55. On April 15, 2021, Plaintiffs filed responses to Defendants' Motion to Dismiss and Motion to Strike. *See* ECF Nos. 67–69 and 70, respectively. Defendants filed their replies on April 29, 2021. *See* ECF Nos. 72–76.

7. On August 1, 2022, the Court issued an Order denying Bain and Charlesbank's Motion to Dismiss. *See* ECF No. 332. On the same day, the Court issued an Order granting Defendants' Motion to Dismiss as to Plaintiffs' claims under the laws of Alabama, Alaska, Colorado, Illinois, and Tennessee. *See* ECF No. 333.

8. On August 12, 2022, Plaintiffs filed a Motion for Reconsideration of the Court's Order dismissing Plaintiffs' Tennessee state law claims. *See* ECF No. 335. On August 26, 2024, Defendants filed a joint response. *See* ECF No. 345. Plaintiffs filed a reply in support of their Motion for Reconsideration. *See* ECF No. 348.

9. On August 31, 2023, the Court ruled on Plaintiffs' Motion for Reconsideration and Defendants' Motion to Strike Class Allegations. *See* ECF No. 475. Upon reconsideration, the Court rejected Defendants' arguments that Rule 23 is preempted by the Tennessee Consumer Protection Act's class action ban and allowed Plaintiffs' claims under the statute to proceed. *Id.* at 18. In addition, the Court denied Defendants' motion to strike the Injunctive Relief Class and State Law Damages Class. *Id.* at 2.

Discovery

10. At the outset of discovery, working in conjunction with counsel for the plaintiffs in the related *American Spirit* Action and *Fusion* Action, proposed Class Counsel negotiated a Discovery Coordination Order that enhanced judicial efficiency, avoided undue burden on parties and third parties, and promoted the just resolution of all cases. *See* ECF No. 159. Proposed Class

Counsel negotiated a comprehensive protocol for electronically stored information produced by all parties. *See* ECF No. 91. Additionally, proposed Class Counsel negotiated and drafted a Stipulated Protective Order governing confidential information. *See* ECF No. 62 (granting motion for Protective Order).

11. Discovery in this matter has been massive. It was also made more complicated and inefficient by the fact that much of the discovery was taken during the COVID pandemic, requiring much of the work to be performed remotely. Proposed Class Counsel secured the production of hundreds of thousands of documents from Defendants and non-parties. In addition, hundreds of thousands of lines of transactional data were produced reflecting payments by direct purchasers for products and services in the Relevant Markets during the relevant period.

12. Proposed Class Counsel were required to file numerous motions to compel compliance with document requests, interrogatories, and deposition requests served on Defendants. *See, e.g.*, ECF Nos. 100–103, 214, 215, 265, 269, 270, 274, 275, 290. Discovery matters were referred to Magistrate Judge Pham. Proposed Class Counsel prevailed on virtually every motion to compel, and many were submitted to Judge Lipman for review or reconsideration. Proposed Class Counsel also filed motions to compel compliance with subpoenas duces tecum served on non-parties. *See, e.g.*, ECF Nos. 212, 305.

13. In preparation for the numerous fact depositions, proposed Class Counsel (a) identified key documents to be used at each deposition, (b) prepared extensive deposition outlines, (c) coordinated deposition strategy and questioning with plaintiffs in the related American Spirit Action and Fusion Action (as well as logistics with Defendants in this case and additional parties in the American Spirit Action and Fusion Action), and (d) took or defended 39 fact depositions in this Action. This included depositions of Plaintiffs Jones and Lorenzen and

numerous former and current officers, managers, directors, or employees of Defendants Varsity and USASF, as well as numerous knowledgeable persons employed by the Charlesbank Defendants and Bain Defendants, respectively. Deponents included top executives and officers of Defendants, including Defendant Jeff Webb. Several depositions were conducted over two days. Virtually all depositions were conducted remotely.

14. Given the importance of expert issues, including economic issues in this case, proposed Class Counsel spent significant time strategizing during discovery and briefing, including working with their retained experts, Dr. Janet S. Netz, Dr. Randal Heeb, Dr. Jen Maki, and James H. Aronoff, to assess whether economic analyses and evidence common to each of the Settlement Classes would be capable of addressing (i) monopoly power, (ii) substantial foreclosure, (iii) common impact, (iv) aggregate damages, and (v) anticompetitive effects. The experts also analyzed merits issues, including liability, impact and damages. As is common in cases of this complexity and importance, the development of expert testimony is crucial for class certification, summary judgment and trial. Proposed Class Counsel devoted hundreds of hours and incurred millions of dollars in costs in developing this testimony.

15. Plaintiffs participated in extensive expert discovery. Each side submitted lengthy expert reports, and each expert was deposed. The need for extensive expert discovery illustrates the complexities of this case, which required proposed Class Counsel to grapple with and overcome numerous obstacles, including proving: (1) that Varsity had monopoly power over the Relevant Markets; (2) that the challenged conduct foreclosed a substantial amount of competition in the Relevant Markets; (3) that the challenged conduct elevated prices in the Relevant Markets above competitive levels; (4) aggregate damages suffered by the State Law Damages Class as a whole; and (5) that the challenged conduct had significant anticompetitive effects.

16. Fact discovery closed on April 18, 2022, and expert discovery closed on January 24, 2023.

Plaintiffs' Amended Class Action Complaints

17. On August 23, 2022, Plaintiffs filed a Motion for Leave to Amend their complaint. *See* ECF No. 344. On September 6, 2022, Defendants filed a joint response to Plaintiffs' Motion for Leave to Amend. *See* ECF No. 349. On September 16, 2022, Plaintiffs filed a reply in support of their Motion for Leave to Amend. On September 20, 2023, the Court granted Plaintiffs' Motion for Leave to Amend. *See* ECF No. 487.

18. On September 27, 2023, Plaintiffs filed their Amended Class Action Complaint, adding the Charlesbank Funds and Bain Funds as Defendants. *See* ECF No. 489.

19. On October 27, 2023, Defendants filed a joint Motion to Dismiss and to Strike Claims Previously Dismissed and Material Previously Struck. *See* ECF No. 511. Plaintiffs filed their response to Defendants' Motion to Dismiss and to Strike Claims Previously Dismissed and Material Previously Struck on November 22, 2023. *See* ECF No. 532. Defendants filed a reply on December 6, 2023. *See* ECF No. 536.

20. On February 20, 2024, the Court denied Defendants' Motion to Dismiss and to Strike Claims Previously Dismissed and Material Previously Struck as moot and ordered Plaintiffs to file a second amended complaint. *See* ECF No. 574.

21. On February 27, 2024, Plaintiffs filed their Second Amended Complaint. *See* ECF No. 575. The Second Amended Complaint is the operative complaint in this Action.

22. On March 12, 2024, Defendants filed a joint Motion to Dismiss the Second Amended Complaint except as to Plaintiffs' claims under the laws of Colorado and Kansas. *See* ECF No. 581.

23. On March 18, 2024, the Court granted Plaintiffs' Motion to Add Class Representative. *See* ECF No. 591.

***Daubert* Motions**

24. On February 10, 2023, Plaintiffs filed a Motion to Exclude Johnathan M. Orszag and Dr. Kevin Murphy, in Part. *See* ECF No. 384. Defendants filed a response on March 31, 2023. *See* ECF No. 422. Plaintiffs filed a reply on April 28, 2023. *See* ECF No. 441. On February 6, 2024, the Court granted Plaintiffs' Motion to Exclude Johnathan M. Orszag in full and Dr. Murphy as to his opinion that event prices increased due to changes in demand. *See* ECF. No. 573.

25. On February 10, 2023, Defendants filed Motions to Exclude Dr. Janet S. Netz, James H. Aronoff, Dr. Randal Heeb, and Dr. Jen Maki. *See* ECF Nos. 382, 385, 388, 391. Plaintiffs filed their responses on March 31, 2023. *See* ECF Nos. 424, 425, 427, 429. Defendants filed their replies on April 28, 2023. *See* ECF Nos. 443, 445, 447, 448.

26. On January 9, 2024, the Court granted Defendants' Motion to Exclude James H. Aronoff. *See* ECF No. 568. On February 28, 2024, the Court denied Defendants' Motion to Exclude Dr. Netz in full except as to her limited opinion regarding Varsity's motives. *See* ECF No. 577. On March 6, 2024, the Court denied Defendants' Motion to Exclude Dr. Heeb in full except as to his limited opinion regarding Varsity's motives. *See* ECF No. 579. On the same day, the Court denied Defendants' Motion to Exclude Dr. Maki except as to her damages calculations for states in which Plaintiffs are not pursuing damages. *See* ECF No. 580.

Plaintiffs' Motions to Certify Classes and Appoint Lead Counsel

27. On February 10, 2023, Plaintiffs filed their Motion for Class Certification. *See* ECF No. 387. Defendants filed their response on March 31, 2023. *See* ECF No. 420. Plaintiffs

filed a reply on May 25, 2023. *See* ECF No. 453. On the same day, Plaintiffs filed their Motion to Appoint Lead Counsel. *See* ECF No. 380. Defendants filed their response on February 24, 2023. *See* ECF No. 398. Plaintiffs filed a reply on March 15, 2023. *See* ECF No. 407. Since filing Plaintiffs' Motion for Class Certification, Settlement Counsel have learned through consultation with Plaintiffs' experts that the State Law Damages Class is likely comprised of approximately 340,000 individuals across 34 states, while the Injunctive Relief Class is likely comprised of millions of individuals nationwide.

Defendants' Motion for Summary Judgment

28. On July 28, 2023, Defendants moved for summary judgment. *See* ECF Nos. 466–473. Plaintiffs filed their response on September 15, 2023. *See* ECF No. 477–488. Defendants filed their replies on October 13, 2023. *See* ECF Nos. 503–508.

Preparation for Trial

29. The Court set trial for this matter on July 8, 2024. Following the setting of the trial date, proposed Class Counsel prepared the case for trial in earnest. Proposed Class Counsel prepared opening statements, direct examinations, cross-examinations and closing argument. Proposed Class Counsel conducted extensive jury work, including issue testing and other preparation for trial. Proposed Class Counsel hired jury consultants, trial graphics firms and incurred other significant trial preparation costs. Proposed Class Counsel prepared a list of trial exhibits and designated trial testimony, after reviewing all the depositions taken in the case. Preparation for trial alone consumed hundreds of additional hours of time and required the expenditure of significant funds.

Mediation

30. Plaintiffs and Defendants participated in three mediations in an effort to resolve the matter. The first mediation was conducted by David Wade of Martin, Tate, Morrow & Marston, P.C. on July 27, 2021. The mediation was unsuccessful. The second mediation was conducted by Randall Wolff on June 26, 2023. The mediation was unsuccessful.

31. On March 9, 2024, the Parties participated in a mediation before the Hon. Layn Phillips (ret.) of Phillips ADR. The Parties continued to negotiate in the weeks after the March 2024 full-day mediation with the assistance of Clay Cogman, Esq. of Phillips ADR, resulting in an agreement in-principle that led to the Proposed Settlement.

THE PROPOSED SETTLEMENT

32. After extensive negotiations, on April 28, 2024, proposed Class Counsel and Defendants executed the Settlement Agreement (attached as **Ex. 1**). The Settlement provides for Defendants to pay $82.5 million in cash for the benefit of members of the State Law Damages Class, and to institute significant prospective relief that unwinds some of the key conduct challenged as allegedly anticompetitive in this case for the benefit of the Injunctive Relief Class. Based on Plaintiffs' experts' evaluation of the data, the State Law Damages Class numbers in the hundreds of thousands of persons, and the Injunctive Relief Class comprises millions of individuals. Even without considering the substantial prospective relief, the settlement amount reflects a significant portion of the damages computed by Plaintiffs' damages economist (Dr. Maki) in her report that was submitted during the expert discovery period.

33. All State Law Damages Class members will receive payment from the settlement fund in accordance with Plaintiffs' proposed Plan of Allocation, which (1) divides the Net Settlement Fund into pools based on the category of eligible purchases made by the Damages Class relating to Competitions, Camps and Apparel, as established by Plaintiffs' expert

economists in the litigation; and (2) provides payments on a pro rata basis determined by the number of years an eligible Claimant made valid purchases in each category.

34. The Net Settlement Fund is the Settlement Fund Amount after deductions for (a) the expenses of the Settlement Administrator and the costs of notice to the proposed Settlement Classes; (b) any tax obligation incurred as a result of interest earned on the Settlement Fund Amount; and (c) Settlement Class Counsel's Fee and Cost Amount and any Class Representative service awards. Proposed Class Counsel intends to seek an award for attorneys' fees equal to one-third of the Settlement Fund Amount (i.e., approximately $27.5 million) and reimbursable litigation costs of $9,250,249.14. Proposed Class Counsel intend to seek service awards of $50,000 each for Jessica Jones and Christina Lorenzen and $25,000 for Amy Coulson.

35. The Parties also, on April 28, 2024, reached a confidential Supplemental Settlement Agreement, providing that Defendants would be entitled to a rescind the Proposed Settlement if class members comprising a certain significant share of the relevant sales during the Class Period timely and validly opted out of the Proposed Settlement. The parties will be providing that Supplemental Agreement to the Court *in camera* for its review.

36. I know of no separate agreements or conflicts that would affect the settlement amount, the eligibility of Class Members to participate in the Settlement, or the treatment of Class Members' claims.

37. Proposed Class Counsel have collectively prosecuted numerous antitrust class actions as lead counsel or in other leadership positions. It represents a fair arm's length resolution of a complex hard fought antitrust class action. The proposed Settlement results from a successful mediation, after two prior unsuccessful efforts. We have each personally negotiated many class and non-class litigation settlements. It is the opinion of Class Counsel that the

Settlement Agreement with Defendants in this case is fair, reasonable, and adequate and is in the best interests of the Settlement Classes. The Settlement avoids the delay and uncertainly of continued protracted litigation against Defendants, represented by many of the most qualified law firms in the United States. Jury trials are inherently risky and uncertain. Even if Plaintiffs were to be successful at trial, Plaintiffs would face lengthy and uncertain appeals. The Proposed Settlement provides substantial benefits to members of the Settlement Classes through compensation and injunctive relief, and thus, in our considered view, the Court should approve the settlement.

CONCLUSION

38. For the reasons set forth above and in the accompanying Memorandum of Law, I respectfully submit that under Rule 23(e), the Settlement's terms are fair, reasonable, and adequate in all respects and should be approved.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 13, 2024 in San Francisco, CA.

/s/ Joseph R. Saveri
Joseph R. Saveri

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 28th day of April 2024, by and among Defendants, as defined below, and Plaintiffs Jessica Jones, Christina Lorenzen, and Amy Coulson individually and as representatives of a class of consumers who indirectly paid Defendants for Competitive Cheer products and services in *Jones, et al. v. Varsity Brands, LLC, et al.*, Docket No. 2:20-cv-02892, currently pending before the Honorable Sheryl H. Lipman in the United States District Court for the Western District of Tennessee. Plaintiffs enter into this Settlement Agreement both individually and on behalf of the Settlement Classes, as defined below. This Settlement Agreement is intended by Defendants and Plaintiffs to fully, finally, and forever compromise, release, resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof and subject to the approval of the Court.

WHEREAS, Plaintiffs allege, among other things, that Defendants engaged in an unlawful exclusionary scheme to eliminate competition in the Competitive Cheer market and artificially raise prices for Competitive Cheer products and services, in violation of Sections 1, 2 and 3 of the Sherman Act, 15 U.S.C. §§ 1-3, and the antitrust and consumer protection laws of various states;

WHEREAS, Defendants deny each and all of Plaintiffs' claims and allegations of wrongdoing arising out of any of the conduct, statements, acts or omissions alleged in the Action; have not conceded or admitted any liability in this Action, or that they violated any duty owed to Plaintiffs or the Settlement Classes; further deny the allegations that Plaintiffs or any member of the Settlement Classes were harmed by any conduct by Defendants alleged in the Action or otherwise; have asserted defenses to each of Plaintiffs' claims; and intend to continue with a vigorous defense of this Action if this Settlement Agreement is not approved by the Court;

WHEREAS, Plaintiffs and Defendants have engaged in extensive discovery regarding the facts pertaining to the Settlement Classes' claims and Defendants' defenses;

WHEREAS, Plaintiffs and Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants or of the truth of any of the claims or allegations alleged in the Action;

WHEREAS, Plaintiffs have thoroughly analyzed the facts and law regarding the Action and have concluded that a settlement with Defendants according to the terms set forth below is fair, adequate, reasonable, and in the best interest of Plaintiffs and the Settlement Classes;

WHEREAS, despite their belief that they are not liable for the claims asserted against them in the Action, Defendants have decided to enter into this Settlement Agreement to avoid the expense, inconvenience, and distraction of burdensome and protracted further litigation, and thereby to put to rest this controversy with respect to the Settlement Classes and avoid the risks inherent in complex litigation;

WHEREAS, arm's-length settlement negotiations have taken place between Class Counsel and Defendants' Counsel, including through mediation;

WHEREAS, this Settlement Agreement, together with the Escrow Agreement, embodies all the terms and conditions of the settlement between Defendants and Plaintiffs, both individually and on behalf of the Settlement Classes; and

WHEREAS, the Parties have agreed to finalize this formal settlement agreement by April 28, 2024;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Settling Parties, in consideration of the covenants, agreements, and releases set forth herein, that the claims of Plaintiffs and the Settlement Classes be finally

and fully settled, compromised, released, and dismissed on the merits and with prejudice as to Defendants and the Releasees, without costs except as provided by this Settlement Agreement, upon and subject to the approval of the Court, following notice to the Settlement Classes, on the following terms and conditions:

DEFINITIONS

The following terms, as used in any part of this Settlement Agreement, shall have the following meanings:

a. "Action" means the action captioned *Jones, et al. v. Varsity Brands, LLC, et al.*, Docket No. 2:20-cv-02892-SHL-tmp, pending in the United States District Court for the Western District of Tennessee.

b. "Affiliates" means entities controlling, controlled by or under common control with another entity.

c. "Class Counsel" refers to Joseph Saveri Law Firm, LLP; PAUL LLP; Hartley LLP; Gustafson Gluek PLLC; and Turner Field, PLLC.

d. "Class Period" means the period beginning December 10, 2016, and ending March 31, 2024.

e. "Class Representatives" refers to Jessica Jones, Christina Lorenzen, and Amy Coulson.

f. "Complaint" means the operative Second Amended Class Action Complaint, filed in this Action on February 27, 2024 (ECF No. 576).

g. "Court" means the United States District Court for the Western District of Tennessee.

h. "Defendants" means Varsity Brands, LLC; Varsity Spirit, LLC; Varsity Spirit Fashion & Supplies, LLC (collectively, "Varsity"); U.S. All Star Federation, Inc. ("USASF"); Jeff Webb; Charlesbank Capital Partners LLC; Charlesbank Equity Fund VII, Limited Partnership; Charlesbank Equity Fund VIII, Limited Partnership; Charlesbank Equity Fund IX, Limited Partnership; Bain Capital Private Equity, LP; Bain

Capital Fund XII, L.P.; Bain Capital Fund (DE) XII, L.P.; and Bain Capital Fund (Lux) XII, SCSp.

i. "Defendants' Counsel" means Cleary Gottlieb Steen & Hamilton LLP; Baker, Donelson, Bearman, Caldwell & Berkowitz; Locke Lord LLP; Butler Snow LLP; Quinn Emanuel Urquhart and Sullivan, LLP; Milbank LLP; and Martin, Tate, Morrow & Marston, P.C.

j. "Effective Date" means the date on which all the following events and conditions have been met or have occurred:

i. All Settling Parties have executed this Settlement Agreement;

ii. The Court has entered an order granting final approval of this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and entered Final Judgment dismissing this Action with prejudice as to the Defendants; and

iii. The time for any person with standing to appeal or to seek permission to appeal from the Court's approval of this Settlement Agreement and entry of Final Judgment as to the Defendants has expired, or, if appealed, the Court's approval of this Agreement and the Final Judgment as to the Defendants have been affirmed or undisturbed in their entirety by the court to which such appeal is taken and such affirmance has become no longer subject to further appeal or review; provided, however, a modification or reversal on appeal of any Fee and Cost Amount awarded by the Court or the Plan of Allocation approved by the Court shall not be deemed a modification of all or part of the terms of this Settlement Agreement or the Final Judgment. Neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

k. "Escrow Account" means that escrow account to be established with a bank or trust company pursuant to the terms and conditions of the Escrow Agreement.

l. "Escrow Agent" means the bank or trust company that agrees to establish and maintain the Escrow Account pursuant to the terms of the Escrow Agreement.

m. "Escrow Agreement" means an escrow agreement in a form mutually satisfactory to the Escrow Agent, Settlement Classes, and Defendants.

n. "Fee and Cost Amount" means an amount to be sought by Class Counsel to provide payment of their reasonable attorneys' fees, reimbursement of their costs (including all costs related to settlement administration and notice to the Settlement Classes), and payment of service awards to the Class Representatives.

o. "Final Judgment" means a final order approving the Settlement Agreement under Federal Rule of Civil Procedure 23(e) and dismissing the Action and all claims therein against Defendants with prejudice as to all Settlement Classes Members, together with entry of a final judgment sufficient under Rule 58 of the Federal Rules of Civil Procedure. Notwithstanding the foregoing, the Settling Parties agree that the Court's determination of the Fee and Cost Amount, or modifications to any amounts of individual payments shall not affect whether a judgment or other order is deemed a Final Judgment.

p. "IRS" means the United States Internal Revenue Service.

q. "Person" means an individual or an entity.

r. "Released Claims" means those claims released pursuant to Paragraphs 10-15 of this Settlement Agreement.

s. "Releasees" refers jointly and severally, individually and collectively, to Defendants, and each of their former, past, and present, direct and indirect, parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and insurers, and their respective former, past, and present officers, directors, stockholders, members, general or limited partners, partnerships, employees, management companies, financial or investment advisors, co-investors, bankers, accountants, attorneys, executors, trusts, trustees, administrators, and anyone claiming by or through them, as identified in

Appendix A. The Releasees shall also include any direct or indirect majority or minority investor in any Releasee, as well as their respective past and present, direct and indirect, parents, subsidiaries, affiliates, divisions, predecessors, and successors, and their respective past and present officers, directors, stockholders, members, general or limited partners, partnerships, advisors (including financial or investment advisors), bankers, accountants, attorneys, executors, trusts, trustees, administrators, independent consultants, partners, and employees, and any fund or managed account managed or advised directly or indirectly by any Defendant or Releasee or its affiliates, and any entity that managed, manages, advised, or advises any fund or managed account that made a direct or indirect investment in any Releasee at any time and, as to each such entity, its past and present, direct and indirect, parents, subsidiaries, affiliates (including, but not limited to, management companies, funds, investment advisors, and investment entities), divisions, predecessors, and successors, and their respective past and present officers, directors, advisors, independent consultants, partners, and employees.

t. "Releasors" refers jointly and severally, individually and collectively to each of the Plaintiffs and the Settlement Class Members, and to their respective past and present officers, directors, employees, agents, shareholders, attorneys, servants, representatives, parent companies, subsidiaries, Affiliates, divisions, partners, insurers, receivers, and bankruptcy trustees and the predecessors, successors, heirs, executors, executives, administrators, beneficiaries, estates, and assigns of any of the foregoing.

u. "Settlement Administrator" means the entity approved by the Court to administer the Settlement Agreement according to its terms under the supervision of Class Counsel. Plaintiffs shall select the Settlement Administrator, subject to approval of the Court.

v. "Settlement Fund Amount" means eighty-two million five hundred thousand dollars ($82,500,000.00) payable in lawful money of the United States, and any interest earned on amounts held in the Escrow Account.

w. "Settlement Classes" means:

Injunctive Relief Class: All natural persons and entities in the United States that indirectly paid Varsity or any Varsity subsidiary or affiliate, from December 10, 2016, through March 31, 2024, for: (a) registration, entrance, or other fees and expenses associated with participation in one or more Varsity Cheer Competitions, including registration fees to USASF; (b) Varsity Cheer Apparel; (c) Varsity Cheer Camp Fees; or (d) accommodations at one or more Varsity Cheer Competitions, including registration fees to USASF.

State Law Damages Class: All natural persons and entities in Arizona, Arkansas, California, Connecticut, the District of Columbia, Florida, Hawaii, Idaho, Iowa, Kansas, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Washington, West Virginia, and Wisconsin, that indirectly paid Varsity or any Varsity subsidiary or affiliate, from December 10, 2016, through March 31, 2024, for: (a) registration, entrance, or other fees and expenses associated with participation in one or more Varsity Cheer Competitions; (b) Varsity Cheer Apparel; (c) Varsity Cheer Camp Fees; or (d) accommodations at one or more Varsity Cheer Competitions.

Excluded from the Settlement Classes are Defendants, their parent companies, subsidiaries and affiliates, officers, executives, and employees; Defendants' attorneys in this case, federal government entities and instrumentalities, states or their subdivisions, and all judges and jurors assigned to this case.

x. "Settlement Class Member" means any person who meets the "Settlement Classes" definition above and who has not timely and validly opted out of the settlement set forth in this Settlement Agreement.

y. "Settling Parties" means, collectively, Plaintiffs, on behalf of themselves and the Settlement Classes, and Defendants.

z. "Tax Expenses" means any tax payments, including interest and penalties due on income earned by the Settlement Fund Amount.

aa. "Varsity Cheer Apparel" shall mean any item of clothing, including footwear, or accessory sold by Varsity that was intended for, purchased for, or used in conjunction with competitive cheerleading.

bb. "Varsity Cheer Competitions" shall mean any cheer competition owned, hosted, sponsored by, and/or produced by Varsity.

cc. "Varsity Cheer Camp Fees" shall mean any money paid directly or indirectly for attendance at a cheerleading camp owned, hosted, sponsored by, and/or produced by Varsity.

A. Approval of This Settlement Agreement, Preliminary Approval, Notice, Final Approval and Judgment, and Dismissal of Claims

1. ***Best Efforts to Effectuate this Settlement.*** The Settling Parties shall use their best efforts to effectuate this Settlement Agreement and obtain a Court order that Defendants are excused from further proceedings in the Action, and Defendants shall cooperate in the Class Representatives' efforts to promptly seek and obtain the Court's preliminary and final approval of this Settlement Agreement and to secure the prompt, complete, and final dismissal with prejudice of the Action as to Defendants.

2. ***Settlement Classes Certification.*** The Settling Parties hereby stipulate for purposes of settlement only that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are satisfied, and, subject to Court approval, the Settlement Classes, as defined above, shall be certified for settlement purposes only. Defendants have not waived and expressly reserve the right to oppose class certification and to seek an appeal under Rule 23(f) of the Federal Rules of Civil Procedure of any order certifying a class other than the Settlement Classes. Nothing in this Settlement Agreement may be used in any judicial or administrative proceedings respecting the propriety of class certification other than for purposes of effectuating this Settlement Agreement. The Court's certification of the Settlement Classes is not and shall not be deemed to be the adjudication of any fact or issue for any purpose other than the accomplishment of the provisions of this Settlement Agreement and shall not be considered as law of the case, res judicata, or collateral estoppel in this or any other proceeding unless the Court has entered Final Judgment.

3. ***Motion for Preliminary Approval and Notice to Class.*** Unless modified by the Court, within fifteen (15) days from the date of execution of this Settlement

Agreement, Plaintiffs shall submit the executed Agreement to the Court with a motion for preliminary approval (the "Preliminary Approval Motion"). The Preliminary Approval Motion shall request entry of an order in form and substance mutually satisfactory to the Settling Parties, preliminarily approving the settlement, authorizing dissemination of notice to the Settlement Classes that includes notice of the opportunity to timely opt out, and scheduling a fairness hearing for final approval of the settlement. Additionally, Plaintiffs may seek an award of the Fee and Cost Amount.

4. ***Notice.*** Class Counsel shall, in accordance with Rule 23(c)(2) of the Federal Rules of Civil Procedure, and unless modified by the Court, direct the Settlement Administrator to provide the Settlement Classes with notice within thirty (30) calendar days after the Court's order granting the Preliminary Approval Motion (the "Preliminary Approval Order"), pursuant to Paragraph 17 of this Settlement Agreement. The Preliminary Approval Motion shall include the proposed form of, method for, and timetable for disseminating notice to the Settlement Classes and ask the Court to find that the proposed form of and method for dissemination of the notice to the Settlement Classes constitutes valid, due and sufficient notice to the Settlement Classes, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.

5. ***Dissemination of Notice.*** Class Counsel shall propose, and Defendants' Counsel shall not unreasonably oppose, that the Notice be disseminated using a methodology developed by the Settlement Administrator.

6. ***Settlement Administrator.*** The Settlement Classes shall retain a Settlement Administrator that shall, under the direction of Class Counsel, be responsible for the notice administration process, distribution of the Settlement Fund to the Settlement Classes, withholding and paying applicable taxes, and other duties as provided herein. Class Counsel shall obtain approval by the Court of the choice of Settlement Administrator. The Settlement Administrator shall sign and be bound by the Protective

Order entered in the Action. The fees and expenses of the Settlement Administrator shall be reimbursed out of the Settlement Fund Amount. Defendants shall provide funds for settlement administration in accordance with Paragraph 16(a). This amount shall be immediately available for reimbursement of actual costs, fees, and expenses related to providing notice to the Settlement Classes. Such costs, fees, and expenses related to providing notice to the Settlement Classes shall be paid exclusively from the Settlement Fund and shall not revert to Defendants under any circumstances.

7. ***Motion for Final Approval and Entry of Final Judgment.*** Not less than thirty-five (35) calendar days before the date set by the Court to hold a fairness hearing to consider whether this Settlement should be finally approved, Class Representatives shall submit, in consultation with Defendants, a Motion for Final Approval of the Settlement. Defendants shall not object to a Motion for Final Approval of the Settlement by the Court seeking the following:

a. Fully and finally approving this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Classes within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure and directing its consummation according to its terms and conditions;

b. Finding that the notice given to the Settlement Classes constitutes the best notice practicable under the circumstances and complies in all respects with the due, adequate, and sufficient notice requirements of Federal Rule of Civil Procedure 23, and meets the requirements of due process;

c. Directing that the Action and all claims therein be dismissed with prejudice and, except as provided for in this Settlement Agreement, without costs;

d. Discharging and releasing the Releasees from the Released Claims;

e. Permanently barring and enjoining the institution and prosecution, by any Settlement Class Member, of any other action against the Releasees based on the Released Claims;

f. Reserving continuing and exclusive jurisdiction over the settlement and this Settlement Agreement, including all future proceedings concerning the administration, interpretation, consummation, and enforcement of this settlement, to the United States District Court for the Western District of Tennessee;

g. Finding under Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason for delay and directing that the judgment of dismissal as to Defendants shall be final and entered forthwith; and

h. Requiring Class Counsel to file with the Clerk of the Court under seal a record with the names and addresses of individuals who timely opt out of the Settlement Classes and to provide a copy of the record to Defendants' Counsel.

No later than five (5) business days after the Court fully and finally approves this Settlement Agreement and its terms, Plaintiffs shall seek entry of Final Judgment of the Action.

8. ***Effect on Continued Proceedings against Defendants.*** On the date the Court enters an order preliminarily approving the Settlement Agreement, Plaintiffs and each Settlement Class Member, and anyone claiming through or on behalf of them, shall be barred and enjoined from commencing, instituting, continuing to prosecute, intervening in, participating in as class members or otherwise, or receiving any benefits or relief from any action or any proceeding against Defendants in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the Released Claims against the Releasees and any claims arising out of, relating

to, or in connection with the defense, settlement, or resolution of the Action or the Released Claims, except for claims relating to the enforcement of the terms of this Settlement Agreement.

9. ***Notification of Federal and State Officials.*** Defendants shall notify federal and state officials of the Settlement as specified in 28 U.S.C. §§ 1715(a) & (b).

B. Release and Discharge

10. ***Released Claims.*** In addition to the effect of the Final Judgment entered in the Action, on the Effective Date and in consideration of payment of the Settlement Fund Amount described in Paragraph 16 of this Settlement Agreement, the Releasees shall be fully, finally, and forever released, acquitted, and discharged from any and all manner of claims, demands, rights, actions, suits, and causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, injuries, attorneys' fees, judgments, liens, losses, debts, obligations, guarantees, indemnities, and obligations of every kind and nature in law, equity, or otherwise that Releasors, or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Releasees, jointly or severally, whether known or unknown, relating in any way whatsoever to the claims, demands, or causes of action asserted in the Action or arising out of the factual predicate alleged in the Second Amended Complaint filed in the Action. The Parties intend for this release to extinguish all claims that have been or could have been brought by the Releasors based on the matters set forth or otherwise alleged or referred to in the Second Amended Complaint filed in the Action. For the sake of clarity, the Settling Parties recognize and agree that (1) Released Claims shall include claims that are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, disclosed or undisclosed, contingent or accrued, regardless of the type or amount of relief or damages claimed; and (2) Released Claims shall include

any unknown claims regardless of whether, if known by Releasors, such claims might have affected this Settlement Agreement with Defendants and the release of the Releasees.

11. The Released Claims do not include any claim arising in the ordinary course between (a) any of the Releasees, on the one hand and (b) Plaintiffs, Settlement Class Members, or Releasors, on the other hand, for any product defect, breach of warranty, breach of contract, claim under the Uniform Commercial Code, claims for personal or bodily injury (including claims for sexual or emotional abuse, whether direct, indirect, or vicariously), claims for violation of ERISA, claims for discrimination, classification or misclassification, workplace safety, employee leave or benefits or claims under the WARN Act, or overtime pay under the Fair Labor Standards Act or similar state labor codes.

12. ***Covenant Not to Sue.*** Releasors, and anyone claiming through or on behalf of them, shall not sue or otherwise seek to establish liability against Defendants or any of the Releasees based, in whole or in part, on any of the Released Claims. Releasors acknowledge that they and Defendants each consider it to be a material term of this Settlement Agreement that all Releasors will be bound by the provisions of this paragraph.

13. ***Select Relinquishment of Rights.*** Upon final approval and entry of Final Judgment by the Court, Defendants waive and relinquish as against each Settlement Class Member any rights that they might otherwise have pursuant to arbitration agreements, forum selection clauses, or jury waiver clauses with respect to the Released Claims.

14. ***Waiver of California Civil Code Section 1542 and Similar Laws.*** The Releasors acknowledge that for the consideration received hereunder, it is their intention to release, and they are releasing all Released Claims, whether known or unknown. In furtherance of this intention, the Releasors expressly waive and relinquish, to the fullest extent permitted by law, any rights or benefits conferred by the provisions of California

Civil Code Section 1542 ("Section 1542") and similar statutes or common law principles in other states. The Releasors acknowledge that they have been advised by Class Counsel of the contents and effects of Section 1542, which provides:

> ***A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.***

15. ***Express Waiver of Rights.*** The provisions of the Release set forth above in Paragraph 10 shall apply according to their terms, regardless of provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction. The Releasors may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the Released Claims, but the Releasors hereby expressly waive and fully, finally, and forever relinquish any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release and covenant not to sue set forth in Paragraphs 10, 11, and 12.

C. <u>Settlement Consideration: Payment</u>

16. ***Settlement Payment.*** Defendants, jointly and severally, agree to pay the Settlement Fund Amount in the following installments:

a. A non-reversionary payment to cover the notice and settlement administration fees. Plaintiffs shall solicit a competitive bid for notice and settlement administration, select a vendor, and provide a good faith estimate of the cost to Defendants. This payment shall not exceed $2.5 million. This payment will be fully funded into the escrow account within thirty (30) calendar days from the later of

the date the Preliminary Approval Order is entered on the Court's docket and the date the amount is provided in writing to Defendants with accompanying documentation of the selected vendor.

b. The Balance of the Settlement Fund Amount (the "Settlement Fund Amount" less the amount disbursed under Paragraph 16(a) will be deposited into an Escrow Account within thirty (30) calendar days from the date the Court's Final Approval of the Settlement Agreement is no longer subject to appeal by anyone, including, for example, any objector to the Settlement. The Parties agree that they will not appeal the Court's Final Approval of the Settlement. The Parties agree that the deposit will be due even if an appeal is taken. Subject to Paragraph 16(c) of this Agreement, the Balance of the Settlement Fund, along with any accrued interest, will revert to Defendants in the event an appeal is successful.

c. For the avoidance of doubt, a modification or reversal on appeal of any Fee and Cost Amount awarded by the Court or of the Plan of Allocation approved by the Court shall not trigger any reversion of any portion of the Settlement Fund Amount, including the Balance of the Settlement Fund or any interest accrued thereon.

d. Neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the deadlines stated above in Paragraphs 16(a)-(b).

17. ***Notice, Fees, and Costs.*** Upon entry of the Court's order granting the Preliminary Approval Motion (the "Preliminary Approval Order"), Plaintiffs and the Settlement Administrator shall provide notice to the Settlement Classes as set forth in the

Preliminary Approval Order. Costs, fees, and expenses related to administering the settlement, including providing notice to the Settlement Classes, shall be paid out of the Settlement Fund Amount.

18. ***No Additional Payments by Defendants.*** Under no circumstances will Defendants or any of the Releasees be required to pay more than the Settlement Fund Amount, and under no circumstances shall this Settlement Agreement be construed to require Defendants or any of the Releasees to make any other payments.

19. ***No Other Discovery.*** From the date this Settlement Agreement is fully executed, neither Defendants nor Plaintiffs or any Settlement Class Member, shall file motions against the other or initiate or participate in any discovery, motion practice, or proceeding directly adverse to the other in connection with the Action, except as specifically provided for herein. Defendants and Plaintiffs shall not be obligated to respond or supplement prior responses to formal discovery that have been previously propounded by the other in the Action. Defendants shall retain the right, by motion or otherwise, to protect, or attempt to protect, from disclosure any and all documents and information designated as Confidential and/or Attorneys' Eyes Only under the Discovery Confidentiality Order in this Action (ECF No. 62). Plaintiffs shall not take a position regarding any such efforts.

D. <u>Settlement Fund Amount</u>

20. ***Exclusivity of Relief in Settlement Fund Amount.*** Each Settlement Class Member shall look solely to the Settlement Fund Amount for settlement and satisfaction, as provided herein, of all claims released by the Releasors under Paragraphs 10-15 herein. Except as provided by order of the Court after finally approving the Settlement Agreement, no Settlement Class Member shall have any interest in the Settlement Fund Amount or any portion thereof. Service awards to Class Representatives may be ordered or authorized by the Court and paid from the Settlement Fund Amount. Any payment or lack of payment of service awards shall have no effect on the finality of the Settlement

Agreement or the claims released by the Releasors under Paragraphs 10-15 of this Settlement Agreement.

21. ***Escrow Fund Interest.*** Payments into the Escrow Account may, when made, be invested in instruments secured by the full faith and credit of the United States, and any interest earned thereon shall add to and become part of the Settlement Fund Amount.

22. ***Allocation of Settlement Fund Amount***. All Settlement Class Members will receive payment from the Settlement Fund Amount and shall only be excluded from receiving payment if they timely and validly opt out in accordance with the procedures set forth in the notice served on the Settlement Classes, subject to approval by the Court. Allocating the Settlement Fund Amount among the Settlement Classes shall be based on a Plan of Allocation approved by the Court and implemented by the Settlement Administrator. The proposed Plan of Allocation shall also comply with Paragraph 32. Defendants reserve and retain any and all legal rights to object to or otherwise respond to the Plan of Allocation proposed by Plaintiffs and/or to propose their own Plan of Allocation to the Court.

23. ***No Liability for Distribution of Settlement Fund Amount.*** Except as provided in Paragraph 16, neither Defendants nor any of the Releasees shall have any responsibility for, financial obligation for, or liability whatsoever with respect to the investment, distribution, use, or administration of the Settlement Fund Amount, including, but not limited to, the costs and expenses of such investment, distribution, or administration. Defendants, and Releasees shall likewise have no responsibility for, financial obligation for, or liability whatsoever with respect to distribution of the Settlement Fund Amount. Defendants shall not be responsible or otherwise liable for any disputes relating to the amount, allocation, or distribution of any attorneys' fees, costs, or service awards.

24. ***Distribution of Settlement Fund Amount.*** After the Effective Date, the Settlement Fund Amount will be distributed in accordance with the Court's orders and this Settlement Agreement, including a Plan of Allocation that Class Counsel shall submit at the appropriate time for approval by the Court.

25. ***No Opt-Out Reduction.*** There shall be no reduction of the Settlement Fund by reason of any Settlement Class Member timely and appropriately opting out of the Settlement.

E. Attorneys' Fees and Reimbursement of Costs; Service Awards

26. Class Counsel may, in its sole discretion, seek an award of the Fee and Cost Amount at the time of filing the Preliminary Approval Motion or at such later time as Class Counsel deems appropriate. Attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund plus accrued interest at the same net rate as is earned by the Settlement Fund, if, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or cost award is reduced or reversed.

27. Any order or proceeding relating to any application for, or approval of, the Fee and Cost Amount, the pendency of any such application, or any appeal or review of an order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Final Judgment.

28. Class Counsel shall have sole authority to determine the allocation of attorneys' fees awarded by the Court. Defendants and the Releasees shall have no responsibility for and no liability whatsoever with respect to the division of attorneys' fees and expenses among Class Counsel, and any negotiation or dispute among Class Counsel in that regard shall not operate to terminate or cancel this Settlement Agreement

or affect or delay the finality of the Final Judgment. Defendants and the Releasees shall have no responsibility for and no liability whatsoever with respect to any payment to Class Counsel or to any other counsel representing any Plaintiff or any member of the Settlement Classes or to any other Person who may assert some claim thereto or to any other fee and expense award that the Court may make in this Action, other than as set forth in this Settlement Agreement.

29. ***Service Awards***. Class Counsel may seek Court approval for service awards to the Class Representatives to compensate them for their participation in this Action. Such service awards shall be paid out of the Settlement Fund Amount after Court approval and the Effective Date, and in no event shall Defendants or any of the Releasees be obligated to pay anything in addition to the Settlement Fund Amount.

F. Disbursement of the Settlement Fund Amount

30. Disbursements of the Settlement Fund Amount may be distributed to Settlement Class Members in accordance with a Plan of Allocation subject to approval by the Court.

31. The Settlement Fund shall be applied to pay Settlement Class Members their share of the Settlement Fund Amount according to the Plan of Allocation after the following deductions have been made:

a. the costs of all required notices and settlement administration;

b. any tax obligation incurred as a result of interest earned on the Settlement Fund Amount; and

c. Class Counsel's Fee and Cost Amount and any Class Representative service awards in the amount awarded by the Court.

32. ***Balance Remaining in Settlement Fund Amount; No Reversion.*** If monies remain from the Settlement Fund Amount following all distribution efforts approved by the Court (whether by reason of tax refunds, uncashed checks, or otherwise), that cannot be economically or efficiently distributed to certain Settlement Class

Members (because of the costs of distribution as compared to the amount remaining), Class Counsel shall, with the agreement of Defendants, make an application to the Court for such sums to be used to make cy pres payments for the benefit of the members of the Settlement Classes.

G. Settlement Consideration: Prospective Relief

33. Defendants agree to maintain, for a period of five (5) years from the date of execution of this Settlement Agreement, the following conduct:

a. Varsity will not condition a Competitive Cheer athlete or team's eligibility to compete at an end-of-season championship competition on prior participation at a Varsity-owned Cheer Camp. To the extent that Varsity continues to require completion of Varsity's Squad Credentialing Program for attendance at such a competition, it will make such credentialing available without requiring attendance at a camp at a reasonable cost to teams or participants seeking Squad Credentialing.

b. Varsity will not offer or require exclusive purchasing arrangements as a condition for participation in the Varsity Family Plan, Network Program, or any rebate or discount program relating to Cheer Competitions.

c. Varsity will not require participants in 35% or more of its Cheer Competitions to stay at Varsity-approved accommodations as a prerequisite to their participation in Varsity-owned Cheer Competitions, including, without limitation, through Varsity's Stay to Play or Stay Smart programs.

d. USASF will not disclose to any of its event producer members confidential information regarding cheer competition schedules or attendance records shared with USASF by another event producer

member that is affirmatively identified by that event producer member as "confidential" and either "not to be shared with any other USASF member" or other similar language. "Confidential information" does not include, without limitation, information that is publicly known at the time of disclosure to USASF or when it becomes publicly known at no fault of USASF (which may include through disclosure at a USASF Board or committee meeting), information that USASF learns from another source not subject to any confidentiality limitations, or information that is shared with USASF with the purpose or understanding that it will be shared with other members. For the purpose of effectuating this provision, within thirty days after the Court's Final Approval of the Settlement, USASF will provide notice to its event producer members that (1) they have the choice to designate any information shared with USASF as "confidential" and "not to be shared with any other USASF member"; (2) to exercise such choice, they must affirmatively identify the information as "confidential" and either "not to be shared with any other USASF member" or words to that effect in writing contemporaneous with their submission of such information to USASF; and (3) that any information shared with the USASF that is not so designated as confidential may be publicly disclosed or used for any legitimate USASF purpose. USASF will subsequently provide a similar such notice to its event producer members and applicants at or around the time that it circulates event producer membership applications each year.

e. Within sixty days after final approval of this Settlement Agreement, Varsity will confirm to Class Counsel in writing that it

has implemented the provisions of Paragraphs 33(a)-(c) above, and USASF will confirm to Class Counsel that it has implemented the provision in Paragraph 33(d) above.

H. Rescission of the Settlement Agreement

34. ***Option to Rescind.*** If (a) this Settlement Agreement is not approved by the Court in substantially the form drafted and agreed upon by the Parties, including certification of the Settlement Classes; or (b) if any material objections to the Settlement Agreement are sustained by the Court; or (c) if final approval of this Settlement does not occur and the Court does not enter the Final Order and Judgment substantially in the form agreed to by the Parties; then Defendants and Class Representatives shall each, in their respective sole discretion, have the option to rescind this Settlement Agreement in its entirety by providing written notice to the undersigned counsel, by personal delivery, email, or by overnight courier within ten (10) business days of an Order by the Court satisfying any of the preceding conditions in this paragraph. A modification or reversal on appeal of the Fee and Cost Amount awarded by the Court, the Class Representatives' service awards, or the Plan of Allocation shall not be deemed a modification of this Settlement Agreement or the Final Judgment and shall not provide an option to rescind under this paragraph.

35. ***Supplemental Agreement.*** Defendants shall have the option to rescind this Agreement if a certain number of potential Settlement Members timely exclude themselves from the Settlement Classes as set forth in a confidential agreement which shall not be filed on the docket of this Action (the "Supplemental Agreement"). Notwithstanding that the Settling Parties have agreed to bring the substantive content of the Supplemental Agreement to the attention of the Court in a confidential letter to the Court, the Settling Parties shall keep the terms of the Supplemental Agreement confidential, except if compelled by judicial process to disclose the Supplemental Agreement.

36. ***Effect of Rescission Pursuant to Paragraphs 34 and 35.*** If the Settlement Agreement is rescinded, canceled, or terminated pursuant to either Paragraph 34 or Paragraph 35, any and all obligations pursuant to this Settlement Agreement shall cease immediately. In no event, however, shall any funds deposited pursuant to Paragraph 6 for notice and/or administration be refunded.

37. ***Use of Agreement as Evidence.*** This Settlement Agreement, regardless of whether it shall become final, and any and all negotiations, documents, and discussions associated with it, shall be governed by Rule 408 of the Federal Rules of Evidence and shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants or of the truth of any of the claims or allegations made in the Action, and evidence thereof shall not be admissible or used directly or indirectly in any way in the Action or in any other action or proceeding, except an action to enforce or interpret the Settlement Agreement. The parties expressly reserve all of their rights if this Settlement does not become final in accordance with the terms of this Settlement Agreement.

I. Taxes

38. ***Responsibility regarding Taxes.*** Class Counsel shall be solely responsible for directing the Settlement Administrator to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund Amount. Further, Class Counsel shall be solely responsible for directing the Escrow Agent to pay from the Settlement Fund, as and when legally required, any and all Tax Expenses. Class Counsel shall be entitled to direct the Escrow Agent in writing to pay customary and reasonable Tax Expenses, including reasonable professional fees and expenses incurred in connection with carrying out their responsibilities as set forth in this paragraph, from the Settlement Fund by notifying the Escrow Agent in writing. Defendants and the Releasees shall have no responsibility to make any tax filings or tax payments relating in any way to payments made pursuant to this Settlement Agreement.

39. ***Settlement Administrator is IRS Administrator.*** For purposes of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "Administrator" of the Escrow Account shall be the Settlement Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Escrow Account (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)).

40. ***Treatment of Escrow Account.*** The Settling Parties shall treat, and shall cause the Settlement Administrator to treat, the Escrow Account as being at all times a "qualified settlement fund" ("QSF") within the meaning of Treas. Reg. § 1.468B-1. The Settlement Fund Amount will be invested in instruments secured by the full faith and credit of the United States or an interest bearing or non-interest bearing deposit obligation of Citibank N.A. insured by the Federal Deposit Insurance Corporation to the applicable limits, and any interest earned (or negative interest) thereon shall become part of (or paid from) the Settlement Fund Amount. Defendants shall be the "transferor" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund Amount or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Settlement Administrator shall be the "administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Defendants and the Settlement Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification

as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

41. ***Treatment of Escrow Account as QSF.*** The Settling Parties, their counsel, the Settlement Administrator, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the Escrow Account as a QSF. In addition, the Settlement Administrator and, as required, the parties shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-l(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Escrow Account being a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1.

42. ***Settlement Fund Amount Interest.*** Interest earned by the Settlement Fund Amount shall be for the benefit of the Settlement Classes.

43. ***Tax Withholding and Reporting.*** Disbursements from the Settlement Fund Amount for the payment of any taxes shall be made by the Escrow Agent in accordance with all applicable state and federal statutes and regulations.

J. Miscellaneous

44. ***Objections.*** The procedures and requirements regarding Settlement Class Members' rights and options, including filing objections in connection with and/or appearing at the fairness hearing, are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Members' objections to the Settlement Agreement, in accordance with such Settlement Class Member's due process rights. The Settling Parties will request that the Preliminary Approval Order further

provide that objectors who fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the fairness hearing, nor shall their objections be considered by the Court.

45. ***Headings.*** The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning of this Settlement Agreement.

46. ***No Party Deemed to Be the Drafter.*** None of the parties hereto shall be deemed 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.

47. ***Entire Agreement.*** This Settlement Agreement constitutes the entire agreement as between the Settling Parties pertaining to the settlement of the Action and supersedes any and all prior and contemporaneous undertakings of the Settling Parties in connection therewith. This is an integrated agreement. This Settlement Agreement may be modified or amended only by a writing executed by Class Counsel and Defendants' Counsel and approved by the Court.

48. ***Determination of Illegal, Invalid, or Unenforceable Provision.*** With the exception of Paragraphs 10-15 of this Settlement Agreement, if any one or more of the provisions of this Settlement Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision if Defendants' Counsel and Class Counsel mutually agree to proceed as if such illegal, invalid, or unenforceable provision had never been included in the Settlement Agreement. If any portion or all of Paragraphs 10-15 of this Settlement Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, Class Representatives and Defendants shall each, in their sole discretion, have the option to rescind this Settlement Agreement in its entirety by providing written notice

to the undersigned counsel, by personal delivery, email, or by overnight courier within ten (10) business days of such holding.

49. ***Retention of Rights***. Defendants retain their rights under the Protective Order in this Action (ECF No. 62) to seek to maintain the confidentiality of any of their documents so designated, including with respect to any appeal in the Action. Plaintiffs will not take a position regarding any such efforts.

50. ***Choice of Law.*** All terms of this Settlement Agreement shall be governed and interpreted according to the substantive laws of Tennessee without regard to its choice of law or conflict of laws principles.

51. ***Consent to Jurisdiction.*** The Court retains exclusive jurisdiction over all matters relating to the implementation, enforcement, and performance of the Settlement Agreement. The Settling Parties hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or related to this Settlement Agreement or the applicability or interpretation of this Settlement Agreement, including without limitation any suit, action, proceeding, or dispute relating to the Released Claims and Paragraphs 10-15 of this Settlement Agreement.

52. ***Execution in Counterparts.*** This Settlement Agreement may be executed in counterparts by Class Representatives and Defendants, and a PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement and so executed shall constitute one agreement.

53. ***Binding Effect***. This Settlement Agreement shall be binding on, and inure to the benefit of, the heirs, successors, and assigns of the Settling Parties. Without limiting the generality of the foregoing, each and every covenant and agreement herein shall be binding on all Settlement Class Members and all Releasees and Releasors.

54. ***Timeframe.*** To the extent that any timeframe set out in this Settlement Agreement is ambiguous, said ambiguity shall be resolved by applying the convention contained in Rule 6 of the Federal Rules of Civil Procedure.

55. ***Confidentiality of Settlement Negotiations***. Class Counsel shall keep strictly confidential and not disclose to any third party, including specifically any counsel representing any other current, future, or former party to the Action, any non-public information regarding the Settling Parties' negotiation of the settlement or the Settlement Agreement, except that the Settling Parties may file under seal any documents concerning this settlement or the negotiation of the Settlement Agreement in connection with a motion or proceeding to enforce or contest the terms of this Settlement Agreement. Information contained within this Settlement Agreement shall be considered public. After Preliminary Approval, the Settling Parties reserve the right to issue a press release regarding execution of the Settlement Agreement and the amount paid in connection with the Settlement Agreement. The Settling Parties agree that before Preliminary Approval of the Settlement Agreement, they shall not publish, issue, or cause to be issued any such press release concerning the Settlement Agreement. In response to media inquiries, the Settling Parties, and their counsel, agree to limit their response to "the parties have reached an agreement to settle the matter." However, the Settling Parties agree that nothing in this paragraph precludes or limits Defendants from communicating with their employees, limited partners, investors, or insurers about the Settlement Agreement as they deem appropriate in their sole discretion, and as contemplated by the prospective relief provisions in Paragraph 33 of this Settlement Agreement.

56. ***Notices.*** Any notice or other communication required or permitted to be delivered to any party under this Settlement Agreement shall be in writing and shall be deemed properly delivered, given, and received when delivered either by hand, by registered mail, by courier or express delivery service, or by electronic mail, (or to such

other address or electronic mail address, as such party shall have specified in a written notice given to the other parties):

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IN WITNESS WHEREOF, the Settling Parties hereto have agreed to this Settlement Agreement as of the date first herein written above.

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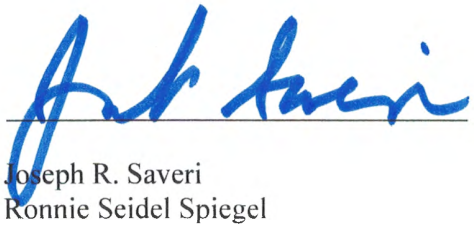

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APPENDIX A

Varsity Brands, LLC
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Hercules Achievement Holdings, LLC (Delaware)
Hercules Achievement, LLC (Delaware)
Hercules VB Holdings, LLC (Delaware)
Varsity Brands Holding CO., LLC (Indiana)
Varsity Spirit LLC
Varsity Spirit Fashions & Supplies, LLC
BCPE Hercules Holdings, LP (Delaware)
BCPE Hercules VB Topco, Inc. (Delaware)
BCPE Hercules Achievement Topco, Inc. (Delaware)
U.S. All Star Federation, Inc.
Bain Capital, LP
Bain Capital Private Equity
Bain Capital Fund XII, L.P.
BCIP Associates V, LP
Bain Capital Fund (Lux) XII, SCSp
Bain Capital Fund (DE) XII, L.P.
BCIP Associates V-B, LP
Randolph Street Ventures, L.P. 2018-88
Charlesbank Capital Partners, LLC
Charlesbank Associates Fund IX, Limited Partnership
Charlesbank Equity Fund VIII, Limited Partnership
Charlesbank Equity Fund VII, Limited Partnership
CB Offshore Equity Fund VIII, L.P.
CB Offshore Equity Fund VII, L.P.
CB Parallel Fund VII, Limited Partnership
Charlesbank Equity Coinvestment Fund VIII, Limited Partnership
Charlesbank Equity Coinvestment Fund VII, Limited Partnership
CB Associates Fund VIII, Limited Partnership
Charlesbank Equity Fund IX, Limited Partnership
CB Offshore Equity Fund IX, Limited Partnership
Charlesbank Executives Fund IX, Limited Partnership
CB Hercules Holdings, LLC
Charlesbank Equity Fund IX GP, Limited Partnership
Charlesbank Equity Fund VIII GP, Limited Partnership
Charlesbank Equity Fund VII GP, Limited Partnership
Charlesbank Capital Partners, LP
Jeff Webb

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

JESSICA JONES and CHRISTINA LORENZEN on Behalf of Themselves and All Others Similarly Situated, Plaintiffs, v. VARSITY BRANDS, LLC; VARSITY SPIRIT, LLC; VARSITY SPIRIT FASHION & SUPPLIES, LLC; U.S. ALL STAR FEDERATION, INC.; JEFF WEBB; CHARLESBANK CAPITAL PARTNERS LLC; CHARLESBANK EQUITY FUND VII, LIMITED PARTNERSHIP; CHARLESBANK EQUITY FUND VIII, LIMITED PARTNERSHIP; CHARLESBANK EQUITY FUND IX, LIMITED PARTNERSHIP; BAIN CAPITAL PRIVATE EQUITY, LP; BAIN CAPITAL FUND XII, L.P.; BAIN CAPITAL FUND (DE) XII, L.P.; and BAIN CAPITAL FUND (LUX) XII, SCSP, Defendants.	Case No. 2:20-cv-02892-SHL-tmp

DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP LLC
RE: THE PROPOSED NOTICE PLAN

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC ("Angeion"). Angeion specializes in designing, developing, analyzing, and implementing large-scale, unbiased, legal notification plans.

2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.

3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most

complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau ("IAB"), and I am co-author of the Digital Media section of Duke Law's *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion's executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include antitrust, data breach, mass disasters, product defect, false advertising, employment discrimination, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over $15 billion to class members. The executive profiles as well as the company overview are available at www.angeiongroup.com.

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. Angeion has extensive experience administering landmark settlements involving some of the world's most prominent companies, including:

In re: Facebook, Inc Consumer Privacy User Profile Litigation
Case No. 3:18-md-02843-VC (N.D. Cal.)
Meta agreed to pay $725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023, Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, "I was kind of blown away by how many people made claims."

In re: Apple Inc. Device Performance Litigation
Case No. 5:18-md-02827-EJD (N.D. Cal.)
Apple agreed to pay $310 million to settle allegations of diminished performance in iPhone 6's and 7's. Angeion's direct notification efforts were recognized as reaching 99%+ of the current and former owners of 129 million class devices. Millions of claims were processed.

City of Long Beach, et al. v. Monsanto, et al.
Case No. 2:16-cv-03493-FMO-AS (C.D. Cal.)
Bayer agreed to pay $650 million to settle allegations of waterbodies impaired by PCBs. Angeion's notice administration was extraordinarily successful with 99.7% of the class delivered direct notice. The claims administration includes multiple complex claims filing workflows for different funding allocations, including separate fund for "special needs" claimants.

Beckett v. Aetna Inc.
Case No. 2:17-cv-03864-JS (E.D. Pa.)
A consolidated data breach class action that arose from the improper disclosure of Protected Health Information by a health insurer and previous claims administrator, including confidential HIV-related information. Angeion provided specialized training

to our support team concerning the sensitive nature of the case and underlying health information. Angeion implemented robust privacy protocols to communicate with and verify the claims of the affected class members, including anonymized notice packets and allowing claimants to lodge objections under pseudonyms.

12. Additionally, and more specifically, Angeion will leverage its experience in administering the *Fusion Elite All Stars, et al., v. Varsity Brands, LLC, et al.* (the "*Fusion* Action") direct purchaser settlement to maximize administrative efficiencies in the instant Settlement.

DATA SECURITY & INSURANCE

13. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We are ever improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

14. Angeion's privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

15. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

16. Further, our team conscientiously monitors the latest compliance requirements, such as

GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

17. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

SUMMARY OF THE NOTICE PLAN

18. This declaration will describe the Notice Plan that, if approved by the Court, Angeion will implement in this matter, including the considerations that informed the development of the plan and why it will provide due process to the Settlement Class.

19. The proposed Notice Plan is strategically designed to provide notice to Class Members utilizing a combination of traditional and state-of-the-art notice tactics, including: (1) Direct notice via email to all reasonably identifiable Class Members; (2) Direct notice via mail to all reasonably identifiable Class Members; (3) Digital and social media campaign ("Media Notice"); (4) Trade-specific media and publication campaign ("Trade Media & Publication Notice"); (5) posted notice in direct purchaser All Star Cheer gyms ("Posted Notice"); and (6) The issuance of a press release.

20. The Notice Plan also provides for the implementation of a dedicated Settlement Website and a toll-free telephone line where Class Members can learn more about their rights and options pursuant to the terms of the Settlement. Angeion will also monitor social media traffic regarding the Settlement to provide accurate and correct information, as appropriate.

21. As discussed in greater detail below, the Media Notice component of the Notice Plan is designed to deliver an approximate 80.35% reach with an average frequency of 3.24 times. This

number is calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It is further verified by sophisticated media software and calculation engines that cross reference which media is being purchased with the media habits of our specific Target Audience (defined below). What this means in practice is that 80.35% of our Target Audience will see a digital advertisement concerning the Settlement an average of 3.24 times each. The 80.35% reach is separate from the various other notice methods outlined above.

22. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a "high percentage" and is within the "norm." Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, "Managing Class Action Litigation: A Pocket Guide or Judges," at 27 (3d Ed. 2010).

EMAIL NOTICE

23. As part of the Notice Plan, Angeion will send notice of the Settlement via email to Class Members who have valid email addresses included in the Settlement Class data provided to Angeion. *See* **Exhibit B**.

24. Angeion follows best practices to both validate emails and increase deliverability. Specifically, prior to distributing the email notice, Angeion will subject the email addresses to a cleansing and validation process. The email cleansing process removes extra spaces, fixes common typographical errors in domain names, and corrects insufficient domain suffixes (*e.g.*, gmal.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.). The email addresses will then be subjected to an email validation process whereby each email address will be compared to known bad email addresses.[1] Email addresses that are not designated as a known bad address will then be further verified by contacting the Internet Service Provider ("ISP") to determine if the email address exists.

25. In addition, the email notice will be designed to avoid many common "red flags" that might otherwise cause the recipient's spam filter to block or identify the email notice as spam. For example,

[1] Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

the email notice will not include attachments which are often interpreted by various Internet Service Providers ("ISP") as spam.

26. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

27. At the completion of the email campaign, Angeion will report to the Court concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the Court will possess a detailed, verified account of the success rate of the entire direct email notice campaign.

MAILED NOTICE

28. As part of the Notice Plan, Angeion will send the notice of the Settlement to Class Members that have mailing addresses included in the Settlement Class data provided to Angeion. Notice will be sent via United States Postal Service ("USPS") first-class mail, postage pre-paid. *See* **Exhibit C**.

29. In administering the Notice Plan in this action, Angeion will employ best practices to increase the deliverability rate of the mailed Notices. Angeion will cause the mailing address information for members of the Class to be updated utilizing the USPS National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS.

30. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.

31. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety

of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

32. Notices will be re-mailed to Class Members for whom updated addresses were obtained via the skip tracing process.

MEDIA NOTICE

Programmatic Display Advertising

33. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising (internet banner advertisements) to provide notice of the Settlement to Class Members. Programmatic Display Advertising is the leading method of buying digital advertisements in the United States.[2] The media notice outlined below is strategically designed to provide notice of the Settlement to Class Members by driving them to the dedicated Settlement Website where they can learn more about the Settlement, including their rights and options.

34. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2022 comScore Multi-Platform/MRI Simmons USA Fusion[3] to profile the Settlement Class and arrive at an appropriate Target Audience based on criteria pertinent to this Settlement. Specifically, the following syndicated research definition was used to profile potential Class Members:

- **Leisure Activities - How Often Engaged In: Attend/Coach youth sports event**

[2] Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. Programmatic digital display ad spending in the United States exceeded $135 billion in 2023 and is forecasted to approach $180 billion in ad spending by 2025. *See* https://www.insiderintelligence.com/content/programmatic-ad-spending-set-reach-nearly-180-billion-by-2025.

[3] GfK MediaMark Research and Intelligence LLC ("GfK MRI") provides demographic, brand preference and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. ("comSCORE") is a leading cross-platform measurement and analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE's proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, including the United States, serving over 3,200 clients worldwide.

Participated in last 12 months and

- **Who is the Parent of Children Under 18 Living in the household: Respondent**.

35. Based on the Target Audience definition used, the size of the Target Audience is approximately 8,138,000 individuals in the United States. It is important to note that the Target Audience is distinct from the class definition, as is commonplace in class action notice plans. Utilizing an overinclusive proxy audience maximizes the efficacy of the Notice Plan and is considered a best practice among media planners and class action notice experts alike. Using proxy audiences is also commonplace in both class action litigation and advertising generally.[4]

36. Additionally, the Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and attitudes of the consumers that they are seeking to reach.[5] Using this form of objective data will allow the Parties to report the reach and frequency to the Court with confidence that the reach percentage and the number of exposure opportunities comply with due process and exceed the Federal Judicial Center's threshold as to reasonableness in notification programs. Virtually all professional advertising agencies and commercial media departments use objective syndicated data tools, like the ones described above, to quantify net reach. Sources like these guarantee that advertising placements can be measured against an objective basis and confirm that the reporting statistics are not overstated. Objective syndicated data tools are ubiquitous tools in a media planner's arsenal and are regularly accepted by courts in evaluating the efficacy of a media plan or its component parts. Understanding the socioeconomic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target.

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[4] If the total population base (or number of class members) is unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

[5] The notice plan should include an analysis of the makeup of the class. The target audience should be defined and quantified. This can be established through using a known group of customers, or it can be based on a proxy-media definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine a population base. *Id.* at 56.

37. Here, the Target Audience has been reported to have the following characteristics:

- 93.70% are ages 25-54, with a median age of 41.2 years old;
- 56.81% are female;
- 79.76% are married;
- 100% have children;
- 47.98% have received a bachelor's or post-graduate degree;
- 66.28% are currently employed full time;
- The average household income is $123,180; and
- 91.19% have used social media in the last 30 days.

38. To identify the best vehicles to deliver messaging to the Target Audience, the media quintiles, which measure the degree to which an audience uses media relative to the general population, were reviewed. Here, the objective syndicated data shows that members of the Target Audience spend an average of approximately 27.2 hours per week on the internet.

39. Given the strength of digital advertising, as well as our Target Audience's consistent internet use, we recommend using a robust internet advertising campaign to reach Class Members. This media schedule will allow us to deliver an effective reach level and frequency, which will provide due and proper notice to the Settlement Class.

40. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique uses data methods to build a look-a-like audience against known Class Members.
- Predictive Targeting: This technique allows technology to "predict" which users will be served by the advertisements about the Settlement.
- Context Targeting: This technique uses technology and data to serve the impressions to the intended audience on sites with relevant topics and/or articles.
- Site Retargeting: This technique is a targeting method used to reach potential Class Members who have already visited the dedicated Settlement Website while they browsed other pages. This allows Angeion to provide potential Class Members sufficient exposure to an advertisement about the Settlement.

41. To combat the possibility of non-human viewership of digital advertisements and to verify effective unique placements, Angeion employs Oracle's BlueKai, Adobe's Audience Manger and/or Lotame, which are demand management platforms ("DMP"). DMPs allow Angeion to learn more about the online audiences that are being reached. Further, online ad verification and security providers such as Comscore Content Activation, DoubleVerify, Grapeshot, Peer39 and Moat will

be deployed to provide a higher quality of service to ad performance.

Social Media Notice

42. The Notice Plan also includes a comprehensive social media campaign strategically designed to leverage the Target Audience's consistent use of social media.[6] The social media campaign will provide notice of the Settlement via leading social media platforms in the United States: Facebook, Instagram, X, and TikTok.[7]

43. The social media campaign uses an interest-based approach, which focuses on the interests that users exhibit while on these social media platforms, to engage with the Target Audience via their respective desktop sites, mobile sites, and mobile apps. Additionally, specific tactics will be implemented to further qualify and deliver impressions to the Target Audience. *Look-a-like modeling* allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure the Notice Plan messaging is delivered to the proper audience. *Conquesting* allows ads to be served in relevant placements to further alert potential Class Members.

44. The social media campaign will coincide with the programmatic display advertising portion of the Media Notice and are designed to deliver approximately twenty-one (21) million impressions. To ensure that notice is being delivered to the desired Target Audience, media results are continually monitored, and real-time adjustments are made throughout the campaign. For example, Angeion adjusts for which website types, times of day, banner ad locations, and banner ad sizes are most effective. As we continue to intake data and adjust for those variables, the program continues to be optimized for effective performance.

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[6] As reported in paragraph 37 herein, 91.19% of the Target Audience have used social media in the last thirty (30) days.

[7] In the United States in 2023, Facebook had a reported 243.58 million users, and Instagram had a reported 150.99 million users, X/Twitter had a reported 95.4 million users, and TikTok had approximately 102.3 million users. *See*
https://www.statista.com/statistics/408971/number-of-us-facebook-users
https://www.statista.com/statistics/293771/number-of-us-instagram-users
https://www.statista.com/statistics/242606/number-of-active-twitter-users-in-selected-countries
https://www.statista.com/statistics/1100836/number-of-us-tiktok-users

Paid Search Campaign

45. The Notice Plan also includes a paid search campaign on Google to help drive Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website. Paid search ads will complement the programmatic and social media campaigns, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject matter of the litigation. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the Settlement, litigation or other terms related to the Settlement, that individual could be served with an advertisement directing them to the Settlement Website.

TRADE MEDIA & PUBLICATION NOTICE

46. In addition to the direct notice and media notice efforts, the Notice Plan includes a strategic and multifaceted trade media and publication notice campaign that focuses on cheerleading-specific mediums to reach the cheerleading audience.[8]

47. Notice via Inside Cheerleading will feature publication notice (one-half page black & white advertisement (*see* **Exhibit D**)), digital banner advertisements, and an e-newsletter sponsorship.

48. Notice of the Settlement will further be disseminated via internet banner advertisements on cheerleading-focused websites such as cheerupdates.com, fierceboard.com, and cheertheory.com.

49. Notice of the Settlement via Reddit[9] message boards will be used to further create awareness of the Settlement amongst our cheerleading audience.

POSTED NOTICE

50. Under the Notice Plan, a poster-size version of the short-form notice (11" x 17") will be sent to each of the All Star Cheer gyms to whom direct notice was disseminated in the *Fusion*

[8] Alternative, similar publications/industry websites may be utilized based on timing and availability.

[9] It has been reported that Reddit had approximately 190.77 million users in the United States in 2023. *See* https://www.statista.com/forecasts/1145591/reddit-users-in-the-united-states.

Action, along with a request to post the notice in a highly visible area where State Law Damages Class Members are most likely to view the notice. *See* **Exhibit E**.

PRESS RELEASE

51. The Notice Plan includes the issuance of a press release to be distributed over PR Newswire (or a similar press release distribution service) to further diffuse news of the Settlement. The press release will help garner "earned media" (i.e., other media outlets and/or publications will report the story) separate and apart to supplement the notice efforts outlined herein which will lead to increased awareness and participation amongst members of the Settlement Class. *See* **Exhibit F**.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

52. The Notice Plan will also implement the creation of a case-specific Settlement Website, where Class Members can easily view general information about this Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement Website will be designed to be user-friendly and make it easy for Class Members to find information about this case. The Settlement Website will also have a "Contact Us" page whereby Class Members can send an email with any additional questions to a dedicated email address. Likewise, Class Members will also be able to submit a claim form online via the Settlement Website and securely upload documentation (if required).

53. The Settlement Website will be designed to be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. Additionally, the Settlement Website will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the Settlement Website's metadata to maximize search engine rankings.

54. A toll-free hotline devoted to this case will be implemented to further apprise Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will use an interactive voice response ("IVR") system to provide Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Class Members will be able to

request a notice and/or claim form be mailed to them via the toll-free hotline.

55. Class Members will also have the option to speak with a live operator during normal business hours.

SOCIAL MEDIA MONITORING

56. Angeion will also monitor conversations about the Settlement taking place on Facebook, Instagram, Twitter, and Reddit. Our methodology includes an "active listening" component wherein we monitor traffic on these social media platforms for discussion of the Settlement, and actively provide notice and/or answers to frequently asked questions as appropriate.

FRAUD DETECTION

57. Angeion has developed and deployed a real-time fraud detection system, AngeionAffirm, which is the first and only comprehensive solution to identify fraud in real time based on both state-of-the-art technology and analysis of over a decade of historical claims data. AngeionAffirm was developed to combat the rising tide of fraudulent claims in class action settlements and the increasingly sophisticated technologies and techniques used by fraudulent actors in their attempt to perpetuate fraud.[10]

58. AngeionAffirm will be implemented to detect fraudulent claim submissions in this Settlement as part of the ongoing, comprehensive anti-fraud efforts. In addition to AngeionAffirm, Angeion maintains a robust, multi-tiered detection system to identify duplicate claims submissions. By way of example, we employ an elaborate technical process to identify potential

[10] Key highlights of AngeionAffirm include: (1) The implementation of enhanced, machine learning based fraud prevention mechanisms on all Web Application Firewalls focused on detecting and blocking fraudulent activities even before they infiltrate the system; (2) Employing advanced artificial intelligence to identify bot and scripted browser traffic; (3) Performing proprietary behavioral analysis techniques to identify abnormal patterns that could indicate fraudulent submissions, to help ensure that claims are genuine and justifiable; (4) Analyzing a broad array of technical characteristics garnered from claimant email addresses and other digital fingerprints to determine a claim's propensity for fraud; (5) Deploying a dynamic IP monitoring system to identify and flag suspicious activities across all case engagements; (6) Analysis of over one hundred million claims, which has proven instrumental in identifying characteristics, anomalies, and known bad actors, that may signify fraudulent intent, thus ensuring only bona fide claims are approved; and (7) Utilization of multiple security measures to address the increasing scale and sophistication of cyber criminals' adaptive behavior.

claim duplication using a series of database-driven searches to find duplicate names and addresses in our claims database. As part of this process, the claimant's name and any associated nicknames are reviewed for potential duplication, as well as the corresponding standardized addresses, for purposes of claim duplication detection. Additional data points may be used depending on the information available.

REACH AND FREQUENCY

59. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The reach percentage exceeds the guidelines as set forth in the Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a high degree of Class Members.

60. Specifically, the comprehensive media notice campaign is designed to deliver an approximate 80.35% reach with an average frequency of 3.24 times each. It should be noted that the 80.35% reach approximation is separate and apart from the direct notice efforts, trade media and publication notice, press release, social media monitoring, Settlement Website, and toll-free telephone support.

CONCLUSION

61. The comprehensive Notice Plan outlined herein includes strategically designed notice methods to provide notice to Class Members. Specifically, notice of the Settlement will be disseminated to all reasonably identifiable Class Members via email and mail, combined with a robust, state-of-the-art media notice campaign, a multi-faceted trade media and publication notice campaign, and the issuance of a national press release. The Notice Plan also includes the implementation of a dedicated Settlement Website and toll-free hotline to further inform Class Members of their rights and options in the Settlement, complemented by social media monitoring to assist with providing consistent and correct information about the Settlement.

62. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my

opinion that the Notice Plan is the best notice that is practicable under the circumstances, fully comporting with due process, and Fed. R. Civ. P. 23. After the Notice Plan has been executed, Angeion will provide a final report verifying its effective implementation to this Court.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: May 13, 2024

STEVEN WEISBROT

EXHIBIT A

ANGEION GROUP
Writing the Rules

INNOVATION
IT'S PART OF OUR DNA

Class Action Administration | Mass Arbitration Administration
Mass Tort Services | Regulatory Remediation

Judicial Recognition

IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

Case No. 3:18-md-02843 (N.D. Cal.)

The Honorable Vincent Chhabria (March 29, 2023): The Court approves the Settlement Administration Protocol & Notice Plan, amended Summary Notice (Dkt. No. 1114-8), second amended Class Notice (Dkt. No. 1114-6), In-App Notice, amended Claim Form (Dkt. No. 1114-2), Opt-Out Form (Dkt. No. 1122-1), and Objection Form (Dkt. No. 1122-2) and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement and the subsequent filings referenced above meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the effect of the proposed Settlement (including the releases contained therein), the anticipated motion for Attorneys' Fees and Expenses Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

IN RE: KIA HYUNDAI VEHICLE THEFT MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 8:22-ml-03052 (C.D. Cal.)

The Honorable James V. Selna (October 31, 2023): The Court has considered the form and content of the Class notice program and finds that the Class notice program and methodology as described in the Settlement Agreement (a) meet the requirements of due process and Federal Rules of Civil Procedure 23(c) and (e); (b) constitute the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice.

IN RE: PHILLIPS RECALLED CPAP, BI-LEVEL PAP, AND MECHANICAL VENTILATOR PRODUCTS LITIGATION

Case No. 2:21-mc-01230 (MDL No. 3014) (W.D. Pa.)

The Honorable Joy Flowers Conti (October 10, 2023): The Court finds that the method of giving notice to the Settlement Class ("Notice Plan")...(a) constitute the best notice practicable under the circumstances, (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms and benefits of the proposed Settlement...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and any other persons entitled to receive notice, (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Rule 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws...

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION

Case No. 2:18-mn-02873 (D.S.C.)

The Honorable Richard Mark Gergel (August 29, 2023): The Court also approves the proposed Notice Plan set forth in Exhibit C to the Settlement Agreement. The Court finds that the proposal for (i) direct mailing of the Notice, as well as emailing of the Summary Notice, to each known Class Member, (ii) personalized outreach to national and local water organizations, (iii) national publication of the Summary Notice and a media campaign targeting all Active Public Water Systems that may potentially meet the qualifications to become Class Members, and (iv) a website that potential Class Members will be directed to displaying a long-form Notice that sets forth the details of the proposed Settlement and provides a toll-free hotline, meets the requirements of Rule 23 and due process and shall constitute due and sufficient notice to all Persons potentially entitled to

participate in the proposed Settlement. The proposed Notice Plan is the best practicable notice under the circumstances of this case; is reasonably calculated under the circumstances to apprise potential Class Members of the Settlement Agreement and of their right to object to or exclude themselves from the proposed Settlement Class; is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive it; and meets all applicable requirements of Federal Rule of Civil Procedure 23, the United States Constitution, and other applicable laws and rules.

KUKORINIS v. WALMART, INC.

Case No. 8:22-cv-02402 (M.D. Fla.)

The Honorable Virginia M. Hernandez Covington (January 19, 2024): The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions…a. meet the requirements of the Federal Rules of Civil Procedure (including Rule 23 (c)-(e)), the United States Constitution (including the Due Process Clause), and the Rules of this Court; b. constitute the best notice to Settlement Class Members practicable under the circumstances…

LE ET AL. v. ZUFFA, LLC

Case No. 2:15-cv-01045 (D. Nev.)

The Honorable Richard F. Boulware, II (November 17, 2023): The proposed Notice Plan, including the proposed forms and manner of notice, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure.

AMANS v. TESLA, INC.

Case No. 3:21-cv-03577 (N.D. Cal.)

The Honorable Vince Chhabria (October 20, 2023): The Court further finds that the Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Class of the pendency of this case, the terms of the Settlement Agreement, the right to object to the Settlement, and the right to exclude themselves from the Settlement Class.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793 (N.D. Cal.)

The Honorable James Donato (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved…The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827 (N.D. Cal.)

The Honorable Edward J. Davila (March 17, 2021): Angeion undertook a comprehensive notice campaign…The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699 (N.D. Ill.)

The Honorable John Z. Lee (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval…in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable…

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164 (N.D. Cal.)

The Honorable Edward J. Davila (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members…

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013 (N.D. Cal.)

The Honorable Susan van Keulen (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members of the nature and pendency of the Litigation, the scope of the Settlement Class, a summary of the class claims, that a Class Member may enter an appearance through an attorney, that the Court will grant timely exclusion requests, the time and manner for requesting exclusion, the binding effect of final approval of the proposed Settlement, and the anticipated motion for attorneys' fees, costs, and expenses and for service awards. The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082 (N.D. Cal.)

The Honorable Beth L. Freeman (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court's one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under

all circumstances, reasonably apprise members of the AdWords Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the AdWords Class. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California's Procedural Guidance for Class Action Settlements.

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314 (N.D. Cal.)

The Honorable Edward J. Davila (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493 (C.D. Cal.)

The Honorable Fernando M. Olguin (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903 (E.D. Va.)

The Honorable John A. Gibney Jr. (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice…Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-04700 (N.D. Cal.)

The Honorable Laurel Beeler (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906 (D. Minn.)

The Honorable Wilhelmina M. Wright (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with

due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances…The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN V. TESLA, INC. D/B/A TESLA MOTORS, INC.

Case No. 5:19-cv-04596 (N.D. Cal.)

The Honorable Beth Labson Freeman (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

CAMERON V. APPLE INC.

Case No. 4:19-cv-03074 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO V. SCREEN ACTORS GUILD - AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS ET AL.

Case No. 2:18-cv-07241 (C.D. Cal.)

The Honorable Christina A. Snyder (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website…The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)…

JENKINS V. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219 (E.D.N.Y.)

The Honorable Joanna Seybert (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members

sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486 (N.D. Ill.)

The Honorable Robert M. Dow, Jr. (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation…(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114 (E.D. Pa.)

The Honorable Michael M. Baylson (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032 (S.D.N.Y.)

The Honorable Cathy Seibel (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action…and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL (Cal. Super. Ct.)

The Honorable Eddie C. Sturgeon (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement

and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702 (W.D.N.Y.)

The Honorable Mark W. Pedersen (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action…(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON ET AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962 (S.D.N.Y.)

The Honorable Lewis J. Liman (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167 (N.D. Ga.)

The Honorable Timothy C. Batten, Sr. (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977 (E.D. Okla.)

The Honorable Robert J. Shelby (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan…The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERTS ET AL. V. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418 (N.D. Cal.)

The Honorable Edward M. Chen (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN V. BOMBAS, LLC

Case No. 4:20-cv-04412 (N.D. Cal.)

The Honorable Jeffrey S. White (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS ET AL. V. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564 (S.D. Fla.)

The Honorable Jonathan Goodman (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. V. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221 (Idaho Jud. Dist.)

The Honorable Robert C. Naftz (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812 (N.D. Cal.)

The Honorable Edward M. Chen (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463 (E.D. Va.)

The Honorable Raymond A. Jackson (December 23, 2020): The Court finds that the Notice Program…constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. V. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554 (D.N.J.)

The Honorable Madeline Cox Arleo (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886 (D.S.C.)

The Honorable David C. Norton (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. V. FACEBOOK, INC.

Case No. 3:18-cv-05982 (N.D. Cal.)

The Honorable William Alsup (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co., 399 U.S. 306, 314 (1650).*

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737 (M.D. Fla.)

The Honorable Mary S. Scriven (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. V. COACH INC.

Case No. 1:16-cv-01122 (S.D.N.Y.)

The Honorable Valerie Caproni (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN V. DIRECTV, LLC

Case No. 2:13-cv-01170 (C.D. Cal.)

The Honorable Dolly M. Gee (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711 (S.D.N.Y.)

The Honorable Edgardo Ramos (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. V. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430 (S.D. Tex.)

The Honorable Nancy F. Atlas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. V. WALMART, INC.

Case No. 5:18-cv-05225 (W.D. Ark.)

The Honorable Timothy L. Brooks (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. V. CYTOSPORT INC.

Case No. 3:15-cv-00165 (S.D. Cal.)

The Honorable M. James Lorenz (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN V. AARON'S INC.

Case No. 1:18-cv-02821 (N.D. Ga.)

The Honorable J.P. Boulee (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS V. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO ET AL.

Case No. D-202-CV-2001-00579 (N.M. Jud. Dist.)

The Honorable Carl Butkus (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER ET AL. V. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200 (N.D. Cal.)

The Honorable Haywood S. Gilliam, Jr. (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on "Programmatic Display Advertising" to reach the "Target Audience," Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of "Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill]," Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes "search targeting," "category contextual targeting," "keyword contextual targeting," and "site targeting," to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And

through "learning" technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is "designed to result in serving approximately 59,598,000 impressions." Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is "'reasonably calculated, under all the circumstances,' to apprise all class members of the proposed settlement." Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550 (M.D. Fla.)

The Honorable Charlene Edwards Honeywell (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's attorney's fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN ET AL. v. CVS HEALTH ET AL.

Case No. 4:15-cv-03504 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (November 22, 2019): Having reviewed the parties' briefings, plaintiffs' declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC's experience and qualifications, and in light of defendants' non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties' revised proposed notice program, the Court agrees that the parties' proposed notice program is the "best notice that is practicable under the circumstances." The Court is satisfied with the representations made regarding Angeion Group LLC's methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA V. TARTE, INC.

Case No. 7:18-cv-11760 (S.D.N.Y.)

The Honorable Kenneth M. Karas (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER ET AL. V. GENERAL NUTRITION CENTERS, INC., AND GNC HOLDINGS, INC.

Case No. 2:16-cv-00633 (W.D. Pa.)

The Honorable Mark R. Hornak (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Ci vii Procedure, and any other applicable laws.

CORZINE V. MAYTAG CORPORATION ET AL.

Case No. 5:15-cv-05764 (N.D. Cal.)

The Honorable Beth L. Freeman (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK V. PRECOR, INC.

Case No. 1:14-cv-03624 (N.D. Ill.)

The Honorable Harry D. Leinenweber (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ V. TCR SPORTS BROADCASTING HOLDING LLP ET AL.

Case No. 1:18-cv-20048 (S.D. Fla.)

The Honorable Darrin P. Gayles (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. V. THE GAP, INC. ET AL.

Case No. CGC-18-567237 (Cal. Super. Ct.)

The Honorable Richard B. Ulmer Jr. (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE ET AL. V. NIBCO, INC.

Case No. 3:13-cv-07871 (D.N.J.)

The Honorable Freda L. Wolfson (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO ET AL. V. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744 (D. Mass.)

The Honorable Douglas P. Woodlock (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777 (N.D. Cal.)

The Honorable Edward M. Chen (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated $1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice…practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK ET AL. V. SEARS HOLDINGS CORPORATION ET AL.

Case No. 1:15-cv-04519 (N.D. Ill.)

The Honorable Manish S. Shah (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW ET AL. V. KAS DIRECT, LLC, AND S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981 (S.D.N.Y.)

The Honorable Vincent J. Briccetti (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to "baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers," and will target users who are currently browsing or recently browsed categories "such as parenting, toddlers, baby care, [and] organic products." (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141 (E.D.N.C.)

The Honorable James C. Dever III (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG ET AL. V. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073 (S.D.N.Y.)

The Honorable Nelson S. Roman (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON V. TALENTBIN, INC.

Case No. 3:15-cv-05166 (N.D. Cal.)

The Honorable Joseph C. Spero (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669 (E.D. Mo.)

The Honorable John A. Ross (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04 —is

the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER ET AL. V. PPG INDUSTRIES INC. ET AL.

Case No. 1:15-cv-00912 (N.D. Ohio)

The Honorable Dan Aaron Polster (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583 (N.D. Ga.)

The Honorable Thomas W. Thrash Jr. (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY V. TITEFLEX CORPORATION T/A GASTITE AND WARD MANUFACTURING, LLC

Case No. 384003V (Md. Cir. Ct.)

The Honorable Ronald B. Rubin (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051 (D.N.J.)

The Honorable Madeline Cox Arleo (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259 (W.D. Pa.)

The Honorable Mark R. Hornak (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES ET AL. v. UNIRUSH, LLC D/B/A UNIRUSH FINANCIAL SERVICES ET AL.

Case No. 1:15-cv-08372 (S.D.N.Y.)

The Honorable J. Paul Oetken (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000 (N.D. Ohio)

The Honorable Christopher A. Boyko (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE ET AL. V. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394 (C.D. Cal.)

The Honorable Christina A. Snyder (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA ET AL. V. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496 (S.D. Fla.)

The Honorable Joan A. Lenard (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short- Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328 (E.D. La.)

The Honorable Sarah S. Vance (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web- based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion

that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO ET AL. V. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747 (S.D. Fla.)

The Honorable Marcia G. Cooke (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT V. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645 (D. Or.)

The Honorable Janice M. Stewart (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

EXHIBIT B

To: <<Class Member email address>>
From: Cheer Settlement Administrator
Subject Line: Notice of Class Action Settlement – Jones v. Varsity Brands LLC

<<NAME>>
Notice ID: <<Notice ID>>

You are receiving this email because a proposed class action settlement may affect your legal rights. Please read this notice carefully.

An $82.5 million proposed Settlement will provide payments to persons who paid an All Star Gym or school to participate in a Varsity cheer competition or camp, or to buy Varsity cheer clothing.

Why am I getting this email? A class action was brought by competitive cheer athletes' families and alleged that Defendants, including Varsity Brands LLC and U.S. All Star Federation, Inc. ("Defendants") maintained control over the All Star Cheer and school cheer events, through acquisitions of rivals, purported exclusive dealing agreements, and purported collusion with USASF, in violation of antitrust laws. Further, the suit alleges that this anticompetitive conduct caused Varsity to overcharge for participation in competitive cheer competitions and camps and for the required apparel. Defendants believe Plaintiffs' claims lack merit, that their conduct was pro-competitive, not anticompetitive, and that Defendants have valid defenses to Plaintiffs' allegations.

The Court has preliminarily approved a proposed **$82.5 million** settlement ("Settlement") for claims of competitive cheer athletes' families who indirectly paid (such as through a payment to a gym or school) for Varsity cheer competitions, camps, and/or apparel and also provides for changes in conduct to resolve the class action lawsuit called *Jones et al. v. Varsity Brands, LLC, et al.,* Case No. 2:20-cv-02892, pending in the United States District Court for the Western District of Tennessee ("Action").

What does the Settlement provide?

The Settlement offers cash payments to members of the Damages Class who file valid timely Claim Forms. The details and deadline to submit a Claim Form will be made available after the Court grants final approval of the Settlement. In addition, under the Settlement, Defendants have agreed to business changes to begin on the date of the Court's final approval of the Settlement. Please visit www.CheerAntitrustSettlement.com for updates, and to view the full terms of the Settlement.

If you are not sure whether you are included, you can ask for free help. You can call toll-free 1-877-796-7731 or visit www.CheerAntitrustSettlement.com for more information.

How can I get a payment? The Court will hold a hearing on _____, to decide whether to approve the Settlement. If the Settlement is approved, the Claim Form and plan for payment will be made available. The Court will approve a Claim Form and set a deadline for Damages Class Members to submit a claim. To receive a payment, you must submit a valid and timely Claim Form. Please visit www.CheerAntitrustSettlement.com for updates.

At this time, it is not known precisely how much each Damages Class Member will receive from the Settlement Fund. The amount of your payment, if any, will be determined by the plan of allocation to be approved by the Court. The complete Plan of Allocation will be made available at www.CheerAntitrustSettlement.com.

What rights do I give up by staying in the Class or submitting a Claim? Unless you exclude yourself from the Damages Class, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you, including the release of claims contained in the Settlement Agreement, even if you don't file a Claim Form.

How do I get out of the Settlement? To exclude yourself from the Settlement for the Damages Class, you must send a letter by mail saying that you want to be excluded from *Jones, et al. v. Varsity Brands, LLC, et al*. You must include your name, address, telephone number, signature, and your statement that you want to be excluded from the Damages Class. You must mail your exclusion request postmarked no later than _____ to: Cheer Settlement Administrator, Attn: Exclusion Requests, P.O. Box 58220, Philadelphia, PA 19102.

Do I have a Lawyer in this Case? Yes. The Court has appointed attorneys from the following law firms to represent you and all Class Members: Joseph Saveri Law Firm, LLP; Gustafson Gluek, PLLC, Hartley LLP; Paul LLP; and Turner Fields, PLLC.

These lawyers are called Class Counsel. You will not be individually charged for these lawyers. If you have any questions about the Notice or the Action, you can contact the above-listed Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I tell the Court that I don't like the Settlement? You can tell the Court that you don't agree with any part of the Settlement by objecting. You can give reasons why you think the Court shouldn't approve it by sending a letter saying that you object to *Jones, et al. v. Varsity Brands, LLC, et al*. to (1) the Clerk of the Court; (2) Class Counsel; and (3) Defense Counsel. Be sure to include your name, address, telephone number, signature, and the reasons you object to the Settlement. Mail the objection postmarked no later than _____. For complete information on how to object, please visit www. CheerAntitrustSettlement.com.

What happens if I do nothing at all? If you do nothing, you'll get no money from this Settlement. But, unless you exclude yourself from the Damages Class, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

Are there more details about the Settlement? Yes, visit www. CheerAntitrustSettlement.com for more details, including a longer FAQ, answers to common questions about the Settlement, the Claim Form (after it has been approved by the Court), plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

You can also contact the Settlement Administrator by phone, email, or mail:

Toll-Free 1-877-796-7731 ● info@CheerAntitrustSettlement.com
Cheer Settlement Administrator, 1650 Arch Street, Suite. 2210, Philadelphia, Pennsylvania 19103

Please Do Not Contact Judge Lipman or the Clerk of Court with Any Questions.

Unsubscribe

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE
Jones, et al. v. Varsity Brands, LLC, et al., Case No. 2:20-cv-02892

Notice of Class Action Settlement

An $82.5 million proposed Settlement will provide payments to persons who indirectly paid Varsity, such as through a gym or school, to participate in a Varsity cheer competition or camp, or to buy Varsity cheer clothing.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The Court has preliminarily approved a proposed $82.5 million settlement ("Settlement") for claims of competitive cheer athletes' families who indirectly paid for Varsity cheer competitions, camps, and/or apparel and also provides for changes in conduct to resolve a lawsuit called *Jones et al. v. Varsity Brands, LLC, et al.,* Case No. 2:20-cv-02892 (W.D. Tenn.) (the "Action").
- The Action was brought by certain competitive cheer athletes' families and alleged that Defendants ("Defendants"[1]) obtained and maintained control over the All Star Cheer and school cheer events marketplace, through acquisitions of rivals, exclusive dealing agreements, and collusion with USASF, in violation of antitrust laws. The Action alleges that this anticompetitive conduct caused Varsity to overcharge for participation in competitive cheer competitions and camps and for apparel. Defendants believe Plaintiffs' claims lack merit, that their conduct was pro-competitive, not anticompetitive, and that Defendants have valid defenses to Plaintiffs' allegations.
- The Settlement offers cash payments to members of the Class who file valid timely claim forms later in the process.
- Your rights are affected whether you act or don't act. Please read this Notice carefully. For the full terms of the Settlement, you should look at the Settlement Agreement available at www.CheerAntitrustSettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM *[Deadline To Be Determined]*	The only way to get a payment. The claim form process will occur later. The instructions, including the deadline to submit a claim, will be available on the Settlement website after the Court grants final approval of the Settlement.
EXCLUDE YOURSELF *[Postmarked by Month, Day, Year]*	Get no payment. This is the only option that removes you from the Action so you aren't bound by the Settlement, and you can sue Defendants for damages only at your own expense for the claims in this case. Class Members cannot elect to be excluded from the Injunctive Relief Class.
OBJECT *[Postmarked by Month, Day, Year]*	Write to the Court about why you don't like the Settlement.
GO TO A HEARING *[Month, Day, Year]*	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up your rights to sue Defendants.

[1] Defendants include Varsity Brands LLC; Varsity Spirit, LLC; Varsity Spirit Fashion & Supplies, LLC; U.S. All Star Federation, Inc.; Jeff Webb; Charlesbank Capital Partners LLC; and Bain Capital Private Equity

BASIC INFORMATION

1. Why did I get this Notice package?

You or someone in your family may have paid to participate in a Varsity competition and/or camp and/or paid for Varsity apparel. The Court sent you this Notice because you have a right to know about a proposed class action settlement, and about all your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. You will be informed of the progress of the Settlement.

The Court in charge of the case is the United States District Court for the Western District of Tennessee, and the case is called *Jones, et al. v. Varsity Brands, LLC, et al.*, Case No. 2:20-cv-02892-SHL-tmp. The people who filed the class action are called the "Plaintiffs" and the companies and individual they sued are called the "Defendants."

2. What is this lawsuit about?

The Action claimed that Defendants engaged in a concerted exclusionary scheme to acquire, maintain, and enhance Varsity's monopoly power in the markets for cheer competitions, cheer camps, and cheer apparel in the U.S., and have exploited Varsity's monopoly power to cause supra-competitive prices in those markets. Plaintiffs alleged that Varsity controlled more than 75% of each of those product markets and that Varsity leveraged its monopoly in these markets to erect barriers to entry in the other markets. As a result, Plaintiffs allege that they and the Classes overpaid for Varsity's cheer competitions, camps, and apparel.

3. What is a class action?

In a class action, one or more people called "Class Representatives" (here Jessica Jones, Christina Lorenzen, and Amy Coulson) sue on behalf of other people with similar claims. All these people are a Class or Class Members. One Judge (in this case, U.S. District Court Judge Sheryl H. Lipman) resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court didn't decide in favor of Plaintiffs or Defendants. The Plaintiffs think they could have won at trial. The Defendants think that the Plaintiffs wouldn't have won anything at trial. But there was no trial. Instead, both sides agreed to a settlement. This avoids the cost of a trial, and the Class Members get compensated. The Class Representatives and the attorneys think the Settlement is best for Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

Judge Lipman decided for this Settlement that there are two Classes described below:

Damages Class: everyone who fits this description is a member of the Damages Class:

> All natural persons and entities in Arizona, Arkansas, California, Connecticut, the District of Columbia, Florida, Hawaii, Idaho, Iowa, Kansas, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Washington, West Virginia, and Wisconsin, that indirectly paid Varsity or any Varsity subsidiary or affiliate, from December 10, 2016 through March 31, 2024, for: registration,

entrance, or other fees and expenses associated with participation in one or more Varsity Cheer Competitions or Cheer Camps or purchased Varsity Cheer Apparel.

Injunctive Relief Class: everyone who fits this description is a member of the Injunctive Relief Class:

All natural persons and entities in the United States that indirectly paid Varsity or any Varsity subsidiary or affiliate, from December 10, 2016, through March 31, 2024, for: (a) registration, entrance, or other fees and expenses associated with participation in one or more Varsity Cheer Competitions, including registration fees to USASF; (b) Varsity Cheer Apparel; (c) Varsity Cheer Camp Fees; or (d) accommodations at one or more Varsity Cheer Competitions, including registration fees to USASF.

6. Are there exceptions to being included?

Yes. The following are excluded from the Classes: Defendants, their parent companies, subsidiaries and affiliates, officers, executives, and employees; Defendants' attorneys in this case, federal government entities and instrumentalities, states or their subdivisions, and all judges and jurors assigned to this case.

If you did not pay a gym or school to participate in a Varsity competition or camp, or for Varsity apparel between December 10, 2016, and March 31, 2024, you are not a Class Member or a part of this Settlement.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-877-796-7731 toll-free or visit www.CheerAntitrustSettlement.com for more information. Or you can fill out and return the claim form described in Question 9 to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

Defendants have agreed to create an $82,500,000 fund to be distributed to Damages Class Members who send in valid claim forms.

All Damages Class Members that (a) do not exclude themselves from the Class by the deadline and (b) who file a valid and timely claim during a process that will occur later will be paid from the monies provided by Varsity in this Settlement (the "Settlement Fund"). The money in this Settlement Fund will also be used to pay, as approved by the Court:

- The cost of Settlement administration and notice, and applicable taxes on the Settlement Fund and any other related tax expenses;
- Money awards for Class Representatives for their service on behalf of the Class; and
- Attorneys' fees and reimbursement of expenses for Settlement Class Counsel.

After these amounts are deducted, the remainder is the Net Settlement Fund. It will only be distributed to Damages Class Members if the Court finally approves the Settlement and the plan for allocating the Net Settlement Fund to Damages Class Members.

In addition, under the Settlement, Defendants have agreed to the following business changes to begin on the date of the Court's final approval of the Settlement:

a. Varsity will not condition a Competitive Cheer athlete or team's eligibility to compete at an end-of-season championship competition on prior participation at a Varsity-owned Cheer Camp. To the extent that

Varsity continues to require completion of Varsity's Squad Credentialing Program for attendance at such a competition, it will make such credentialing available without requiring attendance at a camp at a reasonable cost to teams or participants seeking Squad Credentialing.

b. Varsity will not offer or require exclusive purchasing arrangements as a condition for participation in the Varsity Family Plan, Network Program, or any rebate or discount program relating to Cheer Competitions.

c. Varsity will not require participants in 35% or more of its Cheer Competitions to stay at Varsity-approved accommodations as a prerequisite to their participation in Varsity-owned Cheer Competitions, including without limitation, through Varsity's Stay to Play or Stay Smart programs.

d. USASF will not disclose to any of its event producer members confidential information regarding cheer competition schedules, or attendance records, shared with USASF by another event producer member that is affirmatively identified by that event producer member as "confidential" and either "not to be shared with any other USASF member" or other similar language. "Confidential information" does not include, without limitation, information that is publicly known at the time of disclosure to USASF or when it becomes publicly known at no fault of USASF (which may include through disclosure at a USASF Board or committee meeting), information that USASF learns from another source not subject to any confidentiality limitations, or information that is shared with USASF with the purpose or understanding that it will be shared with other members. For the purpose of effectuating this provision, within thirty days after the Court's Final Approval of the Settlement, USASF will provide notice to its event producer members that (1) they have the choice to designate any information shared with USASF as "confidential" and "not to be shared with any other USASF member"; (2) to exercise such choice, they must affirmatively identify the information as "confidential" and either "not to be shared with any other USASF member" or words to that effect in writing contemporaneous with their submission of such information to USASF; and (3) that any information shared with the USASF that is not so designated as confidential may be publicly disclosed or used for any legitimate USASF purpose. USASF will subsequently provide a similar notice to its event producer members and applicants at or around the time that it circulates event producer membership applications each year.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

9. How can I get a payment?

If the Court approves the Settlement, the Court will then approve a Claim Form and set a deadline for Damages Class Members to submit a claim. To receive a payment, you must submit a valid Claim Form by the deadline that will be determined after the final approval hearing. The Claim Form will be posted on the Settlement website and available by calling the toll-free number 1-877-796-7731. Damages Class Members will be able to submit claims electronically using the Settlement website or through the mail. Information regarding filing a Claim Form will be mailed or emailed to Damages Class Members for whom the Settlement Administrator has valid and current addresses.

Right now, precisely how much each Damages Class Member will receive from the Net Settlement Fund is unknown. The amount of your payment, if any, will be determined by the Court-approved plan of allocation. The plan of allocation, subject to approval of the Court, can be summarized as follows:

> The Net Settlement Fund will be divided into pools based on the category of eligible purchases made by the Damages Class relating to Competitions, Camps and Apparel, as established by Plaintiffs' expert economists in the litigation. Purchases relating to Competitions will be allocated 53% of the Net Settlement Fund; purchases relating to Camps will be allocated 26% of the Net Settlement Fund; and purchases relating to Apparel will be allocated 21% of the Net Settlement Fund.

Payments from the Net Settlement Fund in each pool (Competitions, Camps, Apparel) will be calculated on a pro rata basis from the number of years an eligible Claimant made valid purchases in each category. The Settlement Administrator will perform the calculations and determine the payment each Class Member is entitled to receive upon receipt and validation of all eligible Class Member claims. If the claims submitted for a particular pool are disproportionate to the other pools, the Settlement Administrator has authority to revise the allocations to align with the claims submitted.

By signing the Claim Form, a Class Member will affirm under penalty of perjury certain information related to the Athlete's participation in an All Star Gym or school cheer team, as well as the types of purchases made in each year (competitions, camps, apparel). In addition, Class Members must submit documentation showing proof of participation in an All Star Gym or school cheer team. For example, an Athlete's All Star Gym invoice would suffice to show participation. The Settlement Administrator may require additional claim documentation and/or information after you submit your Claim Form. This may include, among other things, records relating to purchases claimed, events attended, or registered participants. Information related to proof of residence currently or at the time of the events relating to your claim may also be requested as part of the validation process. Claims may be selected for further review and/or rejected because of concerns related to fraud.

The Settlement Administrator will make decisions regarding claim submissions, including claim validity and amounts, with input from Settlement Class Counsel and Settlement Class Counsel's consulting economic expert. The complete Plan of Allocation will be available on the Settlement website, www. CheerAntitrustSettlement.com.

10. When would I get my payment?

The Court will hold a hearing on _____, to decide whether to approve the Settlement. If Judge Lipman approves the Settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a valid claim form will be informed of the progress of the Settlement. Please be patient. We want to pay you as soon as possible.

11. What am I giving up to get a payment or stay in the Damages Class?

Unless you exclude yourself from the Damages Class, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you, including the release of claims contained in the Settlement Agreement, even if you don't file a Claim Form. The Settlement Agreement is available on the Settlement website at www. CheerAntitrustSettlement.com.

Specifically, the Settlement Agreement provides that the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any member of the putative Settlement Class has objected to the Settlement or makes a claim upon or participates in distribution of the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) under any federal, state, or local law of any jurisdiction in the United States, that Releasors, or each of them, ever had, now have, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof that arise out of the factual predicate alleged in or are reasonably related to or based upon the claims alleged in the Complaint in the Action prior to the Execution Date. For the avoidance of doubt, claims arising in the ordinary course between (a) any of the Releasees, on the one hand, and (b) Plaintiffs, Settlement Class Members, or Releasors, on the other, and arising under Article 2 of the Uniform Commercial Code (pertaining to sales) or similar state laws, the laws of negligence or product liability, strict liability, or

implied warranty, breach of contract, breach of express warranty, or personal injury (including claims for sexual or emotional abuse or harm, whether direct, indirect, or vicariously), will not be released. The claims described as being released in this paragraph are referred to herein as the "Released Claims."

By remaining in the Damages Class, upon the Effective Date of the Settlement, all Damages Class Members shall be deemed to have, and by operation of Judgment shall have fully, finally, and forever released, relinquished, and discharged all Released Claims against any and all of the Releasees. Each Class Member shall be deemed to have released all Released Claims against all of the Releasees unless such Settlement Class Member exclude themselves in writing pursuant to a Notice Plan approved by the Court. All Class Members agree to be permanently barred and enjoined from commencing any action against any Releasee with respect to the Released Claims, except for Damages Class Members who elect to be excluded from the Damages Class and retain the right to sue for damages only.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

To exclude yourself from the Damages Class, you must send a letter by mail saying that you want to be excluded from *Jones, et al. v. Varsity Brands, LLC, et al*. Be sure to include your name, address, telephone number, and your signature, as well as your statement that you want to be excluded from the Damages Class. You must mail your exclusion request postmarked no later than _____ to:

Cheer Settlement Administrator
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, Pennsylvania 19102

If you ask to be excluded from the Damages Class, you will not get any Settlement payment, and you cannot object to the Settlement. You may be able to sue Defendants for damages in the future for the claims in this case. You cannot exclude yourself from the Injunctive Relief Class.

13. If I don't exclude myself from the Damages Class, can I sue Defendants for damages later?

No. Unless you exclude yourself from the Damages Class, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Damages Class to start or continue your own lawsuit for damages. Remember, the exclusion deadline is _____.

14. If I exclude myself from the Damages Class, can I get money from this Settlement?

No. If you exclude yourself from the Damages Class, do not send in a Claim Form to ask for any money. But you may sue, continue to sue, or be part of a different lawsuit against Defendants for damages only.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

Yes. The Court asked the law firms of Joseph Saveri Law Firm, LLP; Gustafson Gluek PLLC; HARTLEY LLP; PAUL LLP; and Turner Field, PLLC to represent you and the Class Members (called "Class Counsel"). You will not individually pay these lawyers. If you have any questions about the Notice or the Settlement, you can contact them. You can also hire an attorney at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to $27,500,000 to them for attorneys' fees (which is one-third of the total Settlement value); reimbursement of expenses to them in the amount of $9,250,249.14; and payment of $50,000 to each of Jessica Jones and Christina Lorenzen, and $25,000 to Amy Coulson for their services as Class Representatives. The fees would pay Class Counsel for investigating and litigating the case and negotiating the Settlement. The Court may award less than these amounts. If the Court grants Class Counsel's requests, these amounts would be deducted from the Settlement Fund. Damages Class Members will not pay any individual attorneys' fees or expenses.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don't like the Settlement?

You can object to the Settlement if you don't like any of it and tell the Court why you think the Court shouldn't approve it. The Court will consider your views. To object, send a letter saying that you object to *Jones, et al. v. Varsity Brands, LLC, et al*. and include your name, address, telephone number, signature, and the reasons you object. Mail your objection to the following addresses, so that it is postmarked to the Court and Counsel no later than _____:

Court	Class Counsel	Defense Counsel
Clerk of the Court U.S. District Court for the Western District of Tennessee 167 North Main Street Memphis, Tennessee 38103	Joseph Saveri Joseph Saveri Law Firm 601 California Street Suite 1505 San Francisco, California 94108	Steven J. Kaiser Cleary Gottlieb Steen & Hamilton LLP 2112 Pennsylvania Avenue, NV Washington DC 20037

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Damages Class. If you exclude yourself from the Damages Class, you have no basis to object to the Settlement Fund or Net Settlement Fund, and can only object to the injunctive relief portions of the settlement, detailed in Section 8(a) – (d).

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at ____ on _____, at the United Sates District Court for the Western District of Tennessee, Odell Horton Federal Building, 167 North Main Street, Memphis, Tennessee 38103. There, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Lipman will listen to people who have asked to speak. The Court may also decide how much to pay Class Counsel. After the hearing, she will decide whether to approve the Settlement.

Important: The time and date of the Fairness Hearing may change without additional mailed or published notice. For updated information on the hearing, visit: www. CheerAntitrustSettlement.com.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you can come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Jones, et al. v. Varsity Brands, LLC, et al*., Case No. 2:20-cv-02892-SHL-tmp (W.D. Tenn.)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked to the Court no later than _____ and must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses provided in response to Question 17. You can't speak at the hearing regarding the Settlement Fund or Net Settlement Fund if you exclude yourself from the Damages Class.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you'll get no money from this Settlement. But, unless you exclude yourself from the Damages Class, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. Are there more details about the Settlement and how do I get them?

This Notice is a summary. For more information, contact the Settlement Administrator by phone toll-free at 1-877-796-7731, by email at info@CheerAntitrustSettlement.com, or write to Varsity Cheer Settlement Administrator, P.O. Box 58220, Philadelphia, PA 19102, or visit the Settlement website, www.CheerAntitrustSettlement.com, where you will find answers to common questions about the Settlement, copies of court documents and the Settlement Agreement, information about filing a claim, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

Please Do Not Attempt to Contact Judge Lipman or the Clerk of Court with Any Questions.

EXHIBIT D

An $82.5 million proposed Settlement will provide payments to persons who paid an All Star Gym or school to participate in a Varsity cheer competition or camp, or to buy Varsity cheer clothing.

A class action was brought by competitive cheer athletes' families and alleged that Defendants, including Varsity Brands LLC and U.S. All Star Federation, Inc. ("Defendants") maintained control over the All Star Cheer and school cheer events, through acquisitions of rivals, purported exclusive dealing agreements, and purported collusion with USASF, in violation of antitrust laws. Further, the suit alleges that this anticompetitive conduct caused Varsity to overcharge for participation in competitive cheer competitions and camps and for the required apparel. Defendants believe Plaintiffs' claims lack merit, that their conduct was pro-competitive, not anticompetitive, and that Defendants have valid defenses to Plaintiffs' allegations.

What does the Settlement provide?
The Court has preliminarily approved a proposed $82.5 million settlement ("Settlement") for claims of competitive cheer athletes' families who indirectly paid for Varsity cheer competitions, camps, and/or apparel and also provides for changes in conduct to resolve the class action lawsuit called Jones et al. v. Varsity Brands, LLC, et al., Case No. 2:20-cv-02892, pending in the United States District Court for the Western District of Tennessee ("Action").

The Settlement offers cash payments to members of the Damages Class who file valid timely Claim Forms. The details and deadline to submit a Claim Form will be made available after the Court grants final approval of the Settlement. Please visit www.CheerAntitrustSettlement.com for updates, and to view the full terms of the Settlement.

Am I eligible to receive a payment from the Settlement?

Everyone who fits this description is a member of the Damages Class:

> All natural persons and entities in Arizona, Arkansas, California, Connecticut, the District of Columbia, Florida, Hawaii, Idaho, Iowa, Kansas, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Washington, West Virginia, and Wisconsin, that indirectly paid Varsity or any Varsity subsidiary or affiliate, from December 10, 2016 through March 31, 2024, for: registration, entrance, or other fees and expenses associated with participation in one or more Varsity Cheer Competitions or Cheer Camps or purchased Varsity Cheer Apparel.

If you are not sure whether you are included, you can ask for free help. You can call toll-free 1-877-796-7731 or visit www.CheerAntitrustSettlement.com for more information.

How do I get a payment from the Settlement?
The Court will hold a hearing on _____, to decide whether to approve the Settlement. If the Settlement is approved, the Claim Form and plan for payment will be made available. The Court will approve a Claim Form and set a deadline for Damages Class Members to submit a claim. To receive a payment, you must submit a valid and timely Claim Form. Please visit www.CheerAntitrustSettlement.com for updates.

At this time, it is not known precisely how much each Damages Class Member will receive from the Settlement Fund. The amount of your payment, if any, will be determined by the plan of allocation to be approved by the Court. The complete Plan of Allocation will be made available at www.CheerAntitrustSettlement.com.

What are my rights?
If you do nothing, you'll get no money from this Settlement. Unless you exclude yourself from the Damages Class, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the issues in this case. It also means that all of the Court's orders will apply to you and legally bind you, including the release of claims contained in the Settlement Agreement, even if you don't file a Claim Form. You may exclude yourself from the Damages Class by sending a letter postmarked no later than _____. If you do not agree with any part of the Settlement, you can send an objection postmarked no later than _____. Further instructions on excluding and objecting are available by viewing the FAQs or the long from notice on the Settlement website at www.CheerAntitrustSettlement.com.

The Court's hearing.
The Court will hold a hearing on _____ to consider whether to approve the Settlement and approve Class Counsel's request of attorneys' fees of up to one-third of

the Settlement Fund, plus reimbursement of costs and expenses and service payments to the Class Representatives. You or your own lawyer may appear and speak at the hearing at your own expense. More information about the Settlement is available on the Settlement website, www.CheerAntitrustSettlement.com, and in the Long Form Notice accessible on that website, or by calling 1-877-796-7731.

EXHIBIT E

ANGEION GROUP
Changing the Rules

1650 Arch Street, Suite 2210
Philadelphia, PA 19103
www.angeiongroup.com
215.563.4116 (P)
215.525.0209 (F)

Month Day, 2024

RE: *Jones et al. v. Varsity Brands, LLC, et al.*
Case No. 2:20-cv-02892, U.S. District Court for the Western District of Tennessee

Dear Gym Owner/Manager:

Enclosed is a legal Poster Notice regarding the above-referenced class action, concerning individuals or families who paid an All Star Gym or school to participate in a Varsity cheer competition or camp, or to buy Varsity cheer clothing from December 10, 2016 through March 31, 2024.

Angeion is the Court-appointed Settlement Administrator in this matter and, pursuant to the Court's _____ Order [Preliminary Approval Order], we are sending the enclosed Poster Notice and requesting that it be posted in a highly visible area where Class Members are most likely to view the notice. If you would like to review the Court's Order, please visit the Important Documents page of the Settlement website at www.CheerAntitrustSettlement.com.

For additional information, call toll-free 1-877-796-7731. You may also write to the Settlement Administrator by mail: Varsity Cheer Settlement Administrator, 1650 Arch Street, Suite. 2210, Philadelphia, Pennsylvania 19103, or email: info@CheerAntitrustSettlement.com.

Sincerely,

Angeion Group, LLC

Cheer Indirect Antitrust Settlement
c/o Settlement Administrator
1650 Arch Street, Suite. 2210
Philadelphia, Pennsylvania 19103
1-877-796-7731
info@VarsityAntitrustCheerSettlement.com
www.CheerAntitrustSettlement.com

Notice of Settlement of Varsity Cheer Class Action

Jones et al. v. Varsity Brands, LLC, et al., Case No. 2:20-cv-02892*, U.S. District Court for the Western District of Tennessee*

An $82.5 million proposed Settlement will provide payments to persons who paid an All Star Gym or school to participate in a Varsity cheer competition or camp, or to buy Varsity cheer clothing.

A federal court directed this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

What is the purpose of this Notice?

A class action was brought by competitive cheer athletes' families and alleged that Defendants, including Varsity Brands LLC and U.S. All Star Federation, Inc. ("Defendants") maintained control over the All Star Cheer and school cheer events, through acquisitions of rivals, purported exclusive dealing agreements, and purported collusion with USASF, in violation of antitrust laws. Further, the suit alleges that this anticompetitive conduct caused Varsity to overcharge for participation in competitive cheer competitions and camps and for the required apparel. Defendants believe Plaintiffs' claims lack merit, that their conduct was pro-competitive, not anticompetitive, and that Defendants have valid defenses to Plaintiffs' allegations.

The Court has preliminarily approved a proposed $82.5 million settlement ("Settlement") for claims of competitive cheer athletes' families who indirectly paid for Varsity cheer competitions, camps, and/or apparel and also provides for changes in conduct to resolve the class action lawsuit called *Jones et al. v. Varsity Brands, LLC, et al.*, Case No. 2:20-cv-02892, pending in the United States District Court for the Western District of Tennessee ("Action").

For this Settlement, there are two Classes, a Damages Class and Injunctive Relief Class. The Settlement offers cash payments to members of the Damages Class who file valid timely Claim Forms. The details and deadline to submit a Claim Form will be made available after the Court grants final approval of the Settlement. Please visit www.CheerAntitrustSettlement.com for updates, and to view the full terms of the Settlement.

If you are not sure whether you are included, you can ask for free help. You can call toll-free 1-877-796-7731 or visit www.CheerAntitrustSettlement.com for more information.

How Can I Get a Payment?

The Court will hold a hearing on _____, to decide whether to approve the Settlement. If the Settlement is approved, the Claim Form and plan for payment will be made available. The Court will approve a Claim Form and set a deadline for Damages Class Members to submit a claim. To receive a payment, you must submit a valid and timely Claim Form. Please visit www.CheerAntitrustSettlement.com for updates.

At this time, it is not known precisely how much each Damages Class Member will receive from the Settlement Fund. The amount of your payment, if any, will be determined by the Plan of Allocation to be approved by the Court. The complete Plan of Allocation will be made available at www.CheerAntitrustSettlement.com.

What Rights Do I Give Up by Staying in the Class or submitting a Claim?

Unless you exclude yourself, you are staying in the Damages Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the issues in this case. It also means that all of the Court's orders will apply to you and legally bind you, including the release of claims contained in the Settlement Agreement, even if you don't file a Claim Form.

How Do I Get Out of the Settlement?

To exclude yourself from the Damages Class, you must send a letter by mail saying that you want to be excluded from *Jones, et al. v. Varsity Brands, LLC, et al*. You must include your name, address, telephone number, signature, and your statement that you want to be excluded from the Damages Class. You must mail your exclusion request postmarked no later than _____ to: Cheer Settlement Administrator, Attn: Exclusion Requests, P.O. Box 58220, Philadelphia, PA 19102. You cannot exclude yourself from the Injunctive Relief Class.

Do I have a Lawyer in this Case? Yes. The Court has appointed attorneys from the following law firms to represent you and all Class Members: Joseph Saveri Law Firm, LLP; Gustafson Gluek, PLLC, Hartley LLP; Paul LLP; and Turner Fields, PLLC.

These lawyers are called Class Counsel. You will not be individually charged for these lawyers. If you have any questions about the Notice or the Action, you can contact the above-listed Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Do I Tell the Court that I don't like the Settlement?

You can tell the Court that you don't agree with any part of the Settlement by objecting. You can give reasons why you think the Court shouldn't approve it by sending a letter saying that you object to *Jones, et al. v. Varsity Brands, LLC, et al.* to (1) the Clerk of the Court; (2) Class Counsel; and (3) Defense Counsel. Be sure to include your name, address, telephone number, signature, and the reasons you object to the Settlement. Mail the objection postmarked no later than _____. For complete information on how to object, please visit www.CheerAntitrustSettlement.com.

What Happens If I Do Nothing at All?

If you do nothing, you'll get no money from this Settlement. But, unless you exclude yourself from the Damages Class, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendants about the issues in this case, ever again.

Are There More Details About the Settlement?

Yes, visit www.CheerAntitrustSettlement.com for more details, answers to common questions about the Settlement, the Claim Form (after it has been approved by the Court), plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

You can also contact the Settlement Administrator by phone, email, or mail:

Toll-Free 1-877-796-7731 ● info@CheerAntitrustSettlement.com

Cheer Settlement Administrator

1650 Arch Street, Suite. 2210

Philadelphia, Pennsylvania 19103

Please Do Not Contact Judge Lipman or the Clerk of Court with Any Questions.

EXHIBIT F

Settlement Administrator Angeion Group Announces Proposed Settlement in Varsity Brands Class Action

Jones, et al. v. Varsity Brands, LLC, et al., Case No. 2:20-cv-02892

An $82.5 million proposed Settlement will provide payments to persons who paid an All Star Gym or school to participate in a Varsity cheer competition or camp, or to buy Varsity cheer clothing.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

[Location], [Date] -- A class action was brought by competitive cheer athletes' families and alleged that Defendants, including Varsity Brands LLC and U.S. All Star Federation, Inc. ("Defendants") maintained control over the All Star Cheer and school cheer events, through acquisitions of rivals, purported exclusive dealing agreements, and purported collusion with USASF, in violation of antitrust laws. Further, the suit alleges that this anticompetitive conduct caused Varsity to overcharge for participation in competitive cheer competitions and camps and for the required apparel. Defendants believe Plaintiffs' claims lack merit, that their conduct was pro-competitive, not anticompetitive, and that Defendants have valid defenses to Plaintiffs' allegations.

What does the Settlement provide?

The Court has preliminarily approved a proposed $82.5 million settlement ("Settlement") for claims of competitive cheer athletes' families who indirectly paid for Varsity cheer competitions, camps, and/or apparel and also provides for changes in conduct to resolve the class action lawsuit called Jones et al. v. Varsity Brands, LLC, et al., Case No. 2:20-cv-02892, pending in the United States District Court for the Western District of Tennessee ("Action").

The Settlement offers cash payments to members of the Damages Class who file valid timely Claim Forms. The details and deadline to submit a Claim Form will be made available after the Court grants final approval of the Settlement. Please visit www.CheerAntitrustSettlement.com for updates, and to view the full terms of the Settlement.

Am I eligible to receive a payment from the Settlement?

Everyone who fits this description is a member of the Damages Class:

> All natural persons and entities in Arizona, Arkansas, California, Connecticut, the District of Columbia, Florida, Hawaii, Idaho, Iowa, Kansas, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Washington, West Virginia, and Wisconsin, that indirectly paid Varsity or any Varsity subsidiary or affiliate, from December 10, 2016 through March 31, 2024, for: registration, entrance, or other fees and expenses associated with participation in one or more Varsity Cheer Competitions or Cheer Camps or purchased Varsity Cheer Apparel.

If you are not sure whether you are included, you can ask for free help. You can call toll-free 1-877-796-7731 or visit www.CheerAntitrustSettlement.com for more information.

How do I get a payment from the Settlement?
The Court will hold a hearing on _____, to decide whether to approve the Settlement. If the Settlement is approved, the Claim Form and plan for payment will be made available. The Court will approve a Claim Form and set a deadline for Class Members to submit a claim. To receive a payment, you must submit a valid and timely Claim Form. Please visit www.CheerSettlement.com for updates.

At this time, it is not known precisely how much each Class Member will receive from the Settlement Fund. The amount of your payment, if any, will be determined by the plan of allocation to be approved by the Court. The complete Plan of Allocation will be made available at www.CheerAntitrustSettlement.com.

What are my rights?
If you do nothing, you'll get no money from this Settlement. Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you, including the release of claims contained in the Settlement Agreement, even if you don't file a Claim Form. You may exclude yourself from the Settlement By sending a letter postmarked no later than _____. If you do not agree with any part of the Settlement, you can send an objection postmarked no later than _____. Further instructions on excluding and objecting are available by viewing the FAQs or the Long Form Notice on the Settlement website at www.CheerAntitrustSettlement.com.

The Court's hearing.
The Court will hold a hearing on _____ to consider whether to approve the Settlement and approve Class Counsel's request of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs and expenses and service payments to the Class Representatives. You or your own lawyer may appear and speak at the hearing at your own expense. More information about the Settlement is available on the Settlement website, www.CheerAntitrustSettlement.com, and in the Long Form Notice accessible on that website, or by calling 1-877-796-7731.

This notice is only a summary.
For more information, including the full Notice and Settlement Agreement, visit www.CheerAntitrustSettlement.com, email info@CheerAntitrustSettlement.com, or call 1-877-796-7731

Contact:
FIRM
CONTACT NAME, PHONE
EMAIL

SOURCE: ANGEION GROUP

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

JESSICA JONES, et al., Plaintiffs, v. **VARSITY BRANDS, LLC, et al.** Defendants.	Case No. 2:20-cv-02892-SHL-tmp **JURY DEMAND**

DECLARATION OF AMY COULSON IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

I, Amy Coulson, declare the following under penalty of perjury:

1. I am over the age of eighteen and I am competent to make this declaration.

2. I respectfully submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Settlement. Each of the facts set forth below is true and correct and is within my personal knowledge. If called and sworn as a witness, I would competently testify thereto. As to matters of opinion and belief, I believe them to be true and accurate.

3. I am a resident of the State of Tennessee.

4. I am a registered nurse. I have three daughters who have all participated in competitive cheer, with the oldest starting in 2013. At times during the last 11 years I have worked a second job in order to pay for my daughters' cheer activities. All of the income from my second job has been used to pay for competitive cheerleading activities, including paying for Varsity cheer competitions, camps, and apparel.

5. My oldest daughter competed in All Star Cheer from 2013 to 2021. She attended a private cheer gym called Memphis Elite for 4 years, from 2013 to 2017, which cost between

approximately $200 and $300 per month to pay for coaching and facilities. She then switched to a gym called Memphis Pride, where she continued for 4 more years, at a cost of between approximately $200 and 300 per month for coaching and facilities.

6. My second daughter has competed in All Star Cheer since 2014. She attended Memphis Elite until 2016, which cost between approximately $200 and $300 per month. She attended Memphis Pride after that, which cost approximately $200 to 300 per month to pay for coaching and facilities. She has also competed for her school team for 4 years, at a cost of approximately $400 per month. Varsity summer camp is mandatory for the school team.

7. My third daughter has competed in All Star Cheer since 2016. She attended Memphis Elite for a few months, at a cost of approximately $150 per month, then switched to Memphis Pride, which cost approximately $200 to 300 per month She has also competed for her school team since 2022, at a cost of approximately $400 per month for coaching and facilities. Varsity summer camp is mandatory for the school team.

8. In addition to the monthly fees for the gyms, I had to pay additional funds to attend 6-10 competitions per year for each of my three daughters, including Varsity competitions. The cost of attending these competitions varied, but included entrance fees, spectator fees, press pass to take photos of the team, and the costs of travel and food.

9. In addition, I paid between approximately $140 and $500 per night for hotel rooms at tournaments for which we traveled out of town. At some of the Varsity events I attended, including the UCS National Championships at Walt Disney World (described in more detail in the next paragraph), I was required to stay at the hotels Varsity specified, as part of what I and other parents referred to as "stay to play."

10. We attended Varsity's Summit end-of-year championship tournaments for All Star cheer at the Walt Disney World Resort near Orlando, Florida, in 2018 and 2019. We also attended Varsity's UCA High School National Championship at the Walt Disney World Resort in 2023 and 2024. My second daughter's high school team won the UCA Nationals this year. For each of

these tournaments, I paid $2,000 for four nights at the hotel that Varsity required us to stay in, plus a required $180-200 park-hopper fee to pay for entry to Disney World for each of my daughters, and a $40-45 spectator fee for me to get into the competition, among other costs.

11. We have also attended the USASF Cheerleading Worlds at the Walt Disney World Resort in 2023 and 2024.

12. For every year that my two younger daughters competed in school cheer, I have paid between $75 and $125 for them to attend Varsity cheer camp, which is a prerequisite for competing in Varsity's national championships, which the team competes in every year.

13. I have purchased new Varsity uniforms for each of my daughters approximately every 2 to 3 years, at a cost of approximately $350 to $480 per uniform. I also purchased Varsity shoes in some years, at a cost of approximately $110 to $120 per pair.

14. For the 2023-2024 season, our All-Star gym required us to buy new Varsity uniforms. We have asked in the past to get Rebel uniforms but were told that the Varsity judges would be punitive if we did. Our All-Star gym has also required us to attend a high number of Varsity competitions during this season in order to qualify for a discount on the uniforms.

15. A number of years ago, I learned from a friend who owned an All Star gym that she earned kickbacks from Varsity if the team attended a certain number of Varsity competitions and purchased Varsity uniforms. I do not know if the gyms I attended also receive kickbacks from Varsity. I do know that I never received a refund or reimbursement from the gyms.

16. I have never been a plaintiff in a class action lawsuit before this case. I have preserved all documents and communications that could be relevant to the case, and I have produced documents to my attorneys.

17. I am not being paid anything to be a named plaintiff in this case. I understand that if there is a successful outcome in the case, whether at trial or through settlement, a Court might award me with a service fee for agreeing to be a named plaintiff. But I did not agree to be a named plaintiff for money in any way. I did it because I believe Varsity takes advantage of their

size and charges families like mine more than they should.

18. I am fully committed to the prosecution of this case, and would testify at my deposition and at trial, if either becomes necessary.

19. I provided my files and data to my attorneys to comply fully with discovery in this matter.

20. I understand that as a class representative, I may be responsible for participating in giving notice to the classes if the class is certified, and I am willing to do so.

21. I seek nothing other than to further the best interests of the class, and am fully willing to give my time and energy to do so through resolution.

22. I declare under penalty of perjury that the foregoing is true and correct. Executed on May 13, 2024 in Arlington, Tennessee.

/s/ Amy Coulson
Amy Coulson