

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

JAMIE TODD, et al., on behalf of	:	
herself and all others similarly	:	
situated,	:	
	:	Case No. 3:24-cv-00615-wmc
Plaintiffs,	:	
	:	
v.	:	
	:	
	:	
ASHLEY FURNITURE	:	
INDUSTRIES, LLC, et al.,	:	
	:	
Defendants.	:	

AFFIDAVIT OF ANYA VERKHOVSKAYA

August 18, 2026

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I, Anya Verkhovskaya, hereby state as follows:

1. The facts set forth in this affidavit (the “Affidavit”) are based upon my personal knowledge, and I could competently testify to them if called upon to do so.

I. INTRODUCTION

2. Plaintiffs’ counsel asked me to apply my decades of experience in the fields of data management, data analysis, class member identification and location, notice, and claims administration in order to assess the class notice program and claims administration process implemented in connection with the Settlement, and to opine on whether that program and process satisfy the requirements of Rule 23 and due process and are fair, adequate, and reasonable.

II. EXPERIENCE AND QUALIFICATIONS

3. I am the President and Chief Executive Officer of Class Experts Group, LLC (CEG), a firm that offers litigation support services, including as consulting or testifying experts, with a focus on data management and data analysis in the area of consumer protection, human and civil rights class actions. CEG also provides class notification, settlement and claims administration. The CEG firm brochure is attached here as Exhibit 1.

4. I have more than two decades of experience serving as an expert witness or court-approved administrator in various class action matters, including hundreds of consumer protection, employment, antitrust, securities fraud, ERISA, human and civil rights, and other class action claims. My résumé describes my experience and qualifications in more detail and is attached as Exhibit 2.

5. I have extensive experience in identifying and locating class members in order to administer class actions and related programs, involving all aspects of direct, media, digital, email, and third-party notice programs, data management, claims administration, and settlement fund distribution, both domestically and internationally.

6. I have overseen the administration, processing, and adjudication of millions of class action claims, including analysis, classification, processing of documentation (paper and digital) and related correspondence; issuance of payment; and assuring legal and tax settlement fund compliance.

7. I regularly serve as an expert witness, providing opinions and testimony in state and federal court cases related to class member identification and location, class certification, notice adequacy, claims administration, and settlement disbursement.

8. I was the court-appointed settlement administrator and managed claims processing and the fund distribution and/or was a notice expert, including but not limited to the following cases:

Acevedo v. Lawyers Title Ins. Corp., No. 03-CH-07718 (Ill. Cir. Ct.)

Allen v. HealthPort Tech., LLC, No. 12-CA-013154 (Fla. Cir. Ct.)

Alper v. Warnock Ford, Inc., No. MRS-L-1644-10 (N.J. Super. Ct.)

Arias v. Award Homes, Inc., No. M54183 (Cal. Super. Ct.)

Arteaga v. MODA Furniture, Inc., No. L-000980-05 (N.J. Super. Ct.)

Benzion v. Vivint, Inc., No. 12-cv-61826 (S.D. Fla.)

Black v. Metso Paper USA, Inc., No. 05-cv-1951 (M.D. Pa.)

Blanco v. KeyBank USA, N.A., No. 03-cv-524 (N.D. Ohio)

Bosland v. Warnock Dodge, Inc., No. MRS-L-844-06 (N.J. Super. Ct.)

Bragg v. Bill Heard Chevrolet, Inc. Plant City, No. 02-cv-609-T-30EAJ (M.D. Fla.)

Brey Corp. v. Life Time Improv., Inc., No. 11-cv-00948 (D. Md.)

Brieger v. Tellabs, Inc., No. 06-cv-1882 (N.D. Ill.)

Brown v. Hayt, Hayt & Landau, LLC, No. L-7042-07 (N.J. Super. Ct.)

Brown v. Rita's Water Ice Franchise Co., LLC, No. 15-cv-3509 (E.D. Pa.)

Brumfield v. Countrywide Home Loans, Inc., No. 08-cv-93-HSO-JMR (S.D. Miss.)

Buchanan v. Sirius XM Radio Inc., No. 17-cv-00728 (N.D. Tex.)

Burns v. First Am. Bank, No. 04-cv-7682 (N.D. Ill.)

Canning v. Concord EFS, Inc., No. L-6609-02 (N.J. Super. Ct.)

Carlson v. Alaska Com. Fisheries Entry Comm'n, No. 3AN-845790 CI (Alaska Super. Ct.)

Cerda v. Assocs. First Cap. Corp., No. M-03-146 (S.D. Tex.)

Clearview Imaging, LLC v. Dairyland Ins., No. 04-11399 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Mercury Ins. Co. of Fla., No. 035170 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Nationwide Mut. Ins. Co., No. 0410396 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Progressive Consumers Ins. Co., No. 034174 (Fla. Cir. Ct.)

Clemons v. Thompson, No. MON-L-001980-07 (E.D.N.Y.)

Cohen v. JPMorgan Chase & Co., No. 04CV4098 (E.D.N.Y.)

Coleman v. Lincoln Wood Prods., Inc., No. 99-cv-1362 (N.J. Super. Ct.)

Collins v. Am. Consumer Shows, Inc., No. 10-cv-11912 (D. Mass.)

Commonwealth of Massachusetts v. H&R Block, Inc., No. 08-2474-BLS1 (Mass. Super. Ct.)

Coppess v. Healthways, Inc., No. 10-cv-00109 (M.D. Tenn.)

Corsello v. Verizon N.Y., Inc., No. 39610/07 (N.Y. Sup. Ct.)

Cotton v. Ferman Mgmt. Servs. Corp., No. 02-cv-08115 (Fla. Cir. Ct.)

Cottrell v. Gardner, No. 02-cv-121(I), Super. Fin. Corp. Deriv. Action (Ark.)

Croxall v. Tampa Hund L.P., No. 03-6201 (Fla. Cir. Ct.)

Cruz v. Condor Cap. Corp., No. MID-L-2108-06 (N.J. Super. Ct.)

Curtis v. N. Life Ins. Co., No. 01-2-18578-1 SEA (Wash. Super. Ct.)

Desai v. ADT Sec. Servs., Inc., No. 11-cv-1925 (N.D. Ill.)

Di Popolo v. Ramsey Nissan, Inc., No. BER-L-10319-09 (N.J. Super. Ct.)

Dishkin v. Tire Kingdom, Inc., No. 08-2088 (Fla. Cir. Ct.)

Drury v. Countrywide Home Loans, Inc., No. 08-cv-152-ORL-28 DAB (M.D. Fla.)

Duchene v. Westlake Servs., LLC, No. 13-cv-01577 (W.D. Pa.)

Eisenberger v. Boston Serv. Co., No. MID-L-10366-09 (N.J. Super. Ct.)
Epstein v. Sears, Roebuck & Co., No. UNN-L-1732-09 (N.J. Super. Ct.)
Est. of Robertson v. ADS Alliance Data Sys., Inc., No. 11-cv-1652 (M.D. Fla.)
Est. of Hampton v. Beverly Enters., Inc., No. 2004-95-3 (Ala. Cir. Ct.)
Estep v. Smythe Volvo, Inc., No. UNN-L-004184-03 (N.J. Super. Ct.)
Evans v. Stewart Title Guar. Co., No. 04-06630-05 (Fla. Cir. Ct.)
Family Open MRI, Inc. v. Direct Gen. Ins. Co., No. 03-4175 (Fla. Cir. Ct.)
Fernando v. Neopost USA, Inc., No. BC439856 (Cal. Super. Ct.)
Fernando v. Priority Mailing Sys., No. BC439857 (Cal. Super. Ct.)
Ferro v. Fla. Windstorm Underwriting Ass'n, No. 00014808 (Fla. Cir. Ct.)
Francis v. A&E Stores, Inc., No. 06-cv-1638 (S.D.N.Y.)
Franco v. Ace Parking Mgmt., Inc., No. BC392809 (Cal. Super. Ct.)
Fray-Witzer v. Metro. Antiques, LLC, No. 02-5827 (Mass. Super. Ct.)
Fray-Witzer v. Olde Stone Land Survey Co., Inc., No. 08-cv-04175 (Mass. Super. Ct.)
Froumy v. Stark & Stark, No. 09-cv-04890 (D.N.J.)
FW Transp., Inc. v. Assocs. Com. Corp., No. C2000000084 (Tex. Cir. Ct.)
Gilley v. Ernie Haire Ford, Inc., No. 02-8101 (Fla. Cir. Ct.)
Graham v. Town & Country Disposal of W. Mo., Inc., No. 10-cv-00551 (W.D. Mo.)
Greenstein v. Nations Title Agency of Fla., Inc., No. 07-014085 (Fla. Cir. Ct.)
Gulf Coast Injury Ctr., LLC v. Nationwide Mut. Fire Ins. Co., No. 08-012621 (Fla. Cir. Ct.)
Gupta v. Campus UW JV II, LLC, No. 23-2-02531-8 (Wash. Super. Ct.)
Hamilton v. ATX Servs., Inc., No. 08-cv-0030 (W.D. Mo.)
Haynes v. Baptist Health, 240 S.W.3d 576 (Ark. 2006)
Heidarpour v. Cent. Payment Co., LLC, No. 15-cv-00139 (M.D. Ga.)
Hellmers v. Countrywide Home Loans, Inc., No. 07-7703 (E.D. La.)

Hill v. Am. Med. Sec. Life Ins. Co., No. 06-cv-00332 (W.D. Tex.)
Hill v. Countrywide Home Loans, Inc., No. A-0178441 (E.D. Tex.)
Horton v. Cavalry Portfolio Servs., LLC, No. 13-cv-00307 (S.D. Cal.)
Hudson United Bank v. Chase, No. L-235-05 (N.J. Super. Ct.)
Hughley v. Md. Cas. Co., No. 06-21428-CIV-ALTONAGA (S.D. Fla.)
Hutson v. Baptist Health, No. CV 08-8221 (Ark. Cir. Ct.)
Hutt v. Martha Stewart Living Omnimedia, Inc., No. 651249/2012 (N.Y. Sup. Ct.)
Ikuseghan v. MultiCare Health Sys., No. 14-cv-05539 (W.D. Wash.)
Kalow & Springut, LLP v. Commence Corp., No. 07-3443 (D.N.J.)
Kay v. Wells Fargo & Co., No. 07-cv-01351 (N.D. Cal.)
Krakauer v. DISH Network, LLC, No. 14-cv-00333 (M.D.N.C.)
Lafayette Life Ins. Co. v. Cnty. of Menasha, No. 09-cv-64TLS-APR (N.D. Ind.)
LaVigne v. First Cmty. Bancshares, Inc., No. 15-cv-00934 (D.N.M.)
Luster v. Green Tree Servicing, LLC, No. 14-cv-01763 (N.D. Ga.)
Mann & Co., P.C. v. C-Tech Indus., Inc., No. 08-cv-11312 (D. Mass.)
Mann v. Lawyers Title Ins. Corp., No. 03 CH 15223 (Ill. Cir. Ct.)
Mantzouris v. Scarritt Motor Grp., Inc., No. 03-cv-0015-T-30-MSS (M.D. Fla.)
Martin v. Dun & Bradstreet, Inc., No. 12-cv-00215 (N.D. Ill.)
Martin v. Foster Wheeler Energy Corp., No. 06-cv-00878 (C.D. Cal.)
Mayotte v. Assoc. Bank, N.A., No. 07-cv-00033 (N.D. Fla.)
Meadows v. Clearwater Bay Mktg., LLC, No. 49C01-0812-PL-054708 (Ind. Cir. Ct.)
Means v. River Valley Fin. Bank, No. 49D12-0704-PL016504 (Ind. Super. Ct.)
Mey v. Herbalife Int'l, Inc., No. 01-C-263 (W. Va. Cir. Ct.)
Mey v. Interstate Nat'l Dealer Servs., Inc., No. 14-cv-01846 (N.D. Ga.)
Mey v. Venture Data, LLC, No. 14-cv-00123 (N.D. W. Va.)
Milford & Ford Assocs., Inc. v. Am. Consumer Shows, LLC, No. 10-cv-11912 (D. Mass.)

Milford & Ford Assocs., Inc. v. Cell-Tek, LLC, No. 09-cv-11261 (D. Mass.)

Miller v. Weltman, Weinberg & Reis Co., L.P.A., No. MID-L-006248-07 (N.J. Super. Ct.)

Mohamed v. Am. Motor Co., LLC, No. 15-cv-23352 (S.D. Fla.)

Monroy v. Citrus Cnty., No. 2004-CA-1840 (Fla. Cir. Ct.)

Moore v. Hertz Corp., No. 03-11772 (Fla. Cir. Ct.)

Mortgage Settlement Consumer Restit. Prog. (Foreclosure Restit. Prog. and BOA Victims Prog.)

Munday v. Navy Fed. Credit Union, No. 15-cv-01629 (C.D. Cal.)

Nguyen v. Vantiv LLC, No. 15-cv-02436 (N.D. Cal.)

NSL Cap. Mgmt. v. Gorman, No. C-48-08 (N.J. Super. Ct.)

Nthenge v. Pressler & Pressler, LLP, No. C-00-1211-PH (N.D. Cal.)

Obermeyer v. MarineMax E., Inc., No. 08-54007-CA-24 (Fla. Cir. Ct.)

Olivo v. Homecomings Fin., LLC, No. 06-4625 (N.Y. Sup. Ct.)

O'Neill v. Carrington Mortg. Servs., No. 19-cv-10643 (Mass. Super. Ct.)

Open MRI of Pinellas, Inc. v. Atlanta Cas. Ins. Co., No. 03-7721 (Fla. Cir. Ct.)

Ori v. Fifth Third Bank & Fiserv, Inc., No. 08-cv-00432-LA (E.D. Wis.)

Ownby v. Citrus Cnty., Fla., No. 04-CA-1840 (Fla. Cir. Ct.)

Parker v. Am. Med. Sec. Grp., Inc., No. 04-1-1980-42 (Ga. Super. Ct.)

Parthiban v. GMAC Mortg. Corp., No. SACV05-768-ODW (C.D. Cal.)

Perez v. Rent-A-Center, Inc., No. 01-cv-7593 (N.J. Super. Ct.)

Pettway v. Harmon Law Offices, P.C., No. 03-10932-RGS (D. Mass.)

Pickett v. Triad Fin. Corp., No. MID-L-007727-05 (N.J. Super. Ct.)

Pollitt v. DRS Towing, LLC, No. 10-cv-1285 (D.N.J.)

Premier Open MRI, LLC v. Progressive Am. Ins. Co., No. 04-00021 (Fla. Cir. Ct.)

Puritan Budget Plan, Inc. v. Amstar Ins. Co., No. 04-10428 (Fla. Cir. Ct.)

Ragsdale v. SanSai USA, Inc., No. 07-cv-1246 WQH (S.D. Cal.)

S. Parker Hardware Mfg. Corp. v. AT&T Corp., No. BER-L-162-06 (N.J. Super. Ct.)

St. Pete MRI v. Auto Club S. Ins. Co., No. 10-CA-013134 (Fla. Cir. Ct.)

St. Pete MRI v. Hartford, No. 10-03925 (Fla. Cir. Ct.)

Sam v. White, No. 49D06-1006-PL-027492 (Ind. Super. Ct.)

Santos v. Silver, No. MID-L-08188-07 (N.J. Super. Ct.)

Scher v. Oxford Health Plans, Inc., Am. Arbitration Ass'n, No. 11 193 00548 05

Sheikh v. Maxon Hyundai, Inc., No. L-000476-09 (N.J. Super. Ct.)

Silke v. Irwin Mortg. Corp., No. 49D03-0304-PL-000697 (Ind. Super. Ct.)

Soden v. E. Brunswick Buick, Nos. L-2510-03, L-5617-03 (N.J. Super. Ct.)

Sokoloski v. Stewart Title Guar. Co., No. 08-cv-00236-AWT (D. Conn.)

UltraOpen MRI Corp. v. Hartford Cas. Ins. Co., No. 07-CA009132 (Fla. Cir. Ct.)

UltraOpen MRI Corp. v. Nationwide Assurance Co., No. 03-010725 (Fla. Cir. Ct.)

United Consumer Fin. Servs. v. Carbo, 982 A.2d 7 (N.J. Super. Ct. App. Div. 2009)

Valley Nat'l Bank v. Cahn, No. L-0504-04 (N.J. Super. Ct.)

Veal v. Crown Auto Dealerships, Inc., No. 04-cv-0323-T-27 (M.D. Fla.)

Walker v. Hill Wallack LLP, No. MID-L-003480-08 (N.J. Super. Ct.)

Ward v. Flagship Credit Acceptance, LLC, No. 17-cv-02069 (E.D. Pa.)

Watson v. Lexus of Manhattan, No. 20-cv-04572 (S.D.N.Y.)

Wells v. DTD Enters., Inc., No. L-9012-07 (N.J. Super. Ct.)

Wenger v. Cardo, Inc., No. MID-L-4924-07 (N.J. Super. Ct.)

Wenger v. Freehold Subaru, LLC, No. MON-L-4003-10 (N.J. Super. Ct.)

Williams v. CBE Grp., No. 11-cv-3680-PS (D.N.J.)

Williams v. Pisa Grp., Inc., No. 18-cv-04752 (E.D. Pa.)

Yariv v. AT&T Corp., No. SOM-L-272-05 (N.J. Super. Ct.)

Yingling v. eBay, Inc., No. 09-cv-01733 JW (N.D. Cal.)

9. These cases collectively identified, notified, and/or issued payment to millions of persons who met the respective class definitions in each case.

10. Courts have admitted my expert opinions and testimony about my data analysis methods, notice programs' effectiveness and efficiency, and the reliability of claims administration determinations made under my direction, in dozens of cases.

11. In addition to the cases referenced above and in my résumé, I have also overseen a number of complex, large-scale domestic and international administration programs.

12. As the court-appointed notice administrator in *In re Holocaust Victim Assets Litig.*, 105 F. Supp. 2d 139 (E.D.N.Y. 2000), I played a key role in a worldwide Phase I notice program that resulted in the processing of more than 500,000 initial questionnaires relating to a \$1.25 billion settlement. In Phase III of that matter, I coordinated delivering notice to more than 10,000 Jewish communities in 109 countries. In both Phases I and III of that matter, I administered international help and call centers that directly assisted more than 100,000 potential claimants, created a class-appropriate notice targeting members of the Romani community in 48 countries, directed hundreds of staff in communicating with Romani communities and individuals, and notified more than two million people of the settlement.

13. I led notice and claims collection efforts in the German Forced Labour Compensation Programme (GFLCP). Under my direction, the program located more than 43,000 Romani survivors in 17 countries in central and eastern Europe who were potentially eligible for humanitarian aid. I oversaw creation of a comprehensive database for the GFLCP and the Holocaust Victim Assets Programme and coordinated direct assistance with claim completion for more than 11,000 Romanies in eight central and eastern European countries.

14. I was appointed by Chairman Lawrence Eagleburger, former U.S. Secretary of State, to serve as consultant to the International Commission on Holocaust Era Insurance Claims (ICHEIC) on notice and outreach strategies and supervised the notification of claimants and face-to-face assistance programs in eastern Europe and the former Soviet Union.

15. I was appointed by the Israeli government as the administrative director of Project HEART (Holocaust Era Asset Restitution Taskforce) to provide essential tools, strategy, and information to enable Israel and its partners to secure restitution for eligible Jewish Holocaust victims and their heirs. Project HEART was one of the most comprehensive multilingual notice campaigns ever undertaken, covering 137 countries. I assisted in launching a multilingual, interactive website, establishing a 24-hour call center in 13 languages, distributing more than 500,000 documents to potentially eligible families of Holocaust victims, handling more than 80,000 telephone calls, conducting archival research, and creating the most comprehensive online database of nearly two million records of looted Jewish property. In addition, under my supervision, Project HEART reached out to 15,000 non-governmental organizations (NGOs) to engage them in the project to provide personal assistance to thousands of Holocaust victims and their heirs in making their claims.

16. I was appointed as the Settlement Administrator in the matter of *Peltier v. Haaland*,¹ No. 20-cv-03775 (D.D.C.), a class action lawsuit to redress alleged breaches of trust by the United States Department of the Interior, the United States Department of the Treasury, and the United States of America with respect to the accounting and management of two Judgment Awards of the Indian Claims Commission (ICC). The \$59 million settlement provides relief to several generations of tribal families. As part of this litigation, I worked over the course of several years to develop a novel class notification and claims adjudication process that would quickly and efficiently distribute settlement funds to surviving tribal members and their heirs, many of whom are aging. At the preliminary approval hearing, the federal judge overseeing the settlement noted that CEG was “instrumental in helping to shape the deal...”

17. At the final settlement approval fairness hearing, class counsel noted that CEG “made extensive efforts to identify and reach” the class and that CEG’s class notification efforts

¹ Formerly known as *Leslie Ann Wilkie Peltier, et al. v. Scott de la Vega, et al.*, since under Federal Rule of Civil Procedure 25(d), a public officer’s successor is automatically substituted as a party.

“have met or gone beyond the Rule 23 and due process...requirements...The notice program here has been thorough...” (Transcript of Fairness Hearing via Videoconference before the Honorable Thomas F. Hogan, June 10, 2021, p. 16, lines 12–18). In his order granting final class action settlement agreement approval, the court noted that CEG’s class notification process provided “the best notice practicable under the circumstances...and it was reasonably calculated to reach the class members.” (Order Granting Final Certification of Class Pursuant to Fed. R. Civ. P. 23(b)(3) for Settlement Purposes Only, and Final Approval of Class Action Settlement Agreement ¶ 7, *Peltier v. Haaland*, No. 1:20-cv-03775-TFH (D.D.C.) June 23, 2021, ECF No. 34.) As an indication of the notice adequacy and its expansive reach, claimants were reached beyond the USA and claims were filed by class members from ten additional countries: Australia, Austria, Canada, Germany, Japan, The Netherlands, New Zealand, Norway, South Korea, and the United Kingdom.

18. I was the CAFA notice administrator, including but not limited to, the following cases:

Buchanan v. Sirius XM Radio Inc., No. 3:17-cv-00728 (N.D. Tex.)

Lofton v. Verizon Wireless (VAW) LLC, No. 4:13-cv-05665 (N.D. Cal.)

Mey v. Interstate Nat’l Dealer Servs., Inc., No. 1:14-cv-01846 (N.D. Ga.)

Mey v. Venture Data, LLC, No. 5:14-cv-00123 (N.D. W. Va.)

Munday v. Navy Fed. Credit Union, No. 8:15-cv-01629 (C.D. Cal.)

Nguyen v. Vantiv LLC, No. 3:15-cv-02436 (N.D. Cal.)

Rudin v. MTGLQ Invs. LP, No. 19-2-17081-6 SEA (Wash. Super. Ct. King Cnty.)

Russell v. Rent-A-Center, Inc., No. 1984-CV-00382 (Mass. Super. Ct. Suffolk Cnty.)

Shulruff v. Inter-med, Inc., No. 1:16-cv-00999 (N.D. Ill.)

Tannlund v. Real Time Resolutions, Inc., No. 1:14-cv-01549 (N.D. Ill.)

Ward v. Flagship Credit Acceptance, LLC, No. 17-cv-02069 (E.D. Pa.)

Williams v. Pisa Grp., Inc., No. 2:18-cv-04752 (E.D. Pa.)

19. I have experience administering class action settlements involving voucher-based and coupon relief for defendants' products, having overseen the design, implementation, and distribution of voucher and coupon redemption programs in numerous consumer class action matters over the course of my career. This experience includes structuring voucher and coupon issuance and redemption processes, coordinating with claims administrators to verify eligible claims, and ensuring that voucher and coupon-based settlement programs comply with applicable legal and regulatory requirements. Based on this experience, I am familiar with industry-standard practices for administering voucher and coupon settlements, including methods for calculating per-claim voucher and coupon values, structuring redemption periods, and addressing common implementation challenges that arise in the administration of voucher and coupon-based relief.

Case Background

20. This matter, *Todd v. Ashley Furniture Industries, LLC*, Case No. 3:24-cv-00615-wmc, is a consumer class action pending in the United States District Court for the Western District of Wisconsin before the Honorable William M. Conley. Plaintiffs bring this action against Ashley Furniture Industries, LLC, Ashley Global Retail, LLC, and Resident Home, LLC (collectively, "Ashley" or "Defendants"). *See* First Am. Compl. ¶ 1, ECF No. 56. Ashley is an American home-furnishing manufacturer and retailer headquartered in Arcadia, Wisconsin, and on or about March 6, 2024, it acquired Resident Home, LLC, a digital mattress retailer whose products are marketed under brands such as Nectar and DreamCloud. *Id.* ¶¶ 2–3. Plaintiffs allege that Defendants manufactured, distributed, sold, and/or marketed mattresses containing fiberglass and continuous filament glass fibers (the "Affected Mattresses"), sold under the Ashley, Nectar, DreamCloud, and Siena brands. *Id.* ¶ 1; Long Form Notice at 2, 7.

21. To comply with the federal open-flame resistance standards applicable to mattresses, *see* 16 C.F.R. § 1633, each Affected Mattress is encased in a fire-retardant sock or sleeve (the "FR Sleeve") containing continuous filament glass fibers, which is in turn encased in a removable, zippered outer cover (the "Outer Cover"). First Am. Compl. ¶¶ 4–5. Plaintiffs allege

that the glass fibers in the FR Sleeve break and release into the surrounding environment, either by migrating through the porous Outer Cover or upon removal of the Outer Cover, a condition the operative complaint defines as the “Defects.” *Id.* ¶ 6.

22. According to Plaintiffs, once released, the glass fibers disperse through the air and travel throughout a home via HVAC systems, vents, and doorways, contaminating clothing, bedding, furniture, flooring, drywall, electronics, and other property. *Id.* ¶ 8. Plaintiffs allege that the fibers injure humans and animals, causing respiratory issues and skin and eye irritation; that contaminated items are virtually impossible to fully clean and frequently must be discarded; and that contamination can displace residents from their homes pending costly professional remediation. *Id.* ¶¶ 7, 9–10. Plaintiffs further allege that the Class suffered economic harm and that some Class Members experienced property impact or physical effects. Long Form Notice at 2.

23. Plaintiffs assert causes of action for failure to warn, design defect, negligence, breach of the implied warranties of merchantability and fitness for a particular purpose, breach of express warranty, unjust enrichment, violations of various states’ consumer protection statutes, and violations of 15 U.S.C. § 2073. Long Form Notice at 2. They seek to represent nationwide and state-wide classes of consumers who purchased the Affected Mattresses and of individuals who suffered personal injury or property damage as a result of the glass fibers. First Am. Compl. ¶ 11. This Court’s subject-matter jurisdiction is premised on the Class Action Fairness Act, 28 U.S.C. § 1332(d). *Id.* ¶ 56.

24. On January 21, 2026, following extensive litigation, including the production and review of tens of thousands of documents, expert analysis, party depositions, nationwide testing and laboratory analysis, and protracted arm’s-length negotiations, the parties reached a class action settlement (the “Settlement”) providing a \$9,000,000 Common Voucher Fund for the proposed Class. Pls.’ Unopposed Mot. for Prelim. Approval ¶¶ 1–2, ECF No. 64. Plaintiffs moved for preliminary approval of the Settlement on February 25, 2026, and the Court has set a final approval

hearing for September 24, 2026. *Id.* ¶ 4; Long Form Notice at 23. Defendants deny the material allegations in this case and deny any wrongdoing or liability. Pls.’ Unopposed Mot. for Prelim. Approval ¶ 1.

25. In connection with the Settlement, the operative Long Form Notice defines the Settlement Class as “all individual end consumers who purchased an Affected Mattress in the United States during the Class Period which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass as a fire-retardant material in the inner sock of the mattress,” with an “Affected Mattress” meaning a mattress “designed, manufactured, produced, distributed, sold, or marketed by Defendants that contained fiberglass as a fire-retardant material in the inner sock of the mattress,” and the “Class Period” running from October 1, 2017, to June 30, 2024. Long Form Notice at 5. The Named Plaintiffs assert that the Settlement Class meets the certification standards of Federal Rule of Civil Procedure 23(b)(3) and should be certified at final approval. Pls.’ Unopposed Mot. for Prelim. Approval ¶ 4, ECF No. 64.

26. Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, on behalf of the Defendants, Epiq Class Action and Claims Solutions, Inc. (“Epiq”), the Administrator for the Settlement, distributed Notice of Class Action Settlement and Hearing Date for Final Court Approval to the appropriate federal and state officials on March 6, 2026. The Declaration of Kyle S. Bingham of Epiq regarding dissemination of the CAFA notice is attached hereto as Exhibit 3. CAFA notice was served more than ninety (90) days prior to the Final Approval Hearing, currently scheduled for September 24, 2026, in compliance with 28 U.S.C. § 1715(d).

27. Prior to the expiration of the period to file claims, the Settlement received eight (8) objections. Collectively, they challenge the Settlement as being a coupon and argue that cash is more favorable and that the attorneys’ fees are too high. All objectors were pro se except one.

28. On July 17, 2026, Objector Kyle Painter, represented by Theodore H. Frank of the Hamilton Lincoln Law Institute’s Center for Class Action Fairness, filed a supplemental objection

and brief in opposition raising three principal objections. ECF No. 83. First, Painter contends that the Settlement's "voucher" awards constitute coupons under the Class Action Fairness Act, 28 U.S.C. § 1712(a), and that the Court's preliminary approval order applied an incorrect legal standard in evaluating whether the vouchers qualify as coupons. Second, Painter argues that because the Settlement provides no injunctive relief and the vouchers are the only compensatory award, attorneys' fees must be calculated under CAFA based on the value of vouchers actually redeemed by Class Members, rather than on the vouchers' aggregate or face value, and he cites redemption-rate data from other coupon settlements suggesting actual redemption is likely to fall well below the \$9,000,000 Settlement figure. Third, Painter requests that the Court bifurcate the fee award from settlement approval and defer any determination of attorneys' fees until after the one-year voucher redemption period has expired, so that fees can be based on the actual economic value delivered to the class.

29. Painter does not oppose final approval of the Settlement's substantive terms other than a speculative assertion regarding aggregation with existing discounts, which I understand to be incorrect; his objection is thus limited to the timing and methodology of the attorneys' fee award.

30. According to the Client Activity Report prepared by Epiq, as of August 7, 2026, Epiq had sent a cumulative total of 6,019,881 direct notices to the Class, consisting of 3,168,568 initial email notices and 2,851,047 reminder email notices, and had processed 12,502 undeliverable direct notices. Epiq's records further reflect that 3,059,443 Class Members have been successfully reached, while 109,127 Class Members remain unreachable. As of the same date, 153 Class Members had submitted opt-out requests and eight (8) objections had been received, all of which were timely, each measured against the July 17, 2026, deadline. Epiq also received a cumulative total of 144,439 claims, consisting of 143,895 web-based claims and 544 paper claim forms. Based on the total number of claims filed, the estimated voucher value per claim is approximately \$60. In addition, Epiq had logged 278 pieces of mailed correspondence

received and 10 pieces of mailed correspondence sent, as well as 2,028 emails received and 2,367 emails sent. Epiq's call center, launched May 8, 2026, had fielded 1,422 calls totaling 3,407 minutes, and the settlement website, mattressclassactionsettlement.com, had recorded 803,029 page views across 217,025 sessions.

31. Plaintiffs retained me at an hourly rate of \$625 for my time preparing this Affidavit, and \$850 for testimony in deposition, at a hearing, or in trial. My staff performs work at rates ranging between \$90 and \$525 per hour. My compensation does not depend upon the opinions that I offer or on the outcome of this matter.

32. In the past ten years, I have authored no publications.

33. I am over the age of 21, and I am not a party to this action.

34. I am not a member of the Class.

35. In my professional capacity, I have testified as an expert witness at deposition or trial over the last four years in the cases listed on Exhibit 4.

III. DATA AND DOCUMENTS RELIED ON

36. In the course of my work on this matter, I have reviewed a variety of materials relevant to this case. I relied on the following files and documents in forming my opinions outlined in this Affidavit:

- a. First Amended Complaint and Jury Demand, *Todd v. Ashley Furniture Industries, LLC*, No. 3:24-cv-00615-wmc (W.D. Wis.), filed September 10, 2025 (ECF No. 56);
- b. Declaration of James B. Baldinger, executed February 16, 2026, filed February 26, 2026 (ECF No. 66);
- c. Class Action Settlement Agreement and Release, executed on or about February 24, 2026;

- d. Declaration of Cameron R. Azari, Esq. Regarding Notice Plan, executed February 24, 2026, filed February 26, 2026 (ECF No. 69);
- e. Plaintiffs' Unopposed Motion for Preliminary Approval, filed February 25, 2026 (ECF No. 64);
- f. Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval, filed February 25, 2026 (ECF No. 65);
- g. Exhibit 1 to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval (Class Action Settlement Agreement and Release), filed February 25, 2026 (ECF No. 65-1);
- h. Declaration of D.G. Pantazis, Jr., dated February 25, 2026, filed February 26, 2026 (ECF No. 67);
- i. Opinion and Order Granting Preliminary Approval of Class Action Settlement, filed March 19, 2026 (ECF No. 70);
- j. Long Form Notice, as approved by the Court's Opinion and Order Granting Preliminary Approval, March 19, 2026 (ECF No. 70);
- k. List of Affected Mattresses (by SKU and item name), updated as of May 13, 2026; and
- l. Client Activity Report, prepared by Epiq Class Action & Claims Solutions, Inc., dated July 27, 2026.

37. The following are examples of consumer coupon class action settlements that received final court approval, reviewed here to demonstrate that coupon-based settlements are approved by courts when properly structured and when the relief provided is fair, reasonable, and adequate:

Adell v. Quixtar, Inc., No. BC405420 (Cal. Super. Ct. L.A. Cnty.)

Clark v. Payless ShoeSource, Inc., No. 2:09-cv-00915 (W.D. Wash.)

Dardarian v. OfficeMax N. Am., Inc., No. 4:11-cv-00947 (N.D. Cal.)

Fafard v. Apple Inc., No. 4:12-cv-5125 (N.D. Cal.)

Fleury v. Richemont N. Am., Inc., No. 05-cv-4525 (N.D. Cal.)

In re Groupon Mktg. & Sales Practices Litig., No. 3:11-md-02238-DMS (RBB) (S.D. Cal.)

Johnson v. Apple Inc., No. 1-09-CV-146501 (Cal. Super. Ct. Santa Clara Cnty.)

Kazemi v. Payless ShoeSource, Inc., No. 3:09-cv-05142 (N.D. Cal.)

Morey v. Louis Vuitton N. Am., Inc., No. 3:11-cv-01517 (S.D. Cal.)

IV. OPINION

38. The Opinion and Order Granting Preliminary Approval of Class Action Settlement, dated March 19, 2026, ECF No. 70, at ¶¶ 13–14, states that given the uncertainty surrounding the value of the voucher awards to individual class members and their purchasing power at the stores where they may be redeemed, and in the absence of guidance from Epiq or other experts experienced in implementing voucher programs limited to a single defendant’s products for a class of this size, the Court reserved ruling on whether the proposed settlement constitutes a coupon settlement under CAFA in advance of the final fairness hearing. Notwithstanding this reservation, the Court found that Plaintiffs had sufficiently demonstrated that the proposed voucher settlement is fair, reasonable, and adequate under § 1712(e) to warrant preliminary approval, based on the mitigating features of the voucher proposal, the injunctive relief already negotiated by the parties, and the prospect of protracted and expensive litigation absent a settlement. The Court indicated it would enter a further written order following the final fairness hearing under § 1712(e) if it concludes that the parties have, in fact, reached a coupon settlement.

39. Having conducted a thorough review and analysis of the Memorandum of Law in Support of Plaintiffs’ Motion for Preliminary Approval, the Agreement, the Opinion and Order Granting Preliminary Approval of Class Action Settlement, and the Long Form Notice, and drawing on my professional background and experience administering class action settlements, I have concluded, and it is my opinion, that the Settlement structure, as designed, maximizes the

practical, real-world value that Class Members can realize from the \$9,000,000 Common Voucher Fund. Each class member voucher provides gift card or cash-like value rather than serving only as a coupon or discount. The basis for this opinion is set forth below. I do not offer an opinion on the ultimate legal question of whether the Settlement is “fair, reasonable, and adequate” under Rule 23(e) or 28 U.S.C. § 1712(e); that determination is for the Court.

40. *Transferability.* The Agreement’s treatment of Voucher transferability is a notable feature that enhances the practical value of this benefit to the Class. Under the Agreement’s definition of “Voucher,” each Voucher is “fully transferable to others without restriction so long as they are not sold or offered for sale in connection with any transfer” (Agreement ¶ 1.34). This means a Claimant who does not wish to purchase from Ashley, Nectar, DreamCloud, or Siena directly may give the Voucher to a family member, friend, or other third party who can redeem it in their place, without needing the Administrator’s or Defendants’ approval. The only limitation is that the Voucher cannot be sold or offered for sale as part of that transfer, a restriction the Agreement enforces by giving Defendants and/or the Administrator the right to decline any Voucher believed to have been obtained in violation of this term (Agreement ¶ 7.4.5). This unrestricted (non-monetized) transferability meaningfully distinguishes the benefit from more rigid coupon structures that require redemption by the original Claimant only, and it increases the likelihood that the Voucher’s value will actually be realized by someone in the Class Member’s household or network.

41. *Product Selection.* The scope of eligible products and brands available for redemption further supports the fairness and adequacy of this benefit. The Agreement makes the Voucher usable across four distinct brands and platforms, ashleyfurniture.com, nectarsleep.com, dreamcloudsleep.com, and sienasleep.com (Agreement ¶ 1.34), spanning both traditional furniture and mattress retail (Ashley) and the direct-to-consumer bed-in-a-box brands (Nectar, DreamCloud, and Siena), such that a Claimant is not confined to the purchase of another mattress or to the specific brand from which the Claimant’s original Affected Mattress was purchased, but may

instead select furniture, bedding, or sleep accessories across any of the four platforms according to their own needs. For example, it is my understanding, that as of July 31, 2026, there were close to 6,000 in-stock product items available on ashleyfurniture.com that were priced at \$60 or below. These items include a range of home goods and furnishings encompassing, among many other things, desks, bookcases, home décor items, rugs, sheets, mattress protectors, and pillows.

42. The Agreement further specifies that Vouchers “will apply to the purchase prices offered to the general public” (Agreement ¶ 1.34), with no minimum purchase requirement imposed on redemption, ensuring that Claimants receive the benefit of the same prices, discounts, and promotional offers available to any other consumer. Based on my professional experience administering comparable settlement benefit distributions, the imposition of minimum purchase requirements or the exclusion of claimants from general public pricing are common structural features that suppress redemption value in coupon-based settlements, and the absence of such restrictions here is a deliberate design choice that, combined with the breadth of eligible brands and products, substantially increases the likelihood that Class Members will identify a product they wish to purchase and correspondingly increases the real-world value realized from the Common Voucher Fund, a structural feature that, based on my professional experience, meaningfully increases the practical, redeemable value that Class Members can realize from the Voucher.

43. *Duration of Redemption Period.* The duration of the redemption period set forth in the Agreement further supports the conclusion that the Voucher benefit carries meaningful, real-world value for Class Members. Paragraph 3.2 of the Agreement provides that Vouchers “will expire after three hundred sixty-five (365) days from distribution,” a period substantially longer than the redemption windows typically found in coupon-based class action settlements, which frequently expire within thirty to ninety days of issuance; based on my professional experience administering settlement benefit distributions, redemption rates correlate directly with the length of the redemption period, such that shorter windows suppress utilization while extended windows

of this nature materially increase the probability that Class Members will exercise the benefit before it lapses. This is particularly significant given that furniture and mattress purchases are contemplated, non-impulse transactions that consumers typically plan around specific circumstances, including moving, seasonal sales events, or household budgeting cycles, and a truncated redemption period would foreclose Class Members from timing their purchase accordingly and would depress the realized value of the Common Voucher Fund as a result. The Agreement further provides that Vouchers “will not be replaced if lost or stolen, must be used in a single purchase, and will have no residual value if the amount redeemed is less than the Voucher amount” (Agreement ¶ 3.2); these terms are standard for benefits of this kind and do not diminish the adequacy of the redemption period, but rather place a reasonable and customary burden on the Claimant to redeem the Voucher within the allotted time, consistent with similar benefit distributions in comparable class action settlements. Considered together with the multi-brand product selection and unrestricted transferability of the Voucher discussed above, the twelve-month redemption period is a structural feature that increases, rather than diminishes, the practical value of this benefit to the Class.

44. *Aggregation.* The aggregability of the Vouchers is a further structural feature that, in my professional experience, increases the practical value of this benefit to the Class. The proposed Preliminary Approval Order submitted in connection with the Settlement (Exhibit C to the Agreement) expressly recognizes that “the vouchers are freely transferable and may be aggregated,” and further notes that there is no minimum purchase amount and that a large number of products may be purchased with the Vouchers without the expenditure of any additional cash. The ability of a Claimant to aggregate multiple Vouchers, whether obtained through the Claimant’s own purchase of more than one Affected Mattress, or through transfer from other Claimants, materially increases the purchasing power available to that Claimant and correspondingly increases the range of products obtainable using the Voucher alone. Based on my professional experience and comparable settlement benefit distributions, the ability to aggregate benefits of this

kind is a meaningful distinguishing feature from restrictive coupon structures, which typically limit redemption to a single, low-value transaction and thereby depress the realized value of the benefit to class members. Considered together with the twelve-month redemption period, unrestricted transferability, and multi-brand product selection discussed above, the aggregation feature of the Vouchers further supports the conclusion that the Common Voucher Fund, as structured, delivers real and meaningful value to the Class.

45. *Administrative Restrictions/Claims Process.* The claims process established by the Agreement imposes minimal administrative burden on Class Members and is designed to facilitate, rather than impede, participation in the Common Voucher Fund. For Class Members who receive Email Notice, the Agreement requires only that the Class Member submit an online Claim Form confirming, via checkbox, that they purchased an Affected Mattress within the Class Period, and attesting to that purchase under penalty of perjury; no documentary proof of purchase is required for this group (Long Form Notice at 10). For Class Members who do not receive direct Email Notice, the Agreement likewise permits Claim Form submission online or by U.S. Mail, and requires evidence of Class membership only in the form of readily available materials, such as a sales receipt, store record, or photograph of the mattress label or tag displaying the SKU or serial number or, in the absence of any such documentation, a brief self-reported description of the purchase, including the mattress brand, approximate purchase date, store, and location (Agreement ¶ 7.4.2). The Administrator is directed to make reasonable efforts to determine the validity of a Claim based on the information provided, rather than imposing a rigid documentary threshold that would disqualify Claimants who lack a receipt or other formal proof of purchase (Agreement ¶¶ 7.4.2, 7.4.4). The Agreement further affords Class Members a substantial response period of 120 days from entry of the Preliminary Approval Order within which to submit a Claim Form (Agreement ¶ 7.4.3). Based on my professional experience administering comparable settlement claims processes, administrative requirements utilized here, including a straightforward attestation for noticed Class Members, flexible and low-burden proof-of-purchase alternatives for non-

noticed Class Members, and a meaningful response period, are consistent with claims processes that achieve high rates of valid claims submission. Accordingly, it is my opinion that the claims process set forth in the Agreement is reasonably calibrated to maximize legitimate participation by the Class while preserving the Administrator's ability to verify claims and prevent fraud.

46. *Allotments of Vouchers to Class Members.* The Agreement's approach to allotting Vouchers among Claimants further provides an equitable structure for the distribution of value among class members. Rather than capping recovery at a single Voucher per Claimant regardless of purchase history, the Agreement provides that "every Participating Class Member who timely makes a valid Claim shall be entitled to one Voucher per Affected Mattress purchased" (Agreement ¶ 1.34). This structure ensures that Claimants who purchased multiple Affected Mattresses are not arbitrarily limited to the same recovery as a Claimant who purchased only one and instead receive an allotment that scales with the extent of their actual transactions with Defendants. The value of each individual Voucher is then determined on a *pro rata* basis, calculated by dividing the \$9,000,000 Common Voucher Fund by the total number of valid Claims submitted across the Class (Agreement ¶¶ 3.1.1, 3.1.2), with the Administrator performing this calculation within fourteen days after the Effective Date and formally reporting it to Class Counsel and Defense Counsel (Agreement ¶ 4.3). Based on my professional experience and comparable settlement distributions, a per-unit allotment methodology of this kind is a more equitable mechanism than a flat, per-claimant benefit, because it apportions the fixed Common Voucher Fund in proportion to each Claimant's actual relationship to the underlying conduct at issue, rather than allowing Claimants with a single affected purchase and Claimants with multiple affected purchases to receive identical recovery. It is my opinion that this allotment structure, in combination with the *pro rata* calculation methodology set forth in the Agreement, results in a distribution of the Common Voucher Fund that is equitable as among Claimants and consistent with the fair and adequate administration of settlement benefits of this kind.

47. The structural features described above, including transferability, product selection, duration of the redemption period, aggregation, the claims process, and the per-Mattress allotment methodology, are, in my experience, the kind of features that correlate with higher real-world redemption and practical value to class members. I understand from the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval (§ III.H.2(a), ECF No. 65) that Class Counsel relies on these same factual features in arguing that the Settlement is not a coupon settlement. Although I take no position on the legal argument, which is for the Court to resolve, the structure of this settlement, based on my professional experience, is more akin to a gift card providing cash-like value than a discount requiring an outlay of personal class member funds to trigger any value. I note, in addition, that more than 144,000 Claimants participated in the claims filing process, only 153 individuals opted out of the Settlement, and only eight objections were filed, participation and objection rates that, in my experience administering comparable settlements, are consistent with a claims population that found the Voucher benefit worth pursuing.

48. The \$9,000,000 Common Voucher Fund is fixed regardless of the participation rate, the Vouchers are freely transferable and may be aggregated, they may be used across multiple stores with no minimum purchase requirement, 5,921 items are available at or below the Voucher value, and the Vouchers do not expire for 365 days. These factual characteristics of the Voucher benefit support my opinion that the Vouchers provide real, practical, cash-like value dissimilar from a discount or coupon that requires an outlay of personal funds before providing value. I use the term "coupon" here in accordance with its commonly understood meaning as a form of discount, and not as a legal conclusion.

49. I understand from the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval (§ III.H.2(b), ECF No. 65) that Class Counsel argues, in the alternative, that the Settlement independently satisfies 28 U.S.C. § 1712(e) even if the Voucher relief were deemed a coupon. I do not offer a legal opinion on that question. I note only, as a factual matter within my

area of expertise, that the non-reversionary structure of the \$9,000,000 Common Voucher Fund, the separate payment of the \$380,000 in administration and notice costs, and the payment of attorneys' fees from a separate non-reversionary fund rather than from the Class's recovery are features that, in my professional experience, are commonly associated with settlement structures designed to maximize the value actually delivered to class members.

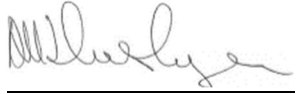
50. It is my understanding that the Court will make the final determination whether the Settlement qualifies as a coupon settlement under CAFA and whether it satisfies 28 U.S.C. § 1712(e). I do not offer an opinion on either of those legal questions. My opinion is limited to the factual and practical matter, within my professional expertise, that the Voucher benefit, regardless of its ultimate legal classification, is structured in a manner that, in my experience, maximizes the real-world value Class Members can realize from it.

V. CONCLUSION

51. Based on all of the foregoing and drawing on my experience administering redemption programs, it is my opinion that the Voucher relief provided by this Settlement functions, in practical operation, like a transferable store credit or cash-like gift card rather than like a single-use discount coupon. I offer this opinion as a settlement administrator and not as a lawyer; the legal classification of the Voucher under 28 U.S.C. § 1712, and whether that classification triggers the statute's heightened scrutiny, are questions of law reserved for the Court. The question I am qualified to address, and the one that 28 U.S.C. § 1712(d) expressly contemplates expert testimony on, is the practical one of how a benefit actually behaves in the hands of a real Class Member. Stated plainly, in my experience a coupon typically gives a consumer a discount only if the consumer agrees to spend more of their own money, at the same company, and usually on the same kind of product that disappointed them in the first place. The Voucher does not share those characteristics: it converts a fixed, non-reversionary \$9,000,000 fund into freely transferable, aggregable credits that can be spent on thousands of items across four

separate brands, at prices available to the general public, without the Class Member spending a dollar out of pocket.

Executed at Milwaukee, Wisconsin, this 18th day of August, 2026.

A handwritten signature in cursive script, appearing to read 'Anya Verkhovskaya', written in dark ink.

Anya Verkhovskaya

EXHIBIT 1

Class Experts Group, LLC

Class Experts Group, LLC (CEG) is a trusted partner in class action litigation, offering deep expertise in data analysis, expert witness testimony, and full-scale class action administration.



CLASS EXPERTS GROUP LLC

Expert Services Data Analysis Notice & Administration



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1 INTRODUCTION TO CLASS EXPERTS GROUP

Class Experts Group, LLC (CEG) is a trusted partner in class action litigation, offering proven proficiency in data analysis, expert witness testimony, and full-scale class administration.

The executive team heading CEG boasts decades of combined experience in delivering complex litigation support in class action consumer litigations, the Telephone Consumer Protection Act (TCPA), the Video Privacy Protection Act (VPPA), the Employee Retirement Income Security Act (ERISA), human rights, data breach, the Real Estate Settlement Procedures Act (RESPA), insurance, and other class action matters.

Established in 2018 as a boutique firm with a worldwide presence, CEG offers a comprehensive range of services tailored to intricate litigation support. Our offerings include data analysis, expert witness testimony, and class action notice and settlement administration. Whether your case demands data assessment, identification and location of class members, class notice, claims processing, or settlement fund distribution, CEG stands ready to be an essential ally on your team. We partner closely with you, offering seasoned advice based on our wealth of experience.

Founded on principles of collaboration and transparency, CEG has cultivated a distinct, women-directed business environment that prioritizes quality. We promote an atmosphere of honesty and fair dealing, extending these values to clients and class members alike.

These principles, combined with our unique service offerings combining data analysis, expert testimony, and settlement administration, position CEG as a trailblazer and innovator in the industry. Our clients consistently choose CEG because we are problem solvers and team players, offering workable solutions customized to each case's unique specifications.

Our team brings not only analytical precision but also a deep understanding of the human elements in class litigation. We know that behind every data point is a person, and we approach each engagement with empathy, discretion, and a commitment to justice.

CEG is also known for its adaptability and responsiveness. We thrive in fast-paced environments where agility, accuracy, and strategic foresight make all the difference. With in-house expertise across disciplines and access to cutting-edge tools, we are able to scale quickly, troubleshoot effectively, and deliver results that meet the highest standards—on time, every time.



2 OUR SERVICES

2.1 DATA ANALYSIS

In complex litigation, data analysis involves systematic examination of available records, files, and documents using analytical and logical reasoning to scrutinize each element within the provided data. Information is gathered from various sources, reviewed thoroughly, and then processed to derive conclusions, findings, and opinions.

CEG's proficiency in deciphering and articulating the story embedded within the data allows our expert witnesses to present that data efficiently and effectively in written reports and live testimony supported by factual and data-based foundations.

CEG's data analysis services are constructed on a reliable technology framework and are based on well-documented procedures, ensuring the secure collection, management, and handling of data. Our streamlined approach allows us to evaluate data productions of any scale with precision and cost efficiency.

CEG's expert witnesses regularly evaluate and provide opinions for class cases, including but not limited to, the following categories of records:

- | | |
|--|---|
| • Automated Audio File Transcription | • Lead Files |
| • Banking | • Medical |
| • Bankruptcy | • Mortgage |
| • Billing | • National Do Not Call Registry (NDNCR) |
| • Consent | • Retailer |
| • Credit Card | • Retirement Plan |
| • Customer Relationship Management (CRM) | • Telephone Call Logs |
| • Email | • Text |
| • Facsimile | • Transactional |
| • Government | • United States Postal Service (USPS) |
| • Insurance | • Vehicle Deal Jackets |
| • Internet Protocol (IP) | • Vital Statistics |
| | • Voicemail Logs |

We transform complex data into clear, actionable insights that support litigation strategy. Our process begins with cleansing of data, followed by layered analysis to ensure accuracy. Using advanced tools and custom scripting, we adapt to each case—whether structured databases or unstructured records—turning raw information into persuasive narratives.



2.2 EXPERT TESTIMONY AND REPORTING

Expert witness testimony plays a pivotal role in nearly all putative class action lawsuits, particularly during the class certification phase where such evidence is relied upon to address the requirements of Federal Rule of Civil Procedure 23.

For over two decades, CEG's team of experts has provided opinions and testimony in hundreds of consumer protection cases.

CEG's experts offer strategic insight and provide testimony on multiple aspects of litigation, including numerosity, ascertainability, class member identification and location, adequacy of notice, and settlement administration procedures. CEG's experts offer impartial testimony, forming independent opinions grounded in data, facts, and evidence. Class certification, in particular, frequently involves a "battle of experts". Our experts work closely with you to prepare and deliver testimony to reinforce the distinct claims in your case.

CEG's expert witnesses also address opposing reports, present rebuttal opinions, overcome Daubert challenges, provide deposition testimony, and appear at trial. In fact, CEG's senior expert witness has testified in trials and numerous class certification and other court hearings, bringing extensive cross-examination experience to the proceedings.

Other services include mediation preparation which involves developing a strategy and understanding the interests and positions of parties. CEG conducts preliminary data analysis based on data produced during an initial discovery and provides a basis for our clients to understand the value of the case. This is a critical step for a successful negotiation process.

CEG assists with the equally important step of damages analysis, which includes analysis to support the class definition and determining the types of damages incurred by the proposed class. CEG helps develop an efficient and effective distribution plan to allocate damage among class members, often involving a claims process and a proposed formula for fair allocation.

CEG reviews proposed settlement terms as they relate to the class notice plan, claims administration and fund distribution and estimates the cost.

Finally, once the terms of the settlement are agreed upon, pre-settlement consultation involves discussions and planning to ensure that the settlement process is managed efficiently and effectively. Key aspects of the consultation process include reviewing the draft settlement agreement, establishing a case-specific timeline that accommodates the components proposed under the terms of the settlement, and evaluating notice plan adequacy, claims validation requirements, and settlement fund distribution protocols. CEG develops methods for identifying, locating, and notifying class members and a detailed notice plan that complies with legal and due process requirements.



2.2.1 Representative Cases

Krakauer v. Dish Network, LLC, Civil Action No: 14-cv-333 (M.D.N.C.)

The court denied a Daubert challenge. Ms. Verkhovskaya's expert testimony at a jury trial was pivotal, leading the jury to award damages for each violation she identified.

Later, in denying a motion to overturn the jury verdict awarding the class more than \$20 million in relief, the court found "Ms. Verkhovskaya provided clear, cogent testimony explaining her methodology and the bases for her opinions." Damages in the case were trebled to more than \$61.5 million, and the award was upheld on appeal.

McMillion v. Rash Curtis & Associates, Case No. 3:16-CV-03396 (N.D. Cal.)

Ms. Verkhovskaya used reverse append and other techniques to separate debtors from non-debtors in the defendant's telephone call data, and to identify telephone calls made to wireless telephone numbers. Ms. Verkhovskaya's expert testimony at a jury trial was pivotal, leading the jury to award damages for each violation she identified. The class was awarded more than \$267 million in damages, at the time one of the largest TCPA damages awards ever.

2.3 CLASS ACTION ADMINISTRATION

2.3.1 Class Action Notice

CEG is a nationally recognized expert in the design, preparation, and dissemination of legal notice. Ensuring that class members are aware of, understand, and can act on their legal rights is the essence of Federal Rules of Civil Procedure Rule 23. By using industry-approved processes and accredited consumer data, CEG develops notice programs that fully comply with the requirements of Rule 23 and its state equivalents. Our notice programs have never faced a successful objection.

CEG's case-specific notice programs utilize available class data, demographic, geographic, behavioral, and interest-based criteria to effectively connect with specific audiences via direct mail, email, third-party notice, publication, and digital media. Advancements in technology and communication outlets offer an expanding range of methods to efficiently and effectively notify class members.

Courts have also acknowledged the effectiveness of CEG's notice programs. CEG was appointed as the Settlement Administrator in the matter of *Leslie Ann Wilkie Peltier, et al. v. Deb Haaland, et al.*, No. 20-cv-03775 (D. D.C.), a class action lawsuit to redress alleged breaches of trust by the United States Department of the Interior, the United States Department of the Treasury, and the United States of America with respect to the accounting and management of two Judgment Awards of the Indian Claims Commission (ICC). The \$59



million settlement provided relief to several generations of tribal families. As part of this litigation, CEG's team worked over the course of several years to develop a novel class notice plan and claims adjudication process that would effectively and efficiently distribute settlement funds to surviving tribal members and their heirs, many of whom are ageing.

At the preliminary approval hearing, presiding Federal Judge Thomas F. Hogan overseeing the settlement noted that CEG was "instrumental in helping to shape the deal..."

At the final settlement approval fairness hearing class counsel noted that CEG "made extensive efforts to identify and reach" the class and that CEG's class notification efforts "have met or gone beyond the Rule 23 and due process...requirements...The notice program here has been thorough..." In his order granting final class action settlement agreement approval, Federal Judge Thomas F. Hogan noted that CEG's class notification process provided "the best notice practicable under the circumstances...and it was reasonably calculated to reach the class members."

2.4 CLAIMS ADMINISTRATION

Claims administration is a critical component of successful class action settlements, fulfilling several essential functions that promote accuracy, transparency, and fairness. It involves managing the often-complex task of processing thousands—or even millions—of claims in a structured and precise manner. This significantly reduces the risk of errors or fraud and helps preserve the integrity of the process from start to finish.

In addition to managing data and claims, a key role of claims administration is to support class members throughout the process. This includes providing clear instructions on how to submit claims, answering questions, and ensuring that all participants understand their rights and the steps necessary to seek compensation. Another vital function is the timely distribution of settlement funds, which prevents unnecessary delays in providing relief to eligible class members. The administration process also addresses any appeals submitted by class members who may dispute their claim determination or compensation amount, helping to ensure fairness and consistency across the board.

CEG brings decades of experience managing the sensitive and complex data required in settlement administration. We have supported clients across a wide range of industries, including financial services, healthcare, manufacturing, and professional services. Our established systems, infrastructure, and refined operational processes enable us to deliver efficient, accurate, and transparent administration tailored to the needs of each unique case.



2.4.1 Claims Management

At CEG, we pride ourselves on maintaining the highest standards of quality and security to ensure meticulous attention to detail. Our claims management system is designed to ensure the secure, transparent, and efficient administration of class action lawsuits. We incorporate several essential components to comply with legal requirements while maintaining ethical and data protection standards.

CEG ensures strict adherence to the provisions outlined in the court-approved settlement agreement. This includes ensuring the eligibility criteria for claimants is met and executing the distribution plan. CEG's system includes comprehensive anti-fraud measures. We maintain detailed audit trails, creating clear records of all transactions and decisions throughout the claims process.

CEG emphasizes reporting and transparency as critical components of our claims management system. We provide regular, detailed reports to the court and attorneys, outlining the status of claims, including the number of claims received, approved, or denied, as well as the amounts distributed. In today's privacy-conscious environment, CEG's system complies with relevant data protection and privacy laws.

At CEG, our commitment to precision, integrity, and transparency drives every aspect of claims administration. By combining secure technology with hands-on expertise, we ensure that each claim is handled accurately, ethically, and in full compliance with legal and privacy standards—providing peace of mind to courts, counsel, and class members alike.

2.4.2 Claims Processing

At CEG, class action claims processing and auditing is a meticulous and structured process designed to ensure fairness and accuracy in the distribution of settlement funds, safeguarding the interests of both claimants and defendants. Our process begins with the collection of claims, where all submitted forms, documents, and supporting evidence from class members are gathered. This is followed by a precise data entry process to ensure that all information is accurately recorded in our claims management system.

Once data is entered, CEG undertakes a thorough verification of claims, ensuring each claim meets the eligibility criteria outlined in the settlement agreement. This involves reviewing supporting documentation, such as financial records or medical reports, and validating data by cross-referencing internal and external databases to confirm the accuracy of claims.

CEG's system allows class members to file claims online, offering a convenient and efficient way to participate in the settlement process. Online claim filing simplifies the submission process, enabling class members to easily provide the necessary information.



This digital option reduces administrative costs, speeds up the processing of claims, and increases participation rates by eliminating barriers such as mailing delays or lost paperwork. Additionally, CEG's online filing system offers features like automatic confirmation of submission, providing class members with greater transparency and assurance throughout the claims process.

The next phase, claims analysis and evaluation, involves calculating compensation amounts in accordance with the settlement terms. During this process, we also identify and remove duplicate claims to prevent double payments. Our dedicated disbursements team brings extensive expertise in fraud detection and prevention, performing daily monitoring and account reconciliation to protect financial transactions, and are trained to respond to red flag alerts. With stringent quality controls in place, we ensure precise and secure payment processing throughout the disbursement phase.

Throughout the auditing process, CEG maintains detailed audit trails to ensure transparency and accountability. We generate compliance reports summarizing the findings, including statistics on approved, denied, and disputed claims, providing a comprehensive overview of the claims auditing process.

At CEG, every step of the claims process is guided by our dedication to fairness, accuracy, and accountability. From intake to final disbursement, we combine robust systems with expert oversight to ensure settlement funds are distributed efficiently, securely, and in full compliance with court-approved terms—delivering reliable results to all parties involved.

2.4.3 Data Security

CEG has implemented strict internal protocols to prevent fraudulent activity and protect the sensitive information of our clients and class members. To ensure data integrity, all modifications must be made through CEG's proprietary applications, eliminating direct access to production databases. Every change to our systems is meticulously tracked through a version control system, with all program modifications subject to auditing. Access to case data is restricted to authorized personnel assigned to the matter, reinforcing security and compliance.

Additionally, if data modifications are necessary, the original records are preserved alongside the edited versions, with the system logging the identity of the individual making the change. These measures provide a robust framework for maintaining accuracy, security, and accountability in all aspects of our operations.



2.5 TELEPHONE AND EMAIL SUPPORT

Integral to a comprehensive notice plan is providing 24/7 communication accessibility means of communication by telephone and email. CEG's case communication specialists are trained and equipped to handle a wide range of class member inquiries, significantly reducing the need for escalations to Counsel by providing thorough and accurate responses. With a scalable team and the latest technology, CEG's call center is equipped to adapt to a variety of case sizes.

CEG's communication center services include, but are not limited to, the following:

- Dedicated toll-free number for each case
- Case-specific, client-approved call script
- Interactive Voice Response (IVR) system
- Answering frequently asked questions
- 24 hours a day, 7 days a week access
- Inbound and outbound call tracking
- Multi-lingual translation and transcription
- Detailed reporting
- Voicemail transcription
- Forwarding communications to class counsel, if needed
- Live operators per case requirements

Call center agents and call scripts are regularly monitored throughout the administration, and adjustments are made, as needed, based on the nature of inquiries and needs of class members.

2.6 SETTLEMENT FUND DISTRIBUTION

Once the settlement allocation determinations have been calculated, audited, and finalized, the fund distribution commences. There are various forms of payment options available in a class action, including but not limited to:

- Check payment
- Rebate, refund, or credit
- Retirement or pension plan
- Product repair or replacement
- Coupon or voucher
- Goods or services
- Gift card
- Injunctive relief

Forms of payments, such as Zelle, PayPal, Venmo, Amazon Pay, Google Pay, Apple Pay, e-checks, ACH, and others are becoming increasingly popular as efficient alternatives to traditional check distributions. These digital payment methods offer faster and more convenient ways for class members to receive their settlement funds, often providing near-instant access to their compensation. By leveraging these platforms, CEG reduces administrative costs and eliminates issues like lost or uncashed checks. These payment options provide tracking and receipt confirmation, giving all parties clear records.



2.7 QUALIFIED SETTLEMENT FUND MANAGEMENT AND REPORTING

At CEG, we specialize in the comprehensive management of Qualified Settlement Funds (QSFs), a vital component of settlement administration.

With decades of experience, we manage every phase of QSF administration — including fund creation, record-keeping, oversight, and tax reporting—ensuring settlement funds are handled efficiently and in full compliance with all legal and regulatory requirements.

The process begins with obtaining court approval, where we assist in preparing and submitting the necessary documentation to establish the QSF. Once the court order is secured, CEG facilitates the complete setup of the fund, including obtaining an Employer Identification Number (EIN) from the IRS for tax compliance purposes. We also establish a segregated, federally insured bank account to hold the settlement proceeds, ensuring the security, transparency, and traceability of all financial transactions.

As part of our QSF management services, CEG provides escrow agency support to safeguard and manage the settlement funds throughout the lifecycle of the administration. We deliver detailed reporting and reconciliation services to ensure full transparency and accountability.

Our team generates comprehensive financial reports that monitor all key fund activities — deposits, distributions, investments, earnings, and administrative expenses — giving stakeholders a clear and real-time view of the fund's status and performance.

In collaboration with tax professionals, CEG ensures that required tax returns are prepared and filed, addressing any federal, state, or local withholding obligations. We maintain rigorous compliance with all applicable laws, including complex banking and securities regulations, ensuring the QSF operates within the full scope of legal mandates.

Our process includes the use of MICR encoding and bank-approved checks, positive pay verification, bank reconciliation, maintenance of investment records, and internal accounting logs. By maintaining precise, up-to-date records, CEG ensures that the QSF adheres to court orders and regulatory requirements, while also providing the necessary documentation for tax filings, audits, and other legal obligations.

If there are unclaimed or undistributed funds at the conclusion of the administration, CEG assists in implementing the options defined by the settlement agreement and the parties involved. This may include reversion, where the remaining funds are returned to the defendant, or a *cy pres* distribution to a designated charitable organization, as specified in the agreement. In instances where escheatment is necessary, we ensure that unclaimed funds are transferred to the state in accordance with unclaimed property laws.

CONTACT US

Class Experts Group, LLC
11520 N Port Washington Rd, #215
Milwaukee, WI 53092

(262) 302-4443
info@classexpertsgroup.com
classexpertsgroup.com

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CLASS EXPERTS GROUP LLC

Expert Services Data Analysis Notice & Administration

EXHIBIT

ANYA VERKHOVSKAYA

President and Chief Executive Officer
Class Experts Group, LLC

**Expert Witness
Claims Administrator
Resumé**



CLASS EXPERTS GROUP^{LLC}
Expert Services | Data Analysis | Notice & Administration

11520 North Port Washington Road, Suite 215
Milwaukee, WI 53092

classexpertsgroup.com
anyav@classexpertsgroup.com
[linkedin.com/in/anyaverkhovskaya](https://www.linkedin.com/in/anyaverkhovskaya)
(262) 302-4443

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BIOGRAPHY

Ms. Anya Verkhovskaya is a nationally recognized expert witness and claims administrator who has provided expert analysis, testimony, and litigation support services in federal and state class actions relating to privacy statutes, such as the Telephone Consumer Protection Act (TCPA) and the Video Privacy Protection Act (VPPA), consumer protection, human and civil rights, the Employee Retirement Income Security Act (ERISA), securities fraud, antitrust, pharmaceuticals, insurance, and other consumer protection cases, as well as in fairness actions before the U.S. Securities and Exchange Commission. As the President and Chief Executive Officer of Class Experts Group, LLC (CEG), Ms. Verkhovskaya leads a team with extensive experience in the management and analysis of large data sets and consumer records for class action litigations and has experience of overseeing notice and claims administration for more than 1,700 class actions.

Ms. Verkhovskaya has been an industry leader in analyzing class-wide consumer data, including the following types of records: telephone call, text, and facsimile logs; pixel tracking data, Personally Identifiable Information (PII), audio recordings; banking; bankruptcy; consent; billing; Customer Relationship Management (CRM); government; medical; mortgage; transactional; vehicle deal jackets; vital statistics; and more.

Ms. Verkhovskaya regularly provides expert opinions and testimony in consumer protection cases on multiple aspects of litigation, including numerosity, ascertainability, class member identification and location, adequacy of notice, and settlement administration procedures.

Ms. Verkhovskaya has testified at more than 90 depositions, hearings, and at two jury trials. Her expert testimony and data analysis methods have been admitted into evidence over *Daubert* and similar challenges in multiple class action lawsuits. Courts have repeatedly recognized her testimony as “clear” and “cogent” and acknowledged her “extensive experience.”

Ms. Verkhovskaya has been an integral part of some of the largest settlement programs relating to documentation and restitution for Holocaust victims and their heirs. For more than seven years, she worked with director Steven Spielberg’s Survivors of the Shoah Visual History Foundation (now the USC Shoah Foundation Institute), handling eastern European and middle Asian operations. Ms. Verkhovskaya was a notice administrator for the In Re Holocaust Victim Assets Litigation, the German Forced Labour Compensation Programme, consulted on notice and outreach for the International Commission on Holocaust Era Insurance Claims (ICHEIC), and was the managing director of Holocaust Era Asset Restitution Taskforce (Project HEART).

REPRESENTATIVE CASES BY CATEGORY

Telephone Consumer Protection Act (TCPA) Expert Witness Cases

In *Krakauer v. Dish Network, LLC*, No. 1:14–CV–333 (M.D.N.C.), Ms. Verkhovskaya served as the plaintiffs’ telecommunications-data expert. Her work supplied the numerosity and predominance evidence that Judge Catherine Eagles relied on to certify the class, frame the verdict form, and enter a \$61 million trebled judgment after a 2017 jury trial. Dish’s *Daubert* motion to strike Ms. Verkhovskaya was denied pre-trial, and the court later cited her trial testimony in rejecting post-verdict challenges, crediting her methodology in full.

In ***McMillion v. Rash Curtis & Associates***, No. 4:16-cv-03396 (N.D. Cal.), Ms. Verkhovskaya served as plaintiffs' class-member identification expert. Mining the defendant's debtor database and employing reverse-append plus LexisNexis analytics, she isolated 40,420 wireless numbers belonging to non-debtors that Rash Curtis autodialed without consent. Her tabulation supplied numerosity and predominance evidence. Judge Yvonne Gonzalez Rogers relied on certifying the class and withstood the defendant's Daubert/Rule 702 motion, which the court denied as going to weight rather than admissibility. At trial, the jury adopted the call counts derived from her data, finding 534,698 unlawful calls. The court entered a \$267.3 million judgment, then one of the largest TCPA damages awards ever

In ***Chinitz v. Intero Real Estate Services***, No. 5:18-cv-05623 (N.D. Cal.), Ms. Verkhovskaya served as the plaintiff's sole telecommunications-data expert in a nationwide TCPA class action. She gathered and normalized hundreds of thousands of dialer call-detail records, matched them against the National Do-Not-Call Registry, and identified nearly 69,000 unique residential numbers that received unlawful telemarketing calls. Her analysis supplied numerosity and predominance evidence Judge Beth Labson Freeman relied on to certify the class and withstood a comprehensive Daubert/Rule 702 challenge. The court overruled all objections and admitted her opinions in full.

Abante Rooter & Plumbing, Inc. v. Alarm.com, Inc., No. 15-cv-06314 (N.D. Cal.)

Abdullah v. FedEx Corp. Services, Inc., No. 16-cv-03967 (N.D. Ill.)

Ahmad v. Fathom Realty FL LLC, No. 24-cv-61491 (S.D. Fla.)

Baldwin v. Miracle-Ear, Inc., No. 20-cv-01502 (D. Minn.)

Balschmiter v. TD Auto Fin. LLC, No. 13-cv-01186 (E.D. Wis.)

Barron's Outfitters Inc. v. Deluxe Corp., No. 14-cv-01903 (D.S.C.)

Benzion v. Vivint, Inc., No. 12-cv-61826 (S.D. Fla.)

Berman v. Freedom Fin. Network, LLC, No. 18-cv-01060 (N.D. Cal.)

Bilek v. National Congress of Employers, Inc., No. 18-cv-08083 (N.D. Ill.)

Birchmeier v. Caribbean Cruise Line, Inc., No. 12-cv-04069 (N.D. Ill.)

Biringer v. First Fam. Ins., Inc., No. 14-cv-00566 (N.D. Fla.)

Brinker v. Normandin's, No. 14-cv-03007 (N.D. Cal.)

Brown v. DIRECTV, LLC, No. 13-cv-01170 (C.D. Cal.)

Buchanan v. Sirius XM Radio, Inc., No. 17-cv-00728 (N.D. Tex.)

Caldera v. Am. Med. Collection Agency, No. 16-cv-00381 (C.D. Cal.)

Carrese v. Yes Online, Inc., No. 16-cv-05301 (C.D. Cal.)

Carroll v. SGS N. Am., Inc., No. 16-cv-00537 (M.D. La.)

Charvat v FTR Energy Services, LLC, No. 14-cv-00073 (D. Conn.)

Charvat v ICOT Hearing Sys., LLC, No. 17-cv-00245 (S.D. Ga.)

Charvat v. Nat'l Holdings Corp., No. 14-cv-02205 (S.D. Ohio)

Charvat v. Plymouth Rock Energy, LLC, No. 15-cv-04106 (E.D.N.Y.)

Charvat v. Santanna Natural Gas Corp., No. 18-cv-02310 (N.D. Ill.)
Charvat v. The Southard Corp., No. 18-cv-00190 (E.D.N.Y.)
Chinitz v. NRT West, Inc. d/b/a Coldwell Banker Res. Co., No. 18-cv-06100 (N.D. Cal.)
Clark v. Spark Energy, No. 24-cv-00568 (N.D. Cal.)
Clough v. Revenue Frontier, LLC, No. 17-cv-00411 (D. N.H.)
In re Collecto, Inc., Tel. Consumer Prot. Act (TCPA) Litig., No. 14-md-02513 (D. Mass.)
Cordoba v. DIRECTV, LLC, No. 15-cv-03755 (N.D. Ga.)
Cortez v. Nat'l Credit Adjusters, LLC, No. 17-cv-02152 (S.D. Cal.)
Davis v. Capital One, No. 22-cv-00903 (E.D. Va.)
Davis v. Collecto, No. 22-mc-0035 (D. Colo.)
Davis v. Post University, Inc., No. 18-cv-81004 (S.D. Fla.)
Dembski v. Dallas Morning News, Inc., No. 18-cv-02042 (N.D. Tex.)
Desai v. ADT Security Services, Inc., No. 11-cv-1925 (N.D. Ill.)
Diaz-Lebel v. TD Bank USA, No. 17-cv-01611 (D.N.J.)
Dipuglia v. US Coachways, Inc., No. 17-cv-23006 (S.D. Fla.)
Donaca v. Dish Network, LLC, No. 11-cv-02910 (D. Colo.)
Drayton v. Toyota Motor Credit Corp., No. 16-cv-00046 (M.D. Fla.)
Elias v. Synchrony Bank, No. 14-cv-08093 (C.D. Cal.)
Elliot v. Humana, Inc., No. 22-cv-329 (D. Ky.)
Fennell v. Navient Solutions, LLC, No. 17-cv-2083 (M.D. Fla.)
Fitzgerald v. Universal Pictures, No. 16-cv-01193 (M.D. Fla.)
Fitzhenry v. The ADT Corp. f/k/a ADT Security Services, Inc., No. 14-cv-80180 (S.D. Fla.)
Flowers v. Twilio, Inc., No. RG16804363 (Cal. Super. Ct.)
Fray-Witzer v. Metro. Antiques, LLC, No. 02-5827 (Mass. Super. Ct.)
Garcia v. Target Corp., No. 16-cv-20727 (S.D. Fla.)
Goins v. Palmer Recovery Attys., PLLC, No. 17-cv-00654 (M.D. Fla.)
Grogan v. Aaron's Inc., No. 18-cv-02821 (N.D. Ga.)
Gruber v. Yelp, No. 16-cv-554784 (Cal. Super. Ct.)
Harrison v. Great Healthworks, Inc., No. 17-cv-00705 (S.D. Cal.)
Heidarpour v. Central Payment Co., LLC, No. 15-cv-00139 (M.D. Ga.)
Hennie v. ICOT Hearing Sys., LLC, No. 18-cv-02045 (N.D. Ga.)
Hetherington v. Omaha Steaks, Inc., No. 13-cv-02152 (D. Or.)
Hewlett v. Mnet Financial, Inc., No. 19-cv-00864 (E.D. Cal.)
Hirsch v. USHealth Advisors, LLC, No. 18-cv-0245 (N.D. Tex.)
Hobbs v. Randall-Reilly, LLC, No. 19-cv-00009 (M.D. Ga.)

Hogaboom v. NCO Fin. Sys., Inc., No. 15-cv-06146 (E.D. Pa.)
Hopkins v. Modernize, Inc., No. 17-cv-40087 (D. Mass.)
Horton v. Cavalry Portfolio Services, LLC, No. 13-cv-00307 (S.D. Cal.)
Hossfeld v. AllState Ins. Co., No. 20-cv-7091 (N.D. Ill.)
Hossfeld v. Compass Bank, No. 16-cv-02017 (N.D. Ala.)
Hurley v. Messer, No. 16-cv-09949 (S.D. W.Va.)
Ikuseghan v. MultiCare Health Sys., No. 14-cv-05539 (W.D. Wash.)
Iverson v. Advanced Disposal Services., No. 18-cv-00867 (M.D. Fla.)
Jackson v. Athena Bitcoin Inc., No. 24-cv-331 (N.D. Fla.)
Jenkins v. National Grid USA, No. 15-cv-01219 (E.D.N.Y.)
Johansen v. Liberty Mutual Group, Inc., No. 15-cv-12920 (D. Mass.)
Johansen v. One Planet Ops, Inc., No. 16-cv-00121 (S.D. Ohio)
Johansen v. Santanna Natural Gas Corp., No. 17-cv-3604 (N.D. Ill.)
Johnson v. Comodo Group, No. 16-cv-04469 (D.N.J.)
Johnson v. Navient Solutions, Inc., No. 15-cv-00716 (S.D. Ind.)
Johnson v. NPAS Solutions, LLC, No. 17-cv-80393 (S.D. Fla.)
Kattato v. Cross Country Healthcare, Inc., No. 23-cv-485 (W.D. Va.)
Kleja v. Transworld Sys., Inc., No. 14-cv-00946 (N.D. Cal.)
Knapper v. Cox Commc'n. Inc., No. 17-cv-00913 (D. Ariz.)
Kubacki v. Peapod, LLC, No. 13-cv-00729 (N.D. Ill.)
LaVigne v. First Cmty. Bancshares, Inc., No. 15-cv-00934 (D. N.M.)
Leeb v. Charter Commc'n., Inc., No. 14-cv-02780 (E.D. Mo.)
Lennartson v. Papa Murphy's Int'l., LLC, No. 15-cv-05307 (W.D. Wash.)
Lenorowitz v. Mosquito Squad Franchising, LLC, No. 19-cv-4460 (S.D.N.Y.)
Lizama v. Medical Data Systems, Inc., No. 16-cv-02773 (E.D. Cal.)
Lofton v. Verizon Wireless LLC, No. 13-cv-05665 (N.D. Cal.)
Lushe v. Verengo Inc., No. 13-cv-07632 (C.D. Cal.)
Luster v. Green Tree Servicing, LLC, No. 14-cv-01763 (N.D. Ga.)
Manopla v. Home Depot USA, Inc., No. 15-cv-01120 (D.N.J.)
Mantha v. QuoteWizard, No. 19-cv-12235 (D. Mass.)
Martin v. aaiPharma, Inc., No. 04-cv-27 (E.D.N.C.)
*Martin v. Global Tel*Link Corp.*, No. 15-cv-03464 (C.D. Cal.)
Mauthe v. Versa Cardio, LLC, No. 15-cv-00657 (M.D. Pa.)
Mendoza v. Storm Tight Windows of Tex., Inc., No. 19-cv-00225 (S.D. Tex.)
Meredith v. United Collection Bureau, Inc., No. 16-cv-01102 (N.D. Ohio)

Mey v. All Access Telecom, Inc., No. 19-cv-00237 (N.D.W.V.)
Mey v. Direct Energy Services., No. 18-cv-182 (N.D. Ohio)
Mey v. DirecTV, LLC, No. 17-cv-00179 (N.D. W.Va.)
Mey v. Frontier Commc'n Corp., No. 13-cv-01191 (D. Conn.)
Mey v. Honeywell Int'l, Inc., No. 12-cv-01721 (S.D. W.Va.)
Mey v. Matrix Warranty Solutions, Inc., No. 21-cv-62 (N.D. W.Va.)
Mitchell v. Toyota of Dallas, No. 23-cv-1278 (N.D. Tex.)
Mohamed v. Am. Motor Co., LLC, No. 15-cv-23352 (S.D. Fla.)
In re Monitronics Int'l, Inc. TCPA Litig., No. 13-md-02493 (N.D. W.Va.)
Morgan v. Florida Hosp., No. 18-cv-0142 (M.D. Fla.)
Morris v. Hornet Corp., No. 17-cv-00350 (E.D. Tex.)
Morris v. SolarCity Corp., No. 15-cv-05107 (N.D. Cal.)
Mulhern v. MacLeod, No. 808 N.E.2d 778 (Mass. 2004)
Naiman v. Total Merch. Services, Inc., No. 17-cv-03806 (N.D. Cal.)
New Concept Dental v. Dental Resource Sys., Inc., No. 17-cv-61411 (S.D. Fla.)
Ott v. Mortgage Inv. Corp. of Ohio, Inc., No. 14-cv-000645 (D. Or.)
Pieterston v Wells Fargo Bank, N.A., No. 17-cv-02306 (N.D. Cal.)
Reyes v. BCA Fin. Services, Inc., No. 16-cv-24077 (S.D. Fla.)
Rice-Redding v. Nationwide Mutual Ins. Co., No. 16-cv-03634 (N.D. Ga.)
Roberts v. Wyndham Int'l, Inc., No. 12-cv-05083 (N.D. Cal.)
Samson v. United Health Care Services, No. 19-cv-00175 (W.D. Wash.)
Sanchez v. International Star Registry, No. 24-cv-20083 (S.D. Fla.)
Sandoe v. Boston Scientific Corp., No. 18-cv-11826 (D. Mass.)
Sapan v. The Federal Savings Bank, No. 23-cv-75 (C.D. Cal.)
Sapan v. Diamond Resorts Holdings, LLC, No. 23-cv-147 (C.D. Cal.)
Sapan v. Yelp, Inc., No. 17-cv-03240 (N.D. Cal.)
Sapan v. The Federal Savings Bank, No. 23-cv-75 (C.D. Cal.)
Sapan v. Lendingtree, LLC, No. 23-71 (C.D. Cal.)
Sapan v. Quontic Bank, No. 22-cv-849 (C.D. Cal.)
Saunders v. Cabela's Wholesale, Inc., CGC-14-537095 (Cal. Super. Ct.)
Schaevits v. Braman Hyund-ai, Inc., No. 17-cv-23890 (S.D. Fla.)
Schaffer v. First Choice Payment Solutions, No. 18-cv-01981 (C.D. Cal.)
Sheean v. Convergent Outsourcing, Inc., No. 18-cv-11532 (E.D. Mich.)
Shuckett v. Dialamerica Marketing Inc., No. 17-cv-02073 (S.D. Cal.)
Sivsubramanian v. DNC Health Corp., No. 10-cv-03522 (C.D. Cal.)

Skulevold v. SD&A Teleservices, Inc., No. 20-cv-02771 (C.D. Cal.)
Slovin v. Sunrun, Inc., No. 15-cv-05340 (N.D. Cal.)
Southwell v. Mortgage Inv. Corp., No. 13-cv-01289 (W.D. Wash.)
Starling v. KeyCity Data, No. 21-cv-818 (N.D. Tex.)
Sundermann v. Rohlf, No. 19-cv-00140 (S.D. Iowa)
Tannlund v. Real Time Resolutions, Inc., No. 14-cv-05149 (N.D. Ill.)
Thomas v. Fin. Corp. of America, No. 19-cv-00152 (N.D. Tex.)
Thomas v Peterson's Harley Davidson of Miami, LLC, No. 18-cv-61723 (S.D. Fla.)
Tomeo v. Citigroup Inc., No. 13-cv-04046 (N.D. Ill.)
Tope v. Bankers Life & Cas. Co., No. 18-cv-01448 (N.D. Ill.)
Trenz v. Volkswagen Group of Am., No. 15-cv-08356 (C.D. Cal.)
Vizcarra v. Macys.com Inc., No. 14-cv-02041 (C.D. Cal.)
Walker v. CMRE Financial Services, Inc., No. 20-cv-02218-BEN-JLB (S.D. Cal.)
Warnick v. DISH Network, LLC, No. 12-cv-01952 (D. Colo.)
Watson v. Lexus of Manhattan, No. 20-cv-04572 (S.D. N.Y.)
West v. Cal. Services Bureau, Inc., No. 16-cv-0324 (N.D. Cal.)
Williams v. PillPack, LLC, No. 19-cv-05282 (W.D. Wash.)
Williams v. The Pisa Group, Inc., No. 18-cv-04752 (E.D. Pa.)
Wilson v. Badcock Home Furniture, No. 17-cv-02739 (M.D. Fla.)
Winters v. Capital One Bank (USA) N.A., No. 17-cv-01178 (C.D. Cal.)
Wright v. eXp Realty, LLC, No. 18-cv-01851 (M.D. Fla.)
Wuest v. MyPillow, Inc., No. 18-cv-03658 (N.D. Cal.)
Youngman v. A&B Insurance and Financial, Inc., No. 16-cv-01478 (M.D. Fla.)
Zeidel v. Mozeo, LLC, No. 13-cv-06989 (N.D. Ill.)

Telephone Consumer Protection Act (TCPA) Notice & Claims Administration Cases

In ***Buchanan v. Sirius XM Radio, Inc.*, No. 17-cv-728 (N.D. Tex.)**, Ms. Verkhovskaya directed the court-appointed settlement administration for \$25 million, covering millions of consumers who received unsolicited satellite-radio calls. She designed and executed a nationwide, multi-channel notice program that mailed 5.8 million personalized postcards and delivered more than 41 million email notices, at the time, one of the largest electronic outreach campaigns ever approved in a TCPA case. Her team validated and processed over 437,500 claim forms.

Benzion v. Vivint, Inc., No. 12-cv-61826 (S.D. Fla.)
Brey Corp v. Life Time Improv., Inc., No. 11-cv-00948 (D. Md.)
Brown v. Rita's Water Ice Franchise Co., LLC, No. 15-cv-3509 (E.D. Pa.)
Collins v. Am. Consumer Shows, Inc., No. 10-cv-11912 (D. Mass.)

Desai v. ADT Security Services, Inc., No. 11-cv-1925 (N.D. Ill.)
Duchene v. Westlake Services, LLC, No. 13-cv-01577 (W.D. Pa.)
Fray-Witzer v. Metropolitan Antiques, LLC, No. 02-5827 (Mass. Super. Ct.)
Fray-Witzer v. Olde Stone Land Survey Co., Inc., No. 08-cv-04175 (Mass. Super. Ct.)
Gilmore v. USCB Corp., No. 17-cv-00119 (M.D. Ga.)
Heidarpour v. Cent. Payment Co., LLC, No. 15-cv-00139 (M.D. Ga.)
Horton v. Cavalry Portfolio Services, LLC, No. 13-cv-00307 (S.D. Cal.)
Ikuseghan v. MultiCare Health Sys., No. 14-cv-05539 (W.D. Wash.)
Krakauer v. DISH Network, LLC, No. 14-cv-00333 (M.D. N.C.)
LaVigne v. First Cmty. Bancshares, Inc., No. 15-cv-00934 (D. N.M.)
Luster v. Green Tree Servicing, LLC, No. 14-cv-01763 (N.D. Ga.)
Mann & Co., PC v. C-Tech Ind., Inc., No. 08-cv-11312 (D. Mass.)
Martin v. Dun & Bradstreet, Inc., No. 12-cv-00215 (N.D. Ill.)
Mey v. Herbalife Int'l, Inc., No. 01-C-263 (W.Va. Cir. Ct.)
Mey v. Interstate Nat'l Dealer Services, Inc., No. 14-cv-01846 (N.D. Ga.)
Mey v. Principal Law Group, No. 23-cv-00046 (N.D. W.Va.)
Mey v. Venture Data, LLC, No. 14-cv-00123 (N.D. W.Va.)
Milford & Ford Assoc., Inc. v. Am. Consumer Shows, LLC, No. 10-cv-11912 (D. Mass.)
Milford & Ford Assoc., Inc. v. Cell-Tek, LLC, No. 09-cv-11261 (D. Mass.)
Mohamed v. Am. Motor Co., LLC, No. 15-cv-23352 (S.D. Fla.)
Munday v. Navy Fed. Credit Union, No. 15-cv-01629 (C.D. Cal.)
Nguyen v. Vantiv LLC, No. 15-cv-02436 (N.D. Cal.)
Ward v. Flagship Credit Acceptance LLC, No. 17-cv-02069 (E.D. Pa.)
Watson v. Lexus of Manhattan, No. 20-cv-04572 (S.D.N.Y.)
Williams v. The Pisa Group, Inc., No. 18-cv-04752 (E.D. Pa.)
Youngman v. A&B Insurance and Financial, Inc., No. 16-cv-01478 (M.D. Fla.)

Other Expert Witness Cases

In ***Jancik v. WebMD LLC*, No. 22-cv-644 (N.D. Ga.)**, a landmark Video Privacy Protection Act (VPPA) class action, Ms. Verkhovskaya served as the plaintiffs' sole data-identification expert. She built an automated protocol that (i) cross-referenced WebMD newsletter-subscriber e-mail addresses with Meta's "Event Data" tables and (ii) programmatically flagged URLs containing "/video/", thereby pinpointing video-viewing sessions attributable to specific users. Her analysis identified over subscribers whose viewing data was relayed to Meta, furnishing the numerosity and ascertainability evidence Judge Thomas W. Thrash relied on to certify the class. The Court rejected WebMD's Daubert challenge and expressly found that "Verkhovskaya has demonstrated that her methodology ... would be adequate and reliable."

Burns v. First American Bank, No. 1:04-cv-7682 (N.D. Ill)
Kellman v. Spokeo, Inc., No. 21-cv-8976 (N.D. Cal.)
Leoni v. Experian Information Solutions, Inc., No. 17-cv-1408 (D. Nev.)
Mantzouris v. Scarrit Motor Group, No. 8:03-cv-15 (M.D. Fla.)
Roy Veal v. Crown Auto Dealerships, Inc., No. 8:04-CV-0323 (M.D. Fla.)
Warren v. Orkin Exterminating Company, Inc., No. 00-cv-2786 (S.D. Tex.)

Employee Retirement Income Security Act (ERISA) Administration Cases

In re Affiliated Computer Services ERISA Litig., No. 06-cv-1592-M (N.D. Tex.)
In re AIG ERISA Litig., No. 04-cv-9387 (S.D.N.Y.)
In re Bear Stearns Cos., Inc. ERISA Litig., No. 08-MDL-1963 (S.D.N.Y.)
In re Beazer Homes USA, Inc. ERISA Litig., No. 07-cv-00952 (N.D. Ga.)
Brieger v. Tellabs, Inc., No. 06-cv-1882 (N.D. Ill.)
In re Calpine Corp. ERISA Litig., No. C 03-cv-1685 (N.D. Cal.)
In re Cardinal Health, Inc. ERISA Litig., No. C2-04-643 (S.D. Ohio)
In re Diebold ERISA Litig., No. 06-cv-0170 (N.D. Ohio)
In re Elec. Data Sys. Corp. ERISA Litig., No. 03-md-1512, 03cv-126 (E.D. Tex.)
In re Fannie Mae ERISA Litig., No. 04-cv-01784 (D.D.C.)
In re Hartford Fin. Services Grp., Inc. ERISA Litig., No. 08-cv- 01708 (D. Conn.)
In re Fremont Gen. Corp. Litig., No. 07-cv-02693 JHN (C.D. Cal.)
Griffin v. Flagstar Bancorp, Inc., No. 10-cv-10610 (E.D. Mich.)
Hargrave v. TXU Corp., No. 02-cv-2573-K (N.D. Tex.)
Harris v. First Reg'l Bancorp, No. 10-cv-7164 (C.D. Cal.)
Harris v. Koenig, No. 02-cv-00618 (D.D.C.)
Herrera v. Wyeth ERISA Litig., No. 08 Civ. 04688 (S.D.N.Y.)
In re ING Grp., N.V. ERISA Litig., No. 09-cv-00400-JEC (N.D. Ga.)
In re JDS Uniphase Corp. ERISA Litig., No. C 03-04743 CW (S.D.W.Va.)
In re Lear Corp. ERISA Litigation, No. 06-cv-11735 (E.D. Mich.)
Lilly v. Oneida Ltd. Employee Benefits Admin. Comm., No. 07-cv-340 (S.D.N.Y.)
In re Marsh ERISA Litig., No. 04-cv-8157 (S.D.N.Y.)
In re Merck & Co. Inc. Vytarin ERISA Litig., No. 08-cv-1974 (D.N.J.)
In re Nat'l Cty. Corp. Sec., Deriv. & ERISA Litig., No. 08-nc-70000 (N.D. Ohio)
In re PFF Bancorp, Inc. ERISA Litig., No. 08-cv-01093 (C.D. Cal.)
In re R.H. Donnelley Corp. ERISA Litig., No. 09-cv-07571 (N.D. Ill.)
In re RCN Corp. ERISA Litig., No. 04-cv-5068 (D.N.J.)

In re Schering-Plough Corp. Enhance ERISA Litig., No. 08-cv-1432 (D.N.J.)

In re Sears, Roebuck & Co. ERISA Litig., No. 02-C-8324 (N.D. Ill.)

Shane v. Edge, No. 10-cv-50089 (N.D. Ill.)

Steele v. GE Money Bank, No. 04-cv-476 (D. Md.)

Sweet v. Advance Stores Co., Inc., No. 21-cv-00549 (W.D. Va.)

Walter v. Level 3 Commc'n, Inc., No. 09-cv-0658-REB-CBS (D. Colo.)

Yost v. First Horizon, No. 08-02293 (W.D. Tenn.)

Young v. Heimbuch, No. CV10-8914 ODW (C.D. Cal.)

In re YRC Worldwide, Inc. ERISA Litig., No. 09-cv-02953 (D. Kan.)

Zilhaver v. UnitedHealth Group Inc., No. 06-cv-02237 (D. Minn.)

Consumer Protection Notice & Claims Administration Cases

Acevedo v. Lawyers Title Ins. Corp., No. 03-CH-07718 (Ill. Cir. Ct.)

Allen v. HealthPort Tech., LLC, No. 12-CA-013154 (Fla. Cir. Ct.)

Alper v. Warnock Ford, Inc., No. MRS-L-1644-10 (N.J. Super. Ct.)

Arias v. Award Homes, Inc., No. M54183 (Cal. Super. Ct.)

Arteaga v. MODA Furniture, Inc., No. L-000980-05 (N.J. Super. Ct.)

Black v. Metso Paper USA, Inc., No. 05-cv-1951 (M.D. Pa.)

Blanco v. KeyBank USA, N.A., No. 03-cv-524 (N.D. Ohio)

Bosland v. Warnock Dodge, Inc., No. MRS-L-844-06 (N.J. Super. Ct.)

Bragg v. Bill Heard Chevrolet, Inc. Plant City, No. 02-cv-609-T-30EAJ (M.D. Fla.)

Brown v. Hayt, Hayt & Landau, LLC, No. L-7042-07 (N.J. Super. Ct.)

Brumfield v. Countrywide Home Loans, Inc., No. 08-cv-93-HSO-JMR (S.D. Miss.)

Burns v. First American Bank, No. 04-cv-7682 (N.D. Ill.)

Canning v. Concord EFS, Inc., No. L-6609-02 (N.J. Super. Ct.)

Carlson v. State of Alaska, Commercial Fisheries Entry Comm'n, No. 3AN-845790 CI
(Alaska Super. Ct.)

Cerda v. Associates First Capital Corp., No. M-03-146 (S.D. Tex.)

Clearview Imaging, LLC v. Dairyland Ins., No. 04-11399 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Mercury Ins. Co. of Fla., No. 035170 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Nationwide Mutual Ins. Co., No. 0410396 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Progressive Consumers Ins. Co., No. 034174 (Fla. Cir. Ct.)

Clemons v. Thompson, No. MON-L-001980-07 (E.D.N.Y.)

Cohen v. JPMorgan Chase & Co., No. 04CV4098 (E.D.N.Y.)

Coleman v. Lincoln Wood Products, Inc., No. 99-cv-1362 (N.J. Super. Ct.)

Commonwealth of Massachusetts v. H&R Block, Inc., No. 08-2474-BLS1 (Mass. Super. Ct.)
Coppess v. Healthways, Inc., No. 10-cv-00109 (M.D. Tenn.)
Corsello v. Verizon New York, Inc., No. 39610/07 (N.Y. Super. Ct.)
Cotton v. Ferman Mngmt. Services Corp., No. 02-cv-08115 (Fla. Cir. Ct.)
Cottrell v. Gardner, No. 02-cv-121(I), Super. Fin. Corp. Deriv. Action (Ark.)
Croxall v. Tampa Hund L.P., No. 03-6201 (Fla. Cir. Ct.)
Cruz v. Condor Capital Corp., No. MID-L-2108-06 (N.J. Super. Ct.)
Curtis v. Northern Life Ins. Co., No. 01-2-18578-1 SEA, (Wash. Super. Ct.)
Di Popolo v. Ramsey Nissan, Inc., No. BER-L-10319-09, (N.J. Super. Ct.)
Dishkin v. Tire Kingdom, Inc., No. 08-2088 (Fla. Cir. Ct.)
Drury v. Countrywide Home Loans, Inc., No. 08-cv-152-ORL-28 DAB (M.D. Fla.)
Eisenberger v. Boston Service Co., Inc., No. MID-L-10366-09 (N.J. Super. Ct.)
Epstein v. Sears, Roebuck and Co., No. UNN-L-1732-09 (N.J. Super. Ct.)
Est. of Gary Robertson v. ADS Alliance Data Sys., Inc., No. 11-cv-1652 (M.D. Fla.)
Est. of Mitchell Hampton v. Beverly Enterprises, Inc., No. 2004-95-3 (Ala. Cir. Ct.)
Estep v. Smythe Volvo, Inc., No. UNN-L-004184-03 (N.J. Super. Ct.)
Evans v. Stewart Title Guaranty Co., No. 04-06630-05 (Fla. Cir. Ct.)
Family Open MRI, Inc. v. Direct Gen. Ins. Co., No. 03-4175 (Fla. Cir. Ct.)
Fernando v. Neopost USA, Inc., No. BC439856 (Cal. Super. Ct.)
Fernando v. Priority Mailing Sys., No. BC439857 (Cal. Super. Ct.)
Ferro v. Florida Windstorm Underwriting Assoc., No. 00014808 (Fla. Cir. Ct.)
Francis v. A&E Stores, Inc., No. 06-cv-1638 (S.D.N.Y.)
Franco v. Ace Parking Management Inc., No. BC 392809 (Cal. Super. Ct.)
Froumy v. Stark & Stark, No. 09-cv-04890 (D.N.J.)
FW Transportation, Inc. v. Associates Commercial Corp., No. C200000084 (Tex. Cir. Ct.)
Gilley v. Ernie Haire Ford, Inc., No. 02-8101 (Fla. Cir. Ct.)
Graham v. Town & Country Disposal of Western Missouri, Inc., No. 10-cv-00551 (W.D. Mo.)
Greenstein v. Nations Title Agency of Florida, Inc., No. 07-014085 (Fla. Cir. Ct.)
Gulf Coast Injury Center, LLC v. Nationwide Mutual Fire Ins. Co., No. 08-012621 (Fla. Cir. Ct.)
Gupta v. Campus UW JV II, LLC, No. 23-2-02531-8 (Wash. Super. Ct.)
Hamilton v. ATX Services Inc., No. 08-cv-0030 (W.D. Mo.)
Haynes v. Baptist Health, No. 240 S.W.3d 576 (Ark. 2006)
Hellmers v. Countrywide Home Loans, Inc., No. 07-7703 (E.D. La.)
Hill v. Am. Med. Sec. Life Ins. Co., C.A. No. 06-cv-00332 (W.D. Tex.)
Hill v. Countrywide Home Loans, Inc., No. A-0178441 (E.D. Tex.)

Hudson United Bank v. Chase, No. L-235-05 (N.J. Super. Ct.)
Hughley v. Md. Cas. Co., No. 06-21428-CIV-ALTONAGA (S.D. Fla.)
Hutson v. Baptist Health, No. CV 08-8221 (Ark. Cir. Ct.)
Hutt v. Martha Stewart Living Omnimedia, Inc., N.Y. Slip. Op. 651249/2012 (N.Y. Super. Ct.)
Kalow & Springut, LLP v. Commence Corp., No. 07-3443 (D.N.J.)
Kay v. Wells Fargo & Co., No. 07-cv-01351 (N.D. Ca.)
Lafayette Life Ins. Co. v. Cty. of Menasha, No. 09-cv-64TLS-APR (N.D. Ind.)
Mann v. Lawyers Title Ins. Corp. No. 03 CH 15223 (Ill. Cir. Ct.)
Mantzouris v. Scarritt Motor Grp., Inc., No. 03-cv-0015-T-30-MSS (M.D. Fla.)
Martin v. Foster Wheeler Energy Corp., No. 06-cv-00878 (C.D. Cal.)
Mayotte v. Assoc. Bank, N.A., No. 07-cv-00033 (N.D. Fla.)
Meadows v. Clearwater Bay Mktg, LLC, No. 49C01-0812-PL-054708 (Ind. Cir. Ct.)
Means v. River Valley Fin. Bank, No. 49D12-0704-PL016504 (Ind. Super. Ct.)
Miller v. Weltman, Weinberg & Reis Co., L.P.A., No. MID-L-006248-07 (N.J. Super. Ct.)
Monroy v. Citrus Cnty., No. 2004-CA-1840 (Fla. Cir. Ct.)
Moore v. The Hertz Corp., No. 03-11772 (Fla. Cir. Ct.)
Mortgage Settlement Consumer Restit. Prog. (Foreclosure Restit. Prog. and BOA Victims Prog.)
NSL Capital Mgmt. v. Gorman, No. C-48-08 (N.J. Super. Ct.)
Nthenge v. Pressler and Pressler, LLP, No. C-00-1211-PH (N.D. Cal.)
Obermeyer v. MarineMax East, Inc., No. 08-54007-CA-24 (Fla. Cir. Ct.)
Olivo v. Homecomings Fin., LLC, No. 06-4625 (N.Y. Super. Ct.)
Open MRI of Pinellas, Inc. v. Atlanta Cas. Ins. Co., No. 03-7721 (Fla. Cir. Ct.)
Ori v. Fifth Third Bank and Fiserv, Inc., No. 08-cv-00432-LA (E.D. Wis.)
Ownby v. Citrus Cnty., Florida, No. 04-CA-1840 (Fla. Cir. Ct.)
Parker v. Am. Med. Sec. Grp., Inc., No. 04-1-1980-42 (Ga. Super. Ct.)
Parthiban v. GMAC Mortgage Corp., No. SACV05-768-ODW (C.D. Cal.)
Perez v. Rent-A-Center, Inc., No. 01-cv-7593 (N.J. Super. Ct.)
Pettway v. Harmon Law Offices, P.C., No. 03-10932-RGS (D. Mass.)
Pickett v. Triad Fin. Corp., No. MID-L-007727-05 (N.J. Super. Ct.)
Pollitt v. DRS Towing, LLC, No. 10-cv-1285 (D.N.J.)
Premier Open MRI, LLC v. Progressive Am. Ins. Co., No. 04-00021 (Fla. Cir. Ct.)
Puritan Budget Plan, Inc. v. Amstar Ins. Co., No. 04-10428 (Fla. Cir. Ct.)
Ragsdale v. SanSai USA, Inc., No. 07-cv-1246 WQH (S.D. Cal.)
S. Parker Hardware Mfg. Corp. v. AT&T Corp., No. BER-L-162-06 (N.J. Super. Ct.)
Saint Pete MRI v. Auto Club South Ins. Co., No. 10-CA-013134 (Fla. Cir. Ct.)

Saint Pete MRI v. Hartford, No. 10-03925 (Fla. Cir. Ct.)
Sam v. White, No. 49D06-1006-PL-027492 (Ind. Super. Ct.)
Santos v. Silver, No. MID-L-08188-07 (N.J. Super. Ct.)
Scher v. Oxford Health Plans, Inc., Am. Arbitration Ass’n, No. 11 193 00548 05
Sheikh v. Maxon Hyundai, Inc., No. L-000476-09 (N.J. Super. Ct.)
Silke v. Irwin Mortgage Corp., No. 49D03-0304-PL-000697 (Ind. Super. Ct.)
Soden v. East Brunswick Buick, Nos. L-2510-03, L-5617- 03 (N.J. Super. Ct.)
Sokoloski v. Stewart Title Guar. Co., No. 08-cv-00236-AWT (D. Conn.)
UltraOpen MRI Corp. v. Hartford Cas. Ins. Co., No. 07- CA009132 (Fla. Cir. Ct.)
UltraOpen MRI Corp. v. Nationwide Assurance Co., No. 03-010725 (Fla. Cir. Ct.)
United Cons. Fin. Ser. v. Carbo, No. 982 A.2d 7 (N.J. Super. Ct. App. Div. 2009)
Valley Nat’l Bank v. Cahn, No. L-0504-04 (N.J. Super. Ct.)
Veal v. Crown Auto Dealerships, Inc., No. 04-cv-0323-T-27 (M.D. Fla.)
Walker v. Hill Wallack LLP, No. MID-L-003480-08 (N.J. Super. Ct.)
Ward v. Flagship Credit Acceptance, LLC, No. 17-cv-02069 (E.D. Pa.)
Wells v. DTD Enterprises, Inc., No. L-9012-07 (N.J. Super. Ct.)
Wenger v. Cardo Inc., No. MID-L-4924-07 (N.J. Super. Ct.)
Wenger v. Freehold Subaru, LLC, No. MON-L-4003-10 (N.J. Super. Ct.)
Williams v. CBE Grp., No. 11-cv-3680-PS (D.N.J.)
Yariv v. AT&T Corp., No. SOM-L-272-05 (N.J. Super. Ct.)
Yingling v. eBay, Inc., No. 09-cv-01733 JW (N.D. Cal.)

Civil Rights Notice & Claims Administration Cases

***Leslie Ann Wilkie Peltier v. Debra Haaland*, No. 1:20-cv-03775-TFH (D.D.C.)**. A class action lawsuit to redress alleged breaches of trust by the U.S. Department of the Interior, the U.S. Department of the Treasury, and the U.S. of America with respect to the accounting and management of two Judgment Awards of the Indian Claims Commission. The \$59 million settlement provided relief to several generations of tribal families. Ms. Verkhovskaya developed a novel class notification and claims adjudication process that quickly and efficiently distributed settlement funds to surviving tribal members and their heirs. At the preliminary approval hearing, the federal judge overseeing the settlement noted that CEG was “instrumental in helping to shape the deal...”

Class counsel noted that CEG “made extensive efforts to identify and reach” the class and that CEG’s class notification efforts “have met or gone beyond the Rule 23 and due process...requirements...” In the order granting final settlement agreement approval, the court noted that CEG’s class notification process provided “the best notice practicable under the circumstances...and it was reasonably calculated to reach the class members.” As an indication of the notice adequacy and its expansive reach, claimants were reached beyond the USA and claims were filed by class members from six additional countries: Australia, Austria, Canada, The Netherlands, Norway, and South Korea.

German Forced Labour Compensation Programme (GFLCP). Ms. Verkhovskaya was appointed by the government of Germany to lead notice and claims collection efforts in the GFLCP. Under Ms. Verkhovskaya's direction, the program located more than 43,000 Romani survivors in 17 countries in central and eastern Europe who were potentially eligible for humanitarian aid. Ms. Verkhovskaya oversaw creation of a comprehensive database for the GFLCP and the Holocaust Victim Assets Programme and coordinated direct assistance with claim completion for more than 11,000 Romanies in eight central and eastern European countries.

***In re Holocaust Victim Assets Litig.*, 105 F. Supp. 2d 139 (E.D.N.Y. 2000).** Ms. Verkhovskaya played a key role in a worldwide Phase I notice program that resulted in the processing of more than 500,000 initial questionnaires relating to a \$1.25 billion settlement. In Phase III of that matter, Ms. Verkhovskaya coordinated delivering notice to more than 10,000 Jewish communities in 109 countries. In both Phases I and III of that matter, Ms. Verkhovskaya administered international help and call centers that directly assisted more than 100,000 potential claimants, created a class-appropriate notice targeting members of the Romani community in 48 countries, directed hundreds of staff in communicating with Romani communities and individuals, and notified more than two million people of the settlement.

International Commission of Holocaust Era Insurance Claims (ICHEC). Ms. Verkhovskaya was appointed by Chairman Lawrence Eagleburger, former U.S. Secretary of State, to serve as consultant to ICHEIC on notice and outreach strategies and supervised the notification of claimants and face-to-face assistance programs in eastern Europe and the former Soviet Union.

Project HEART: Holocaust Era Asset Restitution Taskforce. Ms. Verkhovskaya was appointed by the Israeli government as the administrative director of Project HEART to provide essential tools, strategy, and information to enable Israel and its partners to secure restitution for eligible Jewish Holocaust victims and their heirs. Project HEART was one of the most comprehensive multilingual notice campaigns ever undertaken, covering 137 countries. Ms. Verkhovskaya assisted in launching a multilingual, interactive website, establishing a 24-hour call center in 13 languages, distributing more than 500,000 documents to potentially eligible families of Holocaust victims, handling more than 80,000 telephone calls, conducting archival research, and creating the most comprehensive online database of looted Jewish property in history. Ms. Verkhovskaya oversaw and directed the establishment of the largest and most complex data repository in the world, of nearly two million records identifying Jewish property stolen or looted during the Holocaust. In addition, under Ms. Verkhovskaya supervision, Project HEART reached out to 15,000 non-governmental organizations (NGOs) to engage them in the project and provide personal assistance to thousands of Holocaust victims and their heirs in making their claims.

In re Assicurazioni Generali S.p.A. Holocaust Ins. Litig., No. 228 F.Supp.2d 348 (S.D.N.Y.)

Austrian Banks Holocaust Litig., Nos. 01-3017, 01-3019, 01-3024, 01-3025 (S.D.N.Y.)

Flood v. Dominguez, No. 08-cv-153 (N.D. Ind.)

U.S. Securities and Exchange Commission Fairness Actions Notice & Claims Administration Cases

In re Morgan Asset Mgmt., Inc., SEC Admin. Proceeding File No. 3-13847

SEC v. Anderson, No. 05-1128 (D. Minn.)

SEC v. The BISYS Grp., Inc., No. 07-cv-04010-KMK (S.D.N.Y.)

SEC v. Gen-See Capital Corp., No. 09-cv-00014S (W.D.N.Y.)
SEC v. RenaissanceRe Holdings Ltd., No. 07-cv-00865 RWS (S.D.N.Y.)
SEC v. Rockford Funding Grp., No. 09-cv-10047-PGG (S.D.N.Y.)
SEC v. Take-Two Interactive Software, Inc., No. 09-cv-03113 (S.D.N.Y.)
SEC v. Tecumseh Holdings Corp., No. 765 F. Supp. 2d 340 (S.D.N.Y.)
SEC v. Value Line, Inc., SEC Admin. Proceeding File No. 3-13675
SEC v. WexTrust Capital, LLC, No. 08-cv-7104 (S.D.N.Y.)
SEC v. Zomax, Inc., No. 04-1155 (D. Minn.)

Antitrust Notice & Claims Administration Cases

Ace Marine Rigging & Supply, Inc. v. Virginia Harbor Svcs, Inc., No. 11-cv-00436 (C.D. Cal.)
Bd. of Commr. 's of Port of New Orleans v. Virginia Harbor Svcs. Inc., No. 11-cv-00437 (C.D. Cal.)
In re DDAVP Indirect Purchaser Antitrust Litig., No. 05-2237 (S.D.N.Y.)
In re Iowa Ready-Mixed Concrete Antitrust Litig., No. 10-004038-MWB (N.D. Iowa)
In re Marine Hose Antitrust Litig., No. 08-1888 (S.D. Fla.)
In re Platinum and Palladium Commodities Litig., No. Civ 3617-WHP (S.D.N.Y.)
In re Potash Antitrust Litig. (II), No. 08-6910 (N.D. Ill.)
In re Ready-Mixed Concrete Antitrust Litig., No. 05-cv-00979-SEB-VSS (S.D. Ind.)

Securities Fraud Notice & Claims Administration Cases

In re ACS S'holders Litig., No. 06-cv-1592-M (N.D. Tex.)
In re Adolor Corp. S'holders Litig., No. 6997-VCN (Del. Ch.)
In re AirGate PCS, Inc. Sec. Litig., No. 02-cv-1291-JOF (N.D. Ga.)
In re Am. Italian Pasta Co. Sec. Litig., No. 05-cv-0725-W-ODS (W.D. Mo.)
In re Andrx Corp., Inc., Taztia XT Sec. Litig., No. 02-cv-60410 (S.D. Fla.)
In re Atlas Energy, Inc. S'holders Litig., No. 5990-VCL (Del. Ch.)
Bauman v. Super. Fin. Corp., No. 01-cv-00756 GH (E.D. Ark.)
In re Beckman Coulter, Inc. Sec. Litig., No. 10-cv-1327-JST (C.D. Cal.)
In re BigBand Networks, Inc. Sec. Litig., No. 07-cv-5101 (N.D. Cal.)
In re BISYS Sec. Litig., No. 04-cv-3840 (JSR) (S.D.N.Y.)
In re BP Prudhoe Bay Royalty Trust Sec. Litig., No. C06-1505 (W.D. Wash.)
Capovilla v. Lone Star Tech., Inc., No. 07-02979 (Tex. Dist. Ct.)
In re Cbeyond, Inc. Sec. Litig., No. 08-cv-1666 (CC) (N.D. Ga.)
Cement Masons & Plasterers Joint Pension Trust v. TNS, Inc., No. 06-cv-363 (E.D. Va.)
In re CNX Gas Corp. S'holders Litig., No. 5377-VCL (Del. Ch.)

In re Connetics Sec. Litig., No. C 07-02940 SI (N.D. Cal.)
In re CP Ships Ltd. Sec. Litig., No. 05-md-1656-T-27TBM (M.D. Fla.)
Dandong v. Pinnacle Performance Ltd., No. 10-cv-8086 (S.D.N.Y.)
DeCario v. Lerner N. Y., Inc., No. BC 317954 (Cal. Super. Ct.)
In re Del Monte Foods Co. S'holder Litig., No. 6027- VCL (Del. Ch.)
In re Delphi Fin. Grp. S'holders Litig., No. 7144-VCG (Del. Ch.)
In re Dura Pharm., Inc. Sec. Litig., No. 99-cv-0151-JLS (WMC) (S.D. Cal.)
In re Emergent Grp., Inc. S'holder Litig., No. BC455715 (Cal. Super. Ct.)
Friedman v. Rayovac Corp., No. 02-cv-0308-C (W.D. Wis.)
Friewalde v. Boeing Aero. Operations, Inc., No. 06-Vcv-236 (W.D. Tex.)
In re Gen. Electric Co. Sec. Litig., No. 09-cv-1951 (DLC) (S.D.N.Y.)
In re Gilead Sci. Sec. Litig., No. C-03-4999-SI (N.D. Cal.)
In re Goodrich S'holders Litig., No. 11-13699 (N.Y. Super. Ct.)
Groen v. PolyMedica Corp., No. 07-3352 (Mass. Super. Ct.)
Hall v. The Children's Place Retail Stores, Inc., No. 07-cv-08252-SAS (S.D.N.Y.)
In re Hearst-Argyle S'holder Litig., No. 09-cv-600926 (N.Y. Super. Ct.)
Hess v. Oriole Homes Corp., No. 07-7703 (Fla. Cir. Ct.)
Holley v. Kitty Hawk, Inc., No. 00-cv-0828-P (N.D. Tex.)
In re IBM Corp. Sec. Litig., No. 05-cv-6279 (S.D.N.Y.)
In re ICG Commc'n, Inc. Sec. Litig., No. 00-cv-1864-REBBNB (D. Colo.)
In re InfoSonics Sec. Litig., No. 06-cv-1231-JLS (S.D. Cal.)
In re J. Crew Grp., Inc. S'holders Litig., No. 6043-CS (Del. Ch.)
Kellman v. Forever 21 Retail, Inc., No. 12-32841 CA 05 (Fla. Cir. Ct.)
In re King Pharm., Inc. Sec. Litig., No. 03-cv-77 (E.D. Tenn.)
Kubota v. Walker, No. 06-02446 (Tex. Dist. Ct.)
In re LDK Solar Sec. Litig., No. C 07-05182 WHA (N.D. Cal.)
In re Lehman Bros. Equity/Debt Sec. Litig., No. 09-md-2017 (S.D.N.Y.)
Lehmann v. Ivivi Tech., Inc., No. C-343-09 (N.J. Super. Ct.)
In re Lernout & Hauspie Sec. Litig., Nos. 00-cv-11589, 02-cv-10303 (D. Mass.)
In re Limelight Networks, Inc. Sec. Litig., No. CV07-01603 (D. Ariz.)
Long v. Eschelon Telecom, Inc., No. 27-cv-07-6687 (Minn. Dist. Ct.)
La. Mun. Police Employees Ret. Sys. v. Deloitte & Touche LLP, No. 04-621 (E.D.N.Y.)
In re Martek Biosciences Corp. Sec. Litig., No. MJG 05-1224 (D. Md.)
In re Massey Energy Co. Sec. Litig., No. 10-cv-00689-ICB (N.D. Cal.)
In re MBNA Corp. Sec. Litig., No. 05-cv-00272-GMS (D. Del.)

In re Metavante Tech., Inc. S'holder Litig., No. 09-CV5325 (Wis. Cir. Ct.)
In re Micromuse, Inc. Sec. Litig., No. C-04-0136 BZ (N.D. Cal.)
In re MK Res. Co. S'holders Litig., Nos. 1692-VCS, 1598VCS (Del. Ch.)
Montalvo v. Tripos, Inc., No. 03-cv-995SNL (E.D. Mo.)
In re Motive, Inc. Sec. Litig., Nos. A-05-cv-923-LY, A06-CA-017-LY (W.D. Tex.)
Mozenter v. Nalco Holding Co., No. 11-MR-001043 (Ill. Cir. Ct.)
Niederklein v. PCS Edventures!.com, Inc., No. 10-cv-479 (D. Idaho)
In re Novamed, Inc. S'holders Litig., No. 6151-VCP (Del. Ch.)
In re NX Networks Sec. Litig., Nos. 00-cv-11850-JLT, 01- CV10377-JLT (D. Mass.)
In re OSI Pharm., Inc. Sec. Litig., No. 04-cv-05505- JSWDW (E.D.N.Y.)
In re Pacific Gateway Exch., Inc. Sec. Litig., No. 00-cv-1211 (N.D. Cal.)
In re Par Pharm. Cos., Inc. S'holders Litig., No. 7715(VCP) (Del. Ch.)
In re Par Pharm. Sec. Litig., No. 06-cv-03226 (D.N.J.)
Paskowitz v. Ernst & Young, LLP, No. A-08-CA-188-LY (W.D. Tex.)
Pension Tr. Fund for Operating Eng'rs v. Assisted Living, 943 F. Supp. 2d 913 (E.D. Wis.)
Police & Fire Ret. Sys. of the Cty. of Detroit v. SafeNet, Inc., No. 06-cv-05797 (S.D.N.Y.)
Provo v. China Organic Ag., Inc., No. 08-cv-1081 (S.D.N.Y.)
Quaak v. Dexia, S.A., No. 03-cv-11566 (D. Mass.)
Raspante v. Harris Interactive, No. 9148-VCP (Del. Ch.)
Raul v. Western Liberty Bancorp, No. A-12-668865-B (Nev. Dist. Ct.)
In re Reliant Sec. Litig., No. H-02-1810 (S.D. Tex.)
In re RenaissanceRe Holdings Ltd. Sec. Litig., No. 05-cv-06764-WHP (S.D.N.Y.)
Rubin v. MF Global, Ltd., No. 08-cv-2233 (S.D.N.Y.)
In re Scottish Re Grp. Sec. Litig., No. 06-cv-5853 (S.D.N.Y.)
Serino v. Kenneth Lipper, et. al., No. 04/602106 (N.Y. Super. Ct.)
In re Sexy Hair Concepts, LLC, No. 10-bk-25919-GM (Bankr. C.D. Cal.)
In re SFBC Intern'l Sec. & Deriv. Litig., No. 06-cv-000165-SRC (D.N.J.)
In re SLM Corp. Sec. Litig., No. 08-cv-1029 (S.D.N.Y.)
Special Situations Fund III, L.P. v. Quovadx, Inc., No. 04-cv-01006 (D. Colo.)
In re Stone & Webster, Inc. Securities Litigation, No. 06-mc-4 (N.D. Tex.)
In re Supervalu, Inc. Sec. Litig., No. 02-cv-1738 (D. Minn.)
In re Suprema Specialties, Inc. Sec. Litig., No. 02-168 (D.N.J.)
In re Symbol Tech., Inc. Sec. Litig., No. 02-cv-1383 (E.D.N.Y.)
In re Take-Two Interactive Sec. Litig., 551 F. Supp. 2d 247 (S.D.N.Y.)
Taylor v. McKelvey (Monster Worldwide, Inc.), No. 06-cv-8322 (S.D.N.Y.)

In re TD Banknorth S'holders Litig., No. 2557-VCL (Del. Ch.)
In re Ticketmaster Ent. S'holder Litig., No. BC407677 (Cal. Super. Ct.)
In re Tyson Foods, Inc. Sec. Litig., No. 01-425-SLR (D. Del.)
Valuepoint Partners, Inc. v. ICN Pharm., Inc., No. 03-cv-989 DOC (C.D. Cal.)
In re Vaso Active Pharm. Deriv. Litig., Nos. 04-10792, 04-10708 (D. Mass.)
In re Viisage Tech., Inc. Sec. Litig., No. 05-cv-10438-MLW (D. Mass.)
In re VisionAmerica, Inc. Sec. Litig., No. 00-0279 (M.D. Tenn.)
In re Vonage IPO Sec. Litig., No. 07-cv-177 (D.N.J.)
Wyatt v. El Paso Corp., No. 02-cv-02717 (S.D. Tex.)
In re Warner Chilcott Ltd. Sec. Litig., No. 06-cv-11515 (S.D.N.Y.)
Zametkin v. Fid. Mgmt. & Research Co., No. 08-cv-10960 (D. Mass.)
In re Zomax, Inc. Sec. Litig., No. 05-cv-01128 (D. Minn.)

Other Notice & Claims Administration Cases

Akins v. Worley Catastrophe Response, LLC, No. 921 F. Supp. 2d 593 (E.D. La. 2013)
Alakayak v. All Alaskan Seafoods, Inc., No. 3AN-95-4676 CIV (Alaska Super. Ct.)
Altier v. Worley Catastrophe Response, LLC, No. 11-cv-242 (E.D. La.)
Baptista v. Mut. of Omaha Ins. Co., No. 10-467 ML (D.R.I.)
Brattain v. Richmond State Hosp., No. 49D11-0108-CP-1309 (Ind. Super. Ct.)
Carlson v. C.H. Robinson Worldwide, Inc., No. 02-cv-3780 (D. Minn.)
Chao v. Slutsky, No. 01-cv-7593 (E.D.N.Y.)
Clayton v. Velociti, Inc., No. 08-cv-2298-CM/GLZ (D. Kan.)
In re Consumers Trust, No. 05–60155 (REG) (S.D.N.Y.)
In re Enter. Rent-A-Car Wage & Hour Emp't Practices Litig., No. 2056 (W.D. Pa.)
In re Flag Telecom Holdings, Ltd. Sec. Litig., No. 02-cv-3400 (S.D.N.Y.)
Johansen v. Liberty Mut. Grp. Inc., No. 15-cv-12920-ADB (D. Mass.)
Kreher v. City of Atlanta, Ga., No. 04-cv-2651 (N.D. Ga.)
Mayer v. Smurfit-Stone Container Corp Ret. Plans Admin. Comm., No. 09-cv-02984 (N.D. Ill.)
Mayes v. The Geo Grp., Inc., No. 08-cv-248/RS/EMT (N.D. Fla.)
Merrimon v. UNUM Life Ins. Co. of Am., No. 10-cv-00447-NT (D. Me.)
Morrison v. MoneyGram Int'l, Inc., No. 08-cv-01121 (D. Minn.)
N.Y. v. SKS Assoc., LLC, No. 400908/12 (N.Y. Super. Ct.)
Norflet v. John Hancock Life Ins. Co., No. 04-cv-1099 (D. Conn.)
In re Ortiz v. Aurora Health Care, Inc., No. 12-cv-00295-LA (E.D. Wis.)
Osborn v. EMC Corp., No. C 04-00336 JSW (N.D. Cal.)

Otte v. Life Ins. Co. of N. Am., No. 09-cv-11537 (D.N.H.)
Overby v. Tyco Int'l Ltd., No. 02-cv-1357-B (D.N.H.)
Paliotto v. Johnny Rockets Grp., Inc., No. 06-cv-02253-RCL (D.D.C.)
Patel v. Baluchi's Indian Rest., No. 08-cv-9985 (S.D.N.Y.)
Payson v. Cap. One Home Loans, LLC, No. 07-cv-2282 (D. Kan.)
Pereira v. Foot Locker, Inc., No. 07-cv-2157 (E.D. Pa.)
Ramirez v. GreenPoint Mortgage Funding, Inc., No. 08-cv-00369 (N.D. Cal.)
In re RBC Dain Rauscher Overtime Litig., No. 06-cv-03093 (D. Minn.)
Rolark v. Lawyers Title Insurance Co., No. 03-CH-13789 (Ill. Cir. Ct.)
Rupp v. Thompson, No. 11-ap-2211 (Bankr. D. Utah)
Schmitz v. Liberty Mut. Ins. Co., No. 08-cv-02945 (S.D. Tex.)
Smith v. Mill-Tel, Inc., No. 08-cv-2016 (D. Kan.)
Smolkin v. Leviton Manufacturing Co., Inc., No. 04-cv-3126 (D. Md.)
Southeast Texas Medical Associates, LLP v. VeriSign, Inc., No. 102-cv-035550 (Cal. Super. Ct.)
Stein v. Pactiv Corp., No. 10-CH-35455 (Ill. Cir. Ct.)
Warren v. Orkin Exterminating Company, Inc., No. 00-cv-2786 (S.D. Tex.)
Will v. American Equity Mortgage, Inc., No. 09-cv-010305 (Wi. Cir. Ct.)
Wisniak v. Mirant Americas Generation, LLC, No. 03-cv-71095 (Ga. Super. Ct.)
Zelnik v. Citation Homes, Inc., No. 00-cv-413861 (Cal. Super. Ct.)

WORK HISTORY

Class Experts Group, LLC

President and Chief Executive Officer 2017-present

Established as a boutique firm with a worldwide presence, Class Experts Group, LLC (CEG) offers a comprehensive range of services tailored to complex litigation support services, including data analysis, expert witness testimony, and class action notice and settlement administration.

Friends of Be an Angel, Inc.

Director of the Board 2022-present

Friends of Be an Angel is a 501(c)(3) charity dedicated to supporting Ukrainian refugees and internally displaced persons. They provide large-scale humanitarian aid, medical evacuations, mental health programs, and supplies. The organization also focuses on rehabilitation for wounded veterans and rare disease treatment for children. Additionally, they facilitate sister city programs to promote international cooperation and reconstruction efforts.

Be an Angel e.V.

Member of the Board 2022-present

Be an Angel e.V. is an international charity that began in Berlin, Germany during the 2015 migrant crisis, providing housing for homeless refugees. The organization now offers crisis relief, rescue

operations, advocacy, and support for refugees worldwide. Their services include humanitarian aid, medical evacuations for children with rare diseases, and sustainable integration programs. Be an Angel operates in various regions, including Europe, the Middle East, and North America, aiming to deliver comprehensive assistance and empowerment to refugees and asylum seekers.

Rule of law Empowerment Association (ROLE)

Member of the Board

2022-present

ROLE is a dynamic human rights NGO founded in Strasbourg, France by former judges of the European Court of Human Rights (ECtHR), legal experts, renowned European and U.S. lawyers, and passionate young legal professionals dedicated to advancing human rights and the rule of law across Europe and Central Asia.

DRRT

Managing Director

2016-2017

DRRT is an international law firm specializing in global securities litigation, institutional claims filing, and litigation support. They assist institutional investors with loss recovery through litigation, arbitration, and claims in global settlements. DRRT operates from offices in Miami, Frankfurt, Paris, and London, and emphasizes client-focused services in investor loss recovery and corporate governance. They handle securities litigation cases and settlements worldwide.

A.B. Data, Ltd.

Partner and Chief Operating Officer, Class Action Administration

1999-2016

Ms. Verkhovskaya founded and led A.B. Data, Ltd. to become a nationally recognized class action administration firm. A.B. Data provides class action administration services, including notice administration, claims processing, media services, contact centers, case websites, and settlement fund distribution.

Ms. Verkhovskaya was a leader in class action claims fraud detection. She formed the Fraud Prevention and Detection Task Force in collaboration with Duke Law School, the Federal Bureau of Investigations, the U.S. Secret Service, the IRS Criminal Investigative Division, the United States Postal Services, the Department of Justice, and other government organizations, developing class action industry guidelines on preventing fraud.

EDUCATION

Executive Master of Business Administration

Brown University & IE Business School

Course Certificate, Data Science, Machine Learning and AI for Business

Course Certificate, Leadership in Times of Volatility and Uncertainty

Brown University & IE Business School

Bachelor of Science

Molloy University

EXHIBIT

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

Jamie Todd, et al.,

Plaintiffs,

v.

Ashley Furniture Industries, LLC, et al.,

Defendants.

Case No. 3:24-cv-615-wmc

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 600 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendants Ashley Furniture Industries, LLC, Ashley Global Retail, LLC, and Resident Home LLC, 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").¹

7. On March 6, 2026, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 51 officials (the Attorneys General of 46 states, the District of Columbia, Guam, Puerto Rico, the Northern Marina Islands, and the U.S. Virgin Islands). As per the direction of the Office of the Alaska, Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Alaska, Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States and the American Samoa Attorney General. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

- a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
Plaintiffs’ First Amended Complaint and Plaintiffs’ Original Class Action Complaint.
- b. **Per 28 U.S.C. § 1715(b)(3) – Notifications to Class Members:** The proposed notice plan filed with the Court.
- c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:**
Plaintiffs’ motion for preliminary approval and the proposed settlement.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 6, 2026.



KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List

USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwab	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	James Uthmeier	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Catherine Hanaway	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Jeff Jackson	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Jennifer Davenport	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Dave Sunday	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Derek Brown	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jay Jones	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Nick Brown	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	John B McCuskey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Keith Kautz	109 State Capital		Cheyenne	WY	82002
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Lourdes L. Gomez Torres	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Alaska	All documents sent to AK AG at their dedicated CAFA email inbox.	AK
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

UPS

Appropriate Official	FullName	Address1	Address2	City	State
US Department of Justice	Pamela Bondi	950 Pennsylvania Ave NW		Washington	DC
Department of Legal Affairs	Gwen Tauilili-Langkilde	American Samoa Gov't Exec	Ofc Bldg Utulei	Pago Pago	AS

Attachment 2

LAW OFFICES
WILLIAMS & CONNOLLY^{LLP*}

EDWARD C. BARNIDGE
(202) 434-5340
ebarnidge@wc.com

680 MAINE AVENUE SW
WASHINGTON, DC 20024
(202) 434-5000
WWW.WC.COM

EDWARD BENNETT WILLIAMS (1920-1988)
PAUL R. CONNOLLY (1922-1978)

March 6, 2026

VIA COURIER

The Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

VIA CERTIFIED MAIL OR EMAIL

State Attorneys General
(identified on the attached distribution list) via certified mail or email

**Re: *Todd v. Ashley Furniture Industries, LLC, et al.*, Case No. 3:24-cv-00615-wmc
(W.D. Wis.); Proposed Settlement of Class Action**

Dear Sir/Madam:

I write on behalf of Ashley Furniture Industries, LLC, Ashley Global Retail, LLC, and Resident Home LLC (collectively, “Defendants”) regarding the above-referenced action currently pending in the United States District Court for the Western District of Wisconsin (“the Action”). Pursuant to 28 U.S.C. § 1715, Defendants hereby provide notice that a motion for preliminary approval of a settlement between Defendants and a putative class of customers was filed on February 25, 2026.

The proposed class consists of:

All individual end consumers who purchased an Affected Mattress in the United States from October 1, 2017 to June 30, 2024, which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass as a fire-retardant material in the inner sock of the mattress.

Excluded from the Class are: (1) the Judges presiding over the Action, and members of their immediate families; and (2) Defendants, their subsidiaries, parent companies, successors, predecessors, any entity in which the Defendants or their parents have a controlling interest, and their current or former officers and directors.

Enclosed please find copies of:

WILLIAMS & CONNOLLY^{LLP}

March 6, 2026

Page 2

1. 28 U.S.C. § 1715(b)(1): Complaints. Plaintiffs' First Amended Complaint, filed September 10, 2025, is enclosed. (Attachment 1). As is Plaintiffs' Original Class Action Complaint. (Attachment 2).
2. 28 U.S.C. § 1715(b)(2): Notice of Scheduled Judicial Hearings. As of March 6, 2026, a hearing with respect to Plaintiffs' motion for preliminary approval of the settlement in *Todd v. Ashley Furniture Industries, LLC, et al.*, Case No. 3:24-cv-00615-wmc (W.D. Wis.), ECF 64, has not yet been scheduled.
3. 28 U.S.C. § 1715(b)(3): Proposed Notifications to Class Members. Counsel for the Plaintiffs has filed the enclosed proposed notice plan on the above-referenced docket at 3:24-cv-00615-wmc (W.D. Wis.), ECF 69, ¶¶ 24-43. (Attachment 3)
4. 28 U.S.C. § 1715(b)(4)–(5): Proposed Settlement. Plaintiffs' motion for preliminary approval and the proposed settlement is enclosed. (Attachment 4).
5. 28 U.S.C. § 1715(b)(5): Contemporaneous Agreements. None.
6. 28 U.S.C. § 1715(b)(6): Final Judgment or Dismissal. As of March 6, 2026, no final judgment or notice of dismissal has been entered with respect to Plaintiffs' claims against Defendants.
7. 28 U.S.C. § 1715(b)(7): Class Members and Proportionate Share. Counsel for the proposed class have not, to date, identified any data as to the number of class members residing in each state or the estimated proportionate share of the claims of such members to the settlement.
8. 28 U.S.C. § 1715(b)(8): Judicial Opinions. There is no written judicial opinion issued in this action relating to the materials described in 28 U.S.C. § 1715(b)(3)–(6).

Sincerely,

/s/ Edward C. Barnidge

Edward C. Barnidge
680 Maine Avenue, S.W.
Washington, D.C. 20024
Tel: (202) 434-5000
Fax: (202) 434-5029
ebarnidge@wc.com

Counsel for Defendants

EXHIBIT

<u>r</u>	<u>E</u>	<u>r</u>	<u>T</u>	<u>H</u>	<u>r</u>	<u>r</u>	<u>Tr</u>	<u>r</u>	<u>r</u>
<i>Ahmad v. Fathom Realty FL LLC</i>				1	1				
<i>Bilek v. National Congress of Employers, Inc., et al.</i>						1		I	
<i>Brown v. DirecTV, LLC</i>	1		11						
<i>Bumpus v. Realogy Holdings Corp.</i>			1						
<i>Calhoun v. Invention Submission Corp.</i>				1	1				
<i>Clark v. Via Renewables, Inc. f/k/a Spark Energy</i>									
<i>Davis v. Capital One, N.A.</i>				E					
<i>Elliot v. Humana, Inc.,</i>									
<i>Jackson v. Athena Bitcoin, Inc.</i>				1					
<i>Jancik v WebMD LLC,</i>									
<i>Johnson v. Comodo Group, Inc.</i>			1						
<i>Kellman v. Spokeo, Inc.</i>			1						
<i>Mantha v. Quotewizard.com, LLC,</i>	1			1			M		
<i>Mey v. Matrix Warranty Solutions, Inc.</i>				1					
<i>Mitchell v. Toyota of Dallas</i>				1			T		
<i>Sapan v. The Federal Savings Bank</i>									
<i>Sapan v. Lending Tree, LLC</i>				1					
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Class Experts Group, LLC

Class Experts Group, LLC (CEG) is a trusted partner in class action litigation, offering deep expertise in data analysis, expert witness testimony, and full-scale class action administration.



CLASS EXPERTS GROUP^{LLC}

Expert Services Data Analysis Notice & Administration



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1 INTRODUCTION TO CLASS EXPERTS GROUP

Class Experts Group, LLC (CEG) is a trusted partner in class action litigation, offering proven proficiency in data analysis, expert witness testimony, and full-scale class administration.

The executive team heading CEG boasts decades of combined experience in delivering complex litigation support in class action consumer litigations, the Telephone Consumer Protection Act (TCPA), the Video Privacy Protection Act (VPPA), the Employee Retirement Income Security Act (ERISA), human rights, data breach, the Real Estate Settlement Procedures Act (RESPA), insurance, and other class action matters.

Established in 2018 as a boutique firm with a worldwide presence, CEG offers a comprehensive range of services tailored to intricate litigation support. Our offerings include data analysis, expert witness testimony, and class action notice and settlement administration. Whether your case demands data assessment, identification and location of class members, class notice, claims processing, or settlement fund distribution, CEG stands ready to be an essential ally on your team. We partner closely with you, offering seasoned advice based on our wealth of experience.

Founded on principles of collaboration and transparency, CEG has cultivated a distinct, women-directed business environment that prioritizes quality. We promote an atmosphere of honesty and fair dealing, extending these values to clients and class members alike.

These principles, combined with our unique service offerings combining data analysis, expert testimony, and settlement administration, position CEG as a trailblazer and innovator in the industry. Our clients consistently choose CEG because we are problem solvers and team players, offering workable solutions customized to each case's unique specifications.

Our team brings not only analytical precision but also a deep understanding of the human elements in class litigation. We know that behind every data point is a person, and we approach each engagement with empathy, discretion, and a commitment to justice.

CEG is also known for its adaptability and responsiveness. We thrive in fast-paced environments where agility, accuracy, and strategic foresight make all the difference. With in-house expertise across disciplines and access to cutting-edge tools, we are able to scale quickly, troubleshoot effectively, and deliver results that meet the highest standards—on time, every time.



2 OUR SERVICES

2.1 DATA ANALYSIS

In complex litigation, data analysis involves systematic examination of available records, files, and documents using analytical and logical reasoning to scrutinize each element within the provided data. Information is gathered from various sources, reviewed thoroughly, and then processed to derive conclusions, findings, and opinions.

CEG's proficiency in deciphering and articulating the story embedded within the data allows our expert witnesses to present that data efficiently and effectively in written reports and live testimony supported by factual and data-based foundations.

CEG's data analysis services are constructed on a reliable technology framework and are based on well-documented procedures, ensuring the secure collection, management, and handling of data. Our streamlined approach allows us to evaluate data productions of any scale with precision and cost efficiency.

CEG's expert witnesses regularly evaluate and provide opinions for class cases, including but not limited to, the following categories of records:

- Automated Audio File Transcription
- Banking
- Bankruptcy
- Billing
- Consent
- Credit Card
- Customer Relationship Management (CRM)
- Email
- Facsimile
- Government
- Insurance
- Internet Protocol (IP)
- Lead Files
- Medical
- Mortgage
- National Do Not Call Registry (NDNCR)
- Retailer
- Retirement Plan
- Telephone Call Logs
- Text
- Transactional
- United States Postal Service (USPS)
- Vehicle Deal Jackets
- Vital Statistics
- Voicemail Logs

We transform complex data into clear, actionable insights that support litigation strategy. Our process begins with cleansing of data, followed by layered analysis to ensure accuracy. Using advanced tools and custom scripting, we adapt to each case—whether structured databases or unstructured records—turning raw information into persuasive narratives.



2.2 EXPERT TESTIMONY AND REPORTING

Expert witness testimony plays a pivotal role in nearly all putative class action lawsuits, particularly during the class certification phase where such evidence is relied upon to address the requirements of Federal Rule of Civil Procedure 23.

For over two decades, CEG's team of experts has provided opinions and testimony in hundreds of consumer protection cases.

CEG's experts offer strategic insight and provide testimony on multiple aspects of litigation, including numerosity, ascertainability, class member identification and location, adequacy of notice, and settlement administration procedures. CEG's experts offer impartial testimony, forming independent opinions grounded in data, facts, and evidence. Class certification, in particular, frequently involves a "battle of experts". Our experts work closely with you to prepare and deliver testimony to reinforce the distinct claims in your case.

CEG's expert witnesses also address opposing reports, present rebuttal opinions, overcome Daubert challenges, provide deposition testimony, and appear at trial. In fact, CEG's senior expert witness has testified in trials and numerous class certification and other court hearings, bringing extensive cross-examination experience to the proceedings.

Other services include mediation preparation which involves developing a strategy and understanding the interests and positions of parties. CEG conducts preliminary data analysis based on data produced during an initial discovery and provides a basis for our clients to understand the value of the case. This is a critical step for a successful negotiation process.

CEG assists with the equally important step of damages analysis, which includes analysis to support the class definition and determining the types of damages incurred by the proposed class. CEG helps develop an efficient and effective distribution plan to allocate damage among class members, often involving a claims process and a proposed formula for fair allocation.

CEG reviews proposed settlement terms as they relate to the class notice plan, claims administration and fund distribution and estimates the cost.

Finally, once the terms of the settlement are agreed upon, pre-settlement consultation involves discussions and planning to ensure that the settlement process is managed efficiently and effectively. Key aspects of the consultation process include reviewing the draft settlement agreement, establishing a case-specific timeline that accommodates the components proposed under the terms of the settlement, and evaluating notice plan adequacy, claims validation requirements, and settlement fund distribution protocols. CEG develops methods for identifying, locating, and notifying class members and a detailed notice plan that complies with legal and due process requirements.



2.2.1 Representative Cases

Krakauer v. Dish Network, LLC, Civil Action No: 14-cv-333 (M.D.N.C.)

The court denied a Daubert challenge. Ms. Verkhovskaya's expert testimony at a jury trial was pivotal, leading the jury to award damages for each violation she identified.

Later, in denying a motion to overturn the jury verdict awarding the class more than \$20 million in relief, the court found "Ms. Verkhovskaya provided clear, cogent testimony explaining her methodology and the bases for her opinions." Damages in the case were trebled to more than \$61.5 million, and the award was upheld on appeal.

McMillion v. Rash Curtis & Associates, Case No. 3:16-CV-03396 (N.D. Cal.)

Ms. Verkhovskaya used reverse append and other techniques to separate debtors from non-debtors in the defendant's telephone call data, and to identify telephone calls made to wireless telephone numbers. Ms. Verkhovskaya's expert testimony at a jury trial was pivotal, leading the jury to award damages for each violation she identified. The class was awarded more than \$267 million in damages, at the time one of the largest TCPA damages awards ever.

2.3 CLASS ACTION ADMINISTRATION

2.3.1 Class Action Notice

CEG is a nationally recognized expert in the design, preparation, and dissemination of legal notice. Ensuring that class members are aware of, understand, and can act on their legal rights is the essence of Federal Rules of Civil Procedure Rule 23. By using industry-approved processes and accredited consumer data, CEG develops notice programs that fully comply with the requirements of Rule 23 and its state equivalents. Our notice programs have never faced a successful objection.

CEG's case-specific notice programs utilize available class data, demographic, geographic, behavioral, and interest-based criteria to effectively connect with specific audiences via direct mail, email, third-party notice, publication, and digital media. Advancements in technology and communication outlets offer an expanding range of methods to efficiently and effectively notify class members.

Courts have also acknowledged the effectiveness of CEG's notice programs. CEG was appointed as the Settlement Administrator in the matter of *Leslie Ann Wilkie Peltier, et al. v. Deb Haaland, et al.*, No. 20-cv-03775 (D. D.C.), a class action lawsuit to redress alleged breaches of trust by the United States Department of the Interior, the United States Department of the Treasury, and the United States of America with respect to the accounting and management of two Judgment Awards of the Indian Claims Commission (ICC). The \$59



million settlement provided relief to several generations of tribal families. As part of this litigation, CEG's team worked over the course of several years to develop a novel class notice plan and claims adjudication process that would effectively and efficiently distribute settlement funds to surviving tribal members and their heirs, many of whom are ageing.

At the preliminary approval hearing, presiding Federal Judge Thomas F. Hogan overseeing the settlement noted that CEG was "instrumental in helping to shape the deal..."

At the final settlement approval fairness hearing class counsel noted that CEG "made extensive efforts to identify and reach" the class and that CEG's class notification efforts "have met or gone beyond the Rule 23 and due process...requirements...The notice program here has been thorough..." In his order granting final class action settlement agreement approval, Federal Judge Thomas F. Hogan noted that CEG's class notification process provided "the best notice practicable under the circumstances...and it was reasonably calculated to reach the class members."

2.4 CLAIMS ADMINISTRATION

Claims administration is a critical component of successful class action settlements, fulfilling several essential functions that promote accuracy, transparency, and fairness. It involves managing the often-complex task of processing thousands—or even millions—of claims in a structured and precise manner. This significantly reduces the risk of errors or fraud and helps preserve the integrity of the process from start to finish.

In addition to managing data and claims, a key role of claims administration is to support class members throughout the process. This includes providing clear instructions on how to submit claims, answering questions, and ensuring that all participants understand their rights and the steps necessary to seek compensation. Another vital function is the timely distribution of settlement funds, which prevents unnecessary delays in providing relief to eligible class members. The administration process also addresses any appeals submitted by class members who may dispute their claim determination or compensation amount, helping to ensure fairness and consistency across the board.

CEG brings decades of experience managing the sensitive and complex data required in settlement administration. We have supported clients across a wide range of industries, including financial services, healthcare, manufacturing, and professional services. Our established systems, infrastructure, and refined operational processes enable us to deliver efficient, accurate, and transparent administration tailored to the needs of each unique case.



2.4.1 Claims Management

At CEG, we pride ourselves on maintaining the highest standards of quality and security to ensure meticulous attention to detail. Our claims management system is designed to ensure the secure, transparent, and efficient administration of class action lawsuits. We incorporate several essential components to comply with legal requirements while maintaining ethical and data protection standards.

CEG ensures strict adherence to the provisions outlined in the court-approved settlement agreement. This includes ensuring the eligibility criteria for claimants is met and executing the distribution plan. CEG's system includes comprehensive anti-fraud measures. We maintain detailed audit trails, creating clear records of all transactions and decisions throughout the claims process.

CEG emphasizes reporting and transparency as critical components of our claims management system. We provide regular, detailed reports to the court and attorneys, outlining the status of claims, including the number of claims received, approved, or denied, as well as the amounts distributed. In today's privacy-conscious environment, CEG's system complies with relevant data protection and privacy laws.

At CEG, our commitment to precision, integrity, and transparency drives every aspect of claims administration. By combining secure technology with hands-on expertise, we ensure that each claim is handled accurately, ethically, and in full compliance with legal and privacy standards—providing peace of mind to courts, counsel, and class members alike.

2.4.2 Claims Processing

At CEG, class action claims processing and auditing is a meticulous and structured process designed to ensure fairness and accuracy in the distribution of settlement funds, safeguarding the interests of both claimants and defendants. Our process begins with the collection of claims, where all submitted forms, documents, and supporting evidence from class members are gathered. This is followed by a precise data entry process to ensure that all information is accurately recorded in our claims management system.

Once data is entered, CEG undertakes a thorough verification of claims, ensuring each claim meets the eligibility criteria outlined in the settlement agreement. This involves reviewing supporting documentation, such as financial records or medical reports, and validating data by cross-referencing internal and external databases to confirm the accuracy of claims.

CEG's system allows class members to file claims online, offering a convenient and efficient way to participate in the settlement process. Online claim filing simplifies the submission process, enabling class members to easily provide the necessary information.



This digital option reduces administrative costs, speeds up the processing of claims, and increases participation rates by eliminating barriers such as mailing delays or lost paperwork. Additionally, CEG's online filing system offers features like automatic confirmation of submission, providing class members with greater transparency and assurance throughout the claims process.

The next phase, claims analysis and evaluation, involves calculating compensation amounts in accordance with the settlement terms. During this process, we also identify and remove duplicate claims to prevent double payments. Our dedicated disbursements team brings extensive expertise in fraud detection and prevention, performing daily monitoring and account reconciliation to protect financial transactions, and are trained to respond to red flag alerts. With stringent quality controls in place, we ensure precise and secure payment processing throughout the disbursement phase.

Throughout the auditing process, CEG maintains detailed audit trails to ensure transparency and accountability. We generate compliance reports summarizing the findings, including statistics on approved, denied, and disputed claims, providing a comprehensive overview of the claims auditing process.

At CEG, every step of the claims process is guided by our dedication to fairness, accuracy, and accountability. From intake to final disbursement, we combine robust systems with expert oversight to ensure settlement funds are distributed efficiently, securely, and in full compliance with court-approved terms—delivering reliable results to all parties involved.

2.4.3 Data Security

CEG has implemented strict internal protocols to prevent fraudulent activity and protect the sensitive information of our clients and class members. To ensure data integrity, all modifications must be made through CEG's proprietary applications, eliminating direct access to production databases. Every change to our systems is meticulously tracked through a version control system, with all program modifications subject to auditing. Access to case data is restricted to authorized personnel assigned to the matter, reinforcing security and compliance.

Additionally, if data modifications are necessary, the original records are preserved alongside the edited versions, with the system logging the identity of the individual making the change. These measures provide a robust framework for maintaining accuracy, security, and accountability in all aspects of our operations.



2.5 TELEPHONE AND EMAIL SUPPORT

Integral to a comprehensive notice plan is providing 24/7 communication accessibility means of communication by telephone and email. CEG's case communication specialists are trained and equipped to handle a wide range of class member inquiries, significantly reducing the need for escalations to Counsel by providing thorough and accurate responses. With a scalable team and the latest technology, CEG's call center is equipped to adapt to a variety of case sizes.

CEG's communication center services include, but are not limited to, the following:

- Dedicated toll-free number for each case
- Case-specific, client-approved call script
- Interactive Voice Response (IVR) system
- Answering frequently asked questions
- 24 hours a day, 7 days a week access
- Inbound and outbound call tracking
- Multi-lingual translation and transcription
- Detailed reporting
- Voicemail transcription
- Forwarding communications to class counsel, if needed
- Live operators per case requirements

Call center agents and call scripts are regularly monitored throughout the administration, and adjustments are made, as needed, based on the nature of inquiries and needs of class members.

2.6 SETTLEMENT FUND DISTRIBUTION

Once the settlement allocation determinations have been calculated, audited, and finalized, the fund distribution commences. There are various forms of payment options available in a class action, including but not limited to:

- Check payment
- Rebate, refund, or credit
- Retirement or pension plan
- Product repair or replacement
- Coupon or voucher
- Goods or services
- Gift card
- Injunctive relief

Forms of payments, such as Zelle, PayPal, Venmo, Amazon Pay, Google Pay, Apple Pay, e-checks, ACH, and others are becoming increasingly popular as efficient alternatives to traditional check distributions. These digital payment methods offer faster and more convenient ways for class members to receive their settlement funds, often providing near-instant access to their compensation. By leveraging these platforms, CEG reduces administrative costs and eliminates issues like lost or uncashed checks. These payment options provide tracking and receipt confirmation, giving all parties clear records.



2.7 QUALIFIED SETTLEMENT FUND MANAGEMENT AND REPORTING

At CEG, we specialize in the comprehensive management of Qualified Settlement Funds (QSFs), a vital component of settlement administration.

With decades of experience, we manage every phase of QSF administration — including fund creation, record-keeping, oversight, and tax reporting—ensuring settlement funds are handled efficiently and in full compliance with all legal and regulatory requirements.

The process begins with obtaining court approval, where we assist in preparing and submitting the necessary documentation to establish the QSF. Once the court order is secured, CEG facilitates the complete setup of the fund, including obtaining an Employer Identification Number (EIN) from the IRS for tax compliance purposes. We also establish a segregated, federally insured bank account to hold the settlement proceeds, ensuring the security, transparency, and traceability of all financial transactions.

As part of our QSF management services, CEG provides escrow agency support to safeguard and manage the settlement funds throughout the lifecycle of the administration. We deliver detailed reporting and reconciliation services to ensure full transparency and accountability.

Our team generates comprehensive financial reports that monitor all key fund activities — deposits, distributions, investments, earnings, and administrative expenses — giving stakeholders a clear and real-time view of the fund's status and performance.

In collaboration with tax professionals, CEG ensures that required tax returns are prepared and filed, addressing any federal, state, or local withholding obligations. We maintain rigorous compliance with all applicable laws, including complex banking and securities regulations, ensuring the QSF operates within the full scope of legal mandates.

Our process includes the use of MICR encoding and bank-approved checks, positive pay verification, bank reconciliation, maintenance of investment records, and internal accounting logs. By maintaining precise, up-to-date records, CEG ensures that the QSF adheres to court orders and regulatory requirements, while also providing the necessary documentation for tax filings, audits, and other legal obligations.

If there are unclaimed or undistributed funds at the conclusion of the administration, CEG assists in implementing the options defined by the settlement agreement and the parties involved. This may include reversion, where the remaining funds are returned to the defendant, or a *cy pres* distribution to a designated charitable organization, as specified in the agreement. In instances where escheatment is necessary, we ensure that unclaimed funds are transferred to the state in accordance with unclaimed property laws.

CONTACT US

Class Experts Group, LLC
11520 N Port Washington Rd, #215
Milwaukee, WI 53092

(262) 302-4443
info@classexpertsgroup.com
classexpertsgroup.com

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CLASS EXPERTS GROUP LLC

Expert Services Data Analysis Notice & Administration

ANYA VERKHOVSKAYA

President and Chief Executive Officer
Class Experts Group, LLC

Expert Witness
Claims Administrator
Resumé



CLASS EXPERTS GROUP^{LLC}
Expert Services | Data Analysis | Notice & Administration

11520 North Port Washington Road, Suite 215
Milwaukee, WI 53092

classexpertsgroup.com
anyav@classexpertsgroup.com
[linkedin.com/in/anyaverkhovskaya](https://www.linkedin.com/in/anyaverkhovskaya)
(262) 302-4443

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BIOGRAPHY

Ms. Anya Verkhovskaya is a nationally recognized expert witness and claims administrator who has provided expert analysis, testimony, and litigation support services in federal and state class actions relating to privacy statutes, such as the Telephone Consumer Protection Act (TCPA) and the Video Privacy Protection Act (VPPA), consumer protection, human and civil rights, the Employee Retirement Income Security Act (ERISA), securities fraud, antitrust, pharmaceuticals, insurance, and other consumer protection cases, as well as in fairness actions before the U.S. Securities and Exchange Commission. As the President and Chief Executive Officer of Class Experts Group, LLC (CEG), Ms. Verkhovskaya leads a team with extensive experience in the management and analysis of large data sets and consumer records for class action litigations and has experience of overseeing notice and claims administration for more than 1,700 class actions.

Ms. Verkhovskaya has been an industry leader in analyzing class-wide consumer data, including the following types of records: telephone call, text, and facsimile logs; pixel tracking data, Personally Identifiable Information (PII), audio recordings; banking; bankruptcy; consent; billing; Customer Relationship Management (CRM); government; medical; mortgage; transactional; vehicle deal jackets; vital statistics; and more.

Ms. Verkhovskaya regularly provides expert opinions and testimony in consumer protection cases on multiple aspects of litigation, including numerosity, ascertainability, class member identification and location, adequacy of notice, and settlement administration procedures.

Ms. Verkhovskaya has testified at more than 90 depositions, hearings, and at two jury trials. Her expert testimony and data analysis methods have been admitted into evidence over *Daubert* and similar challenges in multiple class action lawsuits. Courts have repeatedly recognized her testimony as “clear” and “cogent” and acknowledged her “extensive experience.”

Ms. Verkhovskaya has been an integral part of some of the largest settlement programs relating to documentation and restitution for Holocaust victims and their heirs. For more than seven years, she worked with director Steven Spielberg’s Survivors of the Shoah Visual History Foundation (now the USC Shoah Foundation Institute), handling eastern European and middle Asian operations. Ms. Verkhovskaya was a notice administrator for the In Re Holocaust Victim Assets Litigation, the German Forced Labour Compensation Programme, consulted on notice and outreach for the International Commission on Holocaust Era Insurance Claims (ICHEIC), and was the managing director of Holocaust Era Asset Restitution Taskforce (Project HEART).

REPRESENTATIVE CASES BY CATEGORY

Telephone Consumer Protection Act (TCPA) Expert Witness Cases

In *Krakauer v. Dish Network, LLC*, No. 1:14–CV–333 (M.D.N.C.), Ms. Verkhovskaya served as the plaintiffs’ telecommunications-data expert. Her work supplied the numerosity and predominance evidence that Judge Catherine Eagles relied on to certify the class, frame the verdict form, and enter a \$61 million trebled judgment after a 2017 jury trial. Dish’s *Daubert* motion to strike Ms. Verkhovskaya was denied pre-trial, and the court later cited her trial testimony in rejecting post-verdict challenges, crediting her methodology in full.

In ***McMillion v. Rash Curtis & Associates*, No. 4:16-cv-03396 (N.D. Cal.)**, Ms. Verkhovskaya served as plaintiffs' class-member identification expert. Mining the defendant's debtor database and employing reverse-append plus LexisNexis analytics, she isolated 40,420 wireless numbers belonging to non-debtors that Rash Curtis autodialed without consent. Her tabulation supplied numerosity and predominance evidence. Judge Yvonne Gonzalez Rogers relied on certifying the class and withstood the defendant's Daubert/Rule 702 motion, which the court denied as going to weight rather than admissibility. At trial, the jury adopted the call counts derived from her data, finding 534,698 unlawful calls. The court entered a \$267.3 million judgment, then one of the largest TCPA damages awards ever

In ***Chinitz v. Intero Real Estate Services*, No. 5:18-cv-05623 (N.D. Cal.)**, Ms. Verkhovskaya served as the plaintiff's sole telecommunications-data expert in a nationwide TCPA class action. She gathered and normalized hundreds of thousands of dialer call-detail records, matched them against the National Do-Not-Call Registry, and identified nearly 69,000 unique residential numbers that received unlawful telemarketing calls. Her analysis supplied numerosity and predominance evidence Judge Beth Labson Freeman relied on to certify the class and withstood a comprehensive Daubert/Rule 702 challenge. The court overruled all objections and admitted her opinions in full.

Abante Rooter & Plumbing, Inc. v. Alarm.com, Inc., No. 15-cv-06314 (N.D. Cal.)

Abdullah v. FedEx Corp. Services, Inc., No. 16-cv-03967 (N.D. Ill.)

Ahmad v. Fathom Realty FL LLC, No. 24-cv-61491 (S.D. Fla.)

Baldwin v. Miracle-Ear, Inc., No. 20-cv-01502 (D. Minn.)

Balschmiter v. TD Auto Fin. LLC, No. 13-cv-01186 (E.D. Wis.)

Barron's Outfitters Inc. v. Deluxe Corp., No. 14-cv-01903 (D.S.C.)

Benzion v. Vivint, Inc., No. 12-cv-61826 (S.D. Fla.)

Berman v. Freedom Fin. Network, LLC, No. 18-cv-01060 (N.D. Cal.)

Bilek v. National Congress of Employers, Inc., No. 18-cv-08083 (N.D. Ill.)

Birchmeier v. Caribbean Cruise Line, Inc., No. 12-cv-04069 (N.D. Ill.)

Biringer v. First Fam. Ins., Inc., No. 14-cv-00566 (N.D. Fla.)

Brinker v. Normandin's, No. 14-cv-03007 (N.D. Cal.)

Brown v. DIRECTV, LLC, No. 13-cv-01170 (C.D. Cal.)

Buchanan v. Sirius XM Radio, Inc., No. 17-cv-00728 (N.D. Tex.)

Caldera v. Am. Med. Collection Agency, No. 16-cv-00381 (C.D. Cal.)

Carrese v. Yes Online, Inc., No. 16-cv-05301 (C.D. Cal.)

Carroll v. SGS N. Am., Inc., No. 16-cv-00537 (M.D. La.)

Charvat v FTR Energy Services, LLC, No. 14-cv-00073 (D. Conn.)

Charvat v ICOT Hearing Sys., LLC, No. 17-cv-00245 (S.D. Ga.)

Charvat v. Nat'l Holdings Corp., No. 14-cv-02205 (S.D. Ohio)

Charvat v. Plymouth Rock Energy, LLC, No. 15-cv-04106 (E.D.N.Y.)

Charvat v. Santanna Natural Gas Corp., No. 18-cv-02310 (N.D. Ill.)
Charvat v. The Southard Corp., No. 18-cv-00190 (E.D.N.Y.)
Chinitz v. NRT West, Inc. d/b/a Coldwell Banker Res. Co., No. 18-cv-06100 (N.D. Cal.)
Clark v. Spark Energy, No. 24-cv-00568 (N.D. Cal.)
Clough v. Revenue Frontier, LLC, No. 17-cv-00411 (D. N.H.)
In re Collecto, Inc., Tel. Consumer Prot. Act (TCPA) Litig., No. 14-md-02513 (D. Mass.)
Cordoba v. DIRECTV, LLC, No. 15-cv-03755 (N.D. Ga.)
Cortez v. Nat'l Credit Adjusters, LLC, No. 17-cv-02152 (S.D. Cal.)
Davis v. Capital One, No. 22-cv-00903 (E.D. Va.)
Davis v. Collecto, No. 22-mc-0035 (D. Colo.)
Davis v. Post University, Inc., No. 18-cv-81004 (S.D. Fla.)
Dembski v. Dallas Morning News, Inc., No. 18-cv-02042 (N.D. Tex.)
Desai v. ADT Security Services, Inc., No. 11-cv-1925 (N.D. Ill.)
Diaz-Lebel v. TD Bank USA, No. 17-cv-01611 (D.N.J.)
Dipuglia v. US Coachways, Inc., No. 17-cv-23006 (S.D. Fla.)
Donaca v. Dish Network, LLC, No. 11-cv-02910 (D. Colo.)
Drayton v. Toyota Motor Credit Corp., No. 16-cv-00046 (M.D. Fla.)
Elias v. Synchrony Bank, No. 14-cv-08093 (C.D. Cal.)
Elliot v. Humana, Inc., No. 22-cv-329 (D. Ky.)
Fennell v. Navient Solutions, LLC, No. 17-cv-2083 (M.D. Fla.)
Fitzgerald v. Universal Pictures, No. 16-cv-01193 (M.D. Fla.)
Fitzhenry v. The ADT Corp. f/k/a ADT Security Services, Inc., No. 14-cv-80180 (S.D. Fla.)
Flowers v. Twilio, Inc., No. RG16804363 (Cal. Super. Ct.)
Fray-Witzer v. Metro. Antiques, LLC, No. 02-5827 (Mass. Super. Ct.)
Garcia v. Target Corp., No. 16-cv-20727 (S.D. Fla.)
Goins v. Palmer Recovery Attys., PLLC, No. 17-cv-00654 (M.D. Fla.)
Grogan v. Aaron's Inc., No. 18-cv-02821 (N.D. Ga.)
Gruber v. Yelp, No. 16-cv-554784 (Cal. Super. Ct.)
Harrison v. Great Healthworks, Inc., No. 17-cv-00705 (S.D. Cal.)
Heidarpour v. Central Payment Co., LLC, No. 15-cv-00139 (M.D. Ga.)
Hennie v. ICOT Hearing Sys., LLC, No. 18-cv-02045 (N.D. Ga.)
Hetherington v. Omaha Steaks, Inc., No. 13-cv-02152 (D. Or.)
Hewlett v. Mnet Financial, Inc., No. 19-cv-00864 (E.D. Cal.)
Hirsch v. USHealth Advisors, LLC, No. 18-cv-0245 (N.D. Tex.)
Hobbs v. Randall-Reilly, LLC, No. 19-cv-00009 (M.D. Ga.)

Hogaboom v. NCO Fin. Sys., Inc., No. 15-cv-06146 (E.D. Pa.)
Hopkins v. Modernize, Inc., No. 17-cv-40087 (D. Mass.)
Horton v. Cavalry Portfolio Services, LLC, No. 13-cv-00307 (S.D. Cal.)
Hossfeld v. AllState Ins. Co., No. 20-cv-7091 (N.D. Ill.)
Hossfeld v. Compass Bank, No. 16-cv-02017 (N.D. Ala.)
Hurley v. Messer, No. 16-cv-09949 (S.D. W.Va.)
Ikuseghan v. MultiCare Health Sys., No. 14-cv-05539 (W.D. Wash.)
Iverson v. Advanced Disposal Services., No. 18-cv-00867 (M.D. Fla.)
Jackson v. Athena Bitcoin Inc., No. 24-cv-331 (N.D. Fla.)
Jenkins v. National Grid USA, No. 15-cv-01219 (E.D.N.Y.)
Johansen v. Liberty Mutual Group, Inc., No. 15-cv-12920 (D. Mass.)
Johansen v. One Planet Ops, Inc., No. 16-cv-00121 (S.D. Ohio)
Johansen v. Santanna Natural Gas Corp., No. 17-cv-3604 (N.D. Ill.)
Johnson v. Comodo Group, No. 16-cv-04469 (D.N.J.)
Johnson v. Navient Solutions, Inc., No. 15-cv-00716 (S.D. Ind.)
Johnson v. NPAS Solutions, LLC, No. 17-cv-80393 (S.D. Fla.)
Kattato v. Cross Country Healthcare, Inc., No. 23-cv-485 (W.D. Va.)
Kleja v. Transworld Sys., Inc., No. 14-cv-00946 (N.D. Cal.)
Knapper v. Cox Commc'n. Inc., No. 17-cv-00913 (D. Ariz.)
Kubacki v. Peapod, LLC, No. 13-cv-00729 (N.D. Ill.)
LaVigne v. First Cmty. Bancshares, Inc., No. 15-cv-00934 (D. N.M.)
Leeb v. Charter Commc'n., Inc., No. 14-cv-02780 (E.D. Mo.)
Lennartson v. Papa Murphy's Int'l, LLC, No. 15-cv-05307 (W.D. Wash.)
Lenorowitz v. Mosquito Squad Franchising, LLC, No. 19-cv-4460 (S.D.N.Y.)
Lizama v. Medical Data Systems, Inc., No. 16-cv-02773 (E.D. Cal.)
Lofton v. Verizon Wireless LLC, No. 13-cv-05665 (N.D. Cal.)
Lushe v. Verengo Inc., No. 13-cv-07632 (C.D. Cal.)
Luster v. Green Tree Servicing, LLC, No. 14-cv-01763 (N.D. Ga.)
Manopla v. Home Depot USA, Inc., No. 15-cv-01120 (D.N.J.)
Mantha v. QuoteWizard, No. 19-cv-12235 (D. Mass.)
Martin v. aaiPharma, Inc., No. 04-cv-27 (E.D.N.C.)
*Martin v. Global Tel*Link Corp.*, No. 15-cv-03464 (C.D. Cal.)
Mauthe v. Versa Cardio, LLC, No. 15-cv-00657 (M.D. Pa.)
Mendoza v. Storm Tight Windows of Tex., Inc., No. 19-cv-00225 (S.D. Tex.)
Meredith v. United Collection Bureau, Inc., No. 16-cv-01102 (N.D. Ohio)

Mey v. All Access Telecom, Inc., No. 19-cv-00237 (N.D.W.V.)
Mey v. Direct Energy Services., No. 18-cv-182 (N.D. Ohio)
Mey v. DirecTV, LLC, No. 17-cv-00179 (N.D. W.Va.)
Mey v. Frontier Commc'n Corp., No. 13-cv-01191 (D. Conn.)
Mey v. Honeywell Int'l, Inc., No. 12-cv-01721 (S.D. W.Va.)
Mey v. Matrix Warranty Solutions, Inc., No. 21-cv-62 (N.D. W.Va.)
Mitchell v. Toyota of Dallas, No. 23-cv-1278 (N.D. Tex.)
Mohamed v. Am. Motor Co., LLC, No. 15-cv-23352 (S.D. Fla.)
In re Monitronics Int'l, Inc. TCPA Litig., No. 13-md-02493 (N.D. W.Va.)
Morgan v. Florida Hosp., No. 18-cv-0142 (M.D. Fla.)
Morris v. Hornet Corp., No. 17-cv-00350 (E.D. Tex.)
Morris v. SolarCity Corp., No. 15-cv-05107 (N.D. Cal.)
Mulhern v. MacLeod, No. 808 N.E.2d 778 (Mass. 2004)
Naiman v. Total Merch. Services, Inc., No. 17-cv-03806 (N.D. Cal.)
New Concept Dental v. Dental Resource Sys., Inc., No. 17-cv-61411 (S.D. Fla.)
Ott v. Mortgage Inv. Corp. of Ohio, Inc., No. 14-cv-000645 (D. Or.)
Pieterse v Wells Fargo Bank, N.A., No. 17-cv-02306 (N.D. Cal.)
Reyes v. BCA Fin. Services, Inc., No. 16-cv-24077 (S.D. Fla.)
Rice-Redding v. Nationwide Mutual Ins. Co., No. 16-cv-03634 (N.D. Ga.)
Roberts v. Wyndham Int'l, Inc., No. 12-cv-05083 (N.D. Cal.)
Samson v. United Health Care Services, No. 19-cv-00175 (W.D. Wash.)
Sanchez v. International Star Registry, No. 24-cv-20083 (S.D. Fla.)
Sandoe v. Boston Scientific Corp., No. 18-cv-11826 (D. Mass.)
Sapan v. The Federal Savings Bank, No. 23-cv-75 (C.D. Cal.)
Sapan v. Diamond Resorts Holdings, LLC, No. 23-cv-147 (C.D. Cal.)
Sapan v. Yelp, Inc., No. 17-cv-03240 (N.D. Cal.)
Sapan v. The Federal Savings Bank, No. 23-cv-75 (C.D. Cal.)
Sapan v. Lendingtree, LLC, No. 23-71 (C.D. Cal.)
Sapan v. Quontic Bank, No. 22-cv-849 (C.D. Cal.)
Saunders v. Cabela's Wholesale, Inc., CGC-14-537095 (Cal. Super. Ct.)
Schaevits v. Braman Hyund-ai, Inc., No. 17-cv-23890 (S.D. Fla.)
Schaffer v. First Choice Payment Solutions, No. 18-cv-01981 (C.D. Cal.)
Sheean v. Convergent Outsourcing, Inc., No. 18-cv-11532 (E.D. Mich.)
Shuckett v. Dialamerica Marketing Inc., No. 17-cv-02073 (S.D. Cal.)
Sivsubramanian v. DNC Health Corp., No. 10-cv-03522 (C.D. Cal.)

Skulevold v. SD&A Teleservices, Inc., No. 20-cv-02771 (C.D. Cal.)
Slovin v. Sunrun, Inc., No. 15-cv-05340 (N.D. Cal.)
Southwell v. Mortgage Inv. Corp., No. 13-cv-01289 (W.D. Wash.)
Starling v. KeyCity Data, No. 21-cv-818 (N.D. Tex.)
Sundermann v. Rohlf, No. 19-cv-00140 (S.D. Iowa)
Tannlund v. Real Time Resolutions, Inc., No. 14-cv-05149 (N.D. Ill.)
Thomas v. Fin. Corp. of America, No. 19-cv-00152 (N.D. Tex.)
Thomas v Peterson's Harley Davidson of Miami, LLC, No. 18-cv-61723 (S.D. Fla.)
Tomeo v. Citigroup Inc., No. 13-cv-04046 (N.D. Ill.)
Tope v. Bankers Life & Cas. Co., No. 18-cv-01448 (N.D. Ill.)
Trenz v. Volkswagen Group of Am., No. 15-cv-08356 (C.D. Cal.)
Vizcarra v. Macys.com Inc., No. 14-cv-02041 (C.D. Cal.)
Walker v. CMRE Financial Services, Inc., No. 20-cv-02218-BEN-JLB (S.D. Cal.)
Warnick v. DISH Network, LLC, No. 12-cv-01952 (D. Colo.)
Watson v. Lexus of Manhattan, No. 20-cv-04572 (S.D. N.Y.)
West v. Cal. Services Bureau, Inc., No. 16-cv-0324 (N.D. Cal.)
Williams v. PillPack, LLC, No. 19-cv-05282 (W.D. Wash.)
Williams v. The Pisa Group, Inc., No. 18-cv-04752 (E.D. Pa.)
Wilson v. Badcock Home Furniture, No. 17-cv-02739 (M.D. Fla.)
Winters v. Capital One Bank (USA) N.A., No. 17-cv-01178 (C.D. Cal.)
Wright v. eXp Realty, LLC, No. 18-cv-01851 (M.D. Fla.)
Wuest v. MyPillow, Inc., No. 18-cv-03658 (N.D. Cal.)
Youngman v. A&B Insurance and Financial, Inc., No. 16-cv-01478 (M.D. Fla.)
Zeidel v. Mozeo, LLC, No. 13-cv-06989 (N.D. Ill.)

Telephone Consumer Protection Act (TCPA) Notice & Claims Administration Cases

In ***Buchanan v. Sirius XM Radio, Inc.*, No. 17-cv-728 (N.D. Tex.)**, Ms. Verkhovskaya directed the court-appointed settlement administration for \$25 million, covering millions of consumers who received unsolicited satellite-radio calls. She designed and executed a nationwide, multi-channel notice program that mailed 5.8 million personalized postcards and delivered more than 41 million email notices, at the time, one of the largest electronic outreach campaigns ever approved in a TCPA case. Her team validated and processed over 437,500 claim forms.

Benzion v. Vivint, Inc., No. 12-cv-61826 (S.D. Fla.)
Brey Corp v. Life Time Improv., Inc., No. 11-cv-00948 (D. Md.)
Brown v. Rita's Water Ice Franchise Co., LLC, No. 15-cv-3509 (E.D. Pa.)
Collins v. Am. Consumer Shows, Inc., No. 10-cv-11912 (D. Mass.)

Desai v. ADT Security Services, Inc., No. 11-cv-1925 (N.D. Ill.)
Duchene v. Westlake Services, LLC, No. 13-cv-01577 (W.D. Pa.)
Fray-Witzer v. Metropolitan Antiques, LLC, No. 02-5827 (Mass. Super. Ct.)
Fray-Witzer v. Olde Stone Land Survey Co., Inc., No. 08-cv-04175 (Mass. Super. Ct.)
Gilmore v. USCB Corp., No. 17-cv-00119 (M.D. Ga.)
Heidarpour v. Cent. Payment Co., LLC, No. 15-cv-00139 (M.D. Ga.)
Horton v. Cavalry Portfolio Services, LLC, No. 13-cv-00307 (S.D. Cal.)
Ikuseghan v. MultiCare Health Sys., No. 14-cv-05539 (W.D. Wash.)
Krakauer v. DISH Network, LLC, No. 14-cv-00333 (M.D. N.C.)
LaVigne v. First Cmty. Bancshares, Inc., No. 15-cv-00934 (D. N.M.)
Luster v. Green Tree Servicing, LLC, No. 14-cv-01763 (N.D. Ga.)
Mann & Co., PC v. C-Tech Ind., Inc., No. 08-cv-11312 (D. Mass.)
Martin v. Dun & Bradstreet, Inc., No. 12-cv-00215 (N.D. Ill.)
Mey v. Herbalife Int'l, Inc., No. 01-C-263 (W.Va. Cir. Ct.)
Mey v. Interstate Nat'l Dealer Services, Inc., No. 14-cv-01846 (N.D. Ga.)
Mey v. Principal Law Group, No. 23-cv-00046 (N.D. W.Va.)
Mey v. Venture Data, LLC, No. 14-cv-00123 (N.D. W.Va.)
Milford & Ford Assoc., Inc. v. Am. Consumer Shows, LLC, No. 10-cv-11912 (D. Mass.)
Milford & Ford Assoc., Inc. v. Cell-Tek, LLC, No. 09-cv-11261 (D. Mass.)
Mohamed v. Am. Motor Co., LLC, No. 15-cv-23352 (S.D. Fla.)
Munday v. Navy Fed. Credit Union, No. 15-cv-01629 (C.D. Cal.)
Nguyen v. Vantiv LLC, No. 15-cv-02436 (N.D. Cal.)
Ward v. Flagship Credit Acceptance LLC, No. 17-cv-02069 (E.D. Pa.)
Watson v. Lexus of Manhattan, No. 20-cv-04572 (S.D.N.Y.)
Williams v. The Pisa Group, Inc., No. 18-cv-04752 (E.D. Pa.)
Youngman v. A&B Insurance and Financial, Inc., No. 16-cv-01478 (M.D. Fla.)

Other Expert Witness Cases

In ***Jancik v. WebMD LLC*, No. 22-cv-644 (N.D. Ga.)**, a landmark Video Privacy Protection Act (VPPA) class action, Ms. Verkhovskaya served as the plaintiffs' sole data-identification expert. She built an automated protocol that (i) cross-referenced WebMD newsletter-subscriber e-mail addresses with Meta's "Event Data" tables and (ii) programmatically flagged URLs containing "/video/", thereby pinpointing video-viewing sessions attributable to specific users. Her analysis identified over subscribers whose viewing data was relayed to Meta, furnishing the numerosity and ascertainability evidence Judge Thomas W. Thrash relied on to certify the class. The Court rejected WebMD's Daubert challenge and expressly found that "Verkhovskaya has demonstrated that her methodology ... would be adequate and reliable."

Burns v. First American Bank, No. 1:04-cv-7682 (N.D. Ill)
Kellman v. Spokeo, Inc., No. 21-cv-8976 (N.D. Cal.)
Leoni v. Experian Information Solutions, Inc., No. 17-cv-1408 (D. Nev.)
Mantzouris v. Scarrit Motor Group, No. 8:03-cv-15 (M.D. Fla.)
Roy Veal v. Crown Auto Dealerships, Inc., No. 8:04-CV-0323 (M.D. Fla.)
Warren v. Orkin Exterminating Company, Inc., No. 00-cv-2786 (S.D. Tex.)

Employee Retirement Income Security Act (ERISA) Administration Cases

In re Affiliated Computer Services ERISA Litig., No. 06-cv-1592-M (N.D. Tex.)
In re AIG ERISA Litig., No. 04-cv-9387 (S.D.N.Y.)
In re Bear Stearns Cos., Inc. ERISA Litig., No. 08-MDL-1963 (S.D.N.Y.)
In re Beazer Homes USA, Inc. ERISA Litig., No. 07-cv-00952 (N.D. Ga.)
Brieger v. Tellabs, Inc., No. 06-cv-1882 (N.D. Ill.)
In re Calpine Corp. ERISA Litig., No. C 03-cv-1685 (N.D. Cal.)
In re Cardinal Health, Inc. ERISA Litig., No. C2-04-643 (S.D. Ohio)
In re Diebold ERISA Litig., No. 06-cv-0170 (N.D. Ohio)
In re Elec. Data Sys. Corp. ERISA Litig., No. 03-md-1512, 03cv-126 (E.D. Tex.)
In re Fannie Mae ERISA Litig., No. 04-cv-01784 (D.D.C.)
In re Hartford Fin. Services Grp., Inc. ERISA Litig., No. 08-cv- 01708 (D. Conn.)
In re Fremont Gen. Corp. Litig., No. 07-cv-02693 JHN (C.D. Cal.)
Griffin v. Flagstar Bancorp, Inc., No. 10-cv-10610 (E.D. Mich.)
Hargrave v. TXU Corp., No. 02-cv-2573-K (N.D. Tex.)
Harris v. First Reg'l Bancorp, No. 10-cv-7164 (C.D. Cal.)
Harris v. Koenig, No. 02-cv-00618 (D.D.C.)
Herrera v. Wyeth ERISA Litig., No. 08 Civ. 04688 (S.D.N.Y.)
In re ING Grp., N.V. ERISA Litig., No. 09-cv-00400-JEC (N.D. Ga.)
In re JDS Uniphase Corp. ERISA Litig., No. C 03-04743 CW (S.D.W.Va.)
In re Lear Corp. ERISA Litigation, No. 06-cv-11735 (E.D. Mich.)
Lilly v. Oneida Ltd. Employee Benefits Admin. Comm., No. 07-cv-340 (S.D.N.Y.)
In re Marsh ERISA Litig., No. 04-cv-8157 (S.D.N.Y.)
In re Merck & Co. Inc. Vytarin ERISA Litig., No. 08-cv-1974 (D.N.J.)
In re Nat'l Cty. Corp. Sec., Deriv. & ERISA Litig., No. 08-nc-70000 (N.D. Ohio)
In re PFF Bancorp, Inc. ERISA Litig., No. 08-cv-01093 (C.D. Cal.)
In re R.H. Donnelley Corp. ERISA Litig., No. 09-cv-07571 (N.D. Ill.)
In re RCN Corp. ERISA Litig., No. 04-cv-5068 (D.N.J.)

In re Schering-Plough Corp. Enhance ERISA Litig., No. 08-cv-1432 (D.N.J.)

In re Sears, Roebuck & Co. ERISA Litig., No. 02-C-8324 (N.D. Ill.)

Shane v. Edge, No. 10-cv-50089 (N.D. Ill.)

Steele v. GE Money Bank, No. 04-cv-476 (D. Md.)

Sweet v. Advance Stores Co., Inc., No. 21-cv-00549 (W.D. Va.)

Walter v. Level 3 Commc'n, Inc., No. 09-cv-0658-REB-CBS (D. Colo.)

Yost v. First Horizon, No. 08-02293 (W.D. Tenn.)

Young v. Heimbuch, No. CV10-8914 ODW (C.D. Cal.)

In re YRC Worldwide, Inc. ERISA Litig., No. 09-cv-02953 (D. Kan.)

Zilhaver v. UnitedHealth Group Inc., No. 06-cv-02237 (D. Minn.)

Consumer Protection Notice & Claims Administration Cases

Acevedo v. Lawyers Title Ins. Corp., No. 03-CH-07718 (Ill. Cir. Ct.)

Allen v. HealthPort Tech., LLC, No. 12-CA-013154 (Fla. Cir. Ct.)

Alper v. Warnock Ford, Inc., No. MRS-L-1644-10 (N.J. Super. Ct.)

Arias v. Award Homes, Inc., No. M54183 (Cal. Super. Ct.)

Arteaga v. MODA Furniture, Inc., No. L-000980-05 (N.J. Super. Ct.)

Black v. Metso Paper USA, Inc., No. 05-cv-1951 (M.D. Pa.)

Blanco v. KeyBank USA, N.A., No. 03-cv-524 (N.D. Ohio)

Bosland v. Warnock Dodge, Inc., No. MRS-L-844-06 (N.J. Super. Ct.)

Bragg v. Bill Heard Chevrolet, Inc. Plant City, No. 02-cv-609-T-30EAJ (M.D. Fla.)

Brown v. Hayt, Hayt & Landau, LLC, No. L-7042-07 (N.J. Super. Ct.)

Brumfield v. Countrywide Home Loans, Inc., No. 08-cv-93-HSO-JMR (S.D. Miss.)

Burns v. First American Bank, No. 04-cv-7682 (N.D. Ill.)

Canning v. Concord EFS, Inc., No. L-6609-02 (N.J. Super. Ct.)

Carlson v. State of Alaska, Commercial Fisheries Entry Comm'n, No. 3AN-845790 CI
(Alaska Super. Ct.)

Cerda v. Associates First Capital Corp., No. M-03-146 (S.D. Tex.)

Clearview Imaging, LLC v. Dairyland Ins., No. 04-11399 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Mercury Ins. Co. of Fla., No. 035170 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Nationwide Mutual Ins. Co., No. 0410396 (Fla. Cir. Ct.)

Clearview Imaging, LLC v. Progressive Consumers Ins. Co., No. 034174 (Fla. Cir. Ct.)

Clemons v. Thompson, No. MON-L-001980-07 (E.D.N.Y.)

Cohen v. JPMorgan Chase & Co., No. 04CV4098 (E.D.N.Y.)

Coleman v. Lincoln Wood Products, Inc., No. 99-cv-1362 (N.J. Super. Ct.)

Commonwealth of Massachusetts v. H&R Block, Inc., No. 08-2474-BLS1 (Mass. Super. Ct.)
Coppess v. Healthways, Inc., No. 10-cv-00109 (M.D. Tenn.)
Corsello v. Verizon New York, Inc., No. 39610/07 (N.Y. Super. Ct.)
Cotton v. Ferman Mngmt. Services Corp., No. 02-cv-08115 (Fla. Cir. Ct.)
Cottrell v. Gardner, No. 02-cv-121(I), Super. Fin. Corp. Deriv. Action (Ark.)
Croxall v. Tampa Hund L.P., No. 03-6201 (Fla. Cir. Ct.)
Cruz v. Condor Capital Corp., No. MID-L-2108-06 (N.J. Super. Ct.)
Curtis v. Northern Life Ins. Co., No. 01-2-18578-1 SEA, (Wash. Super. Ct.)
Di Popolo v. Ramsey Nissan, Inc., No. BER-L-10319-09, (N.J. Super. Ct.)
Dishkin v. Tire Kingdom, Inc., No. 08-2088 (Fla. Cir. Ct.)
Drury v. Countrywide Home Loans, Inc., No. 08-cv-152-ORL-28 DAB (M.D. Fla.)
Eisenberger v. Boston Service Co., Inc., No. MID-L-10366-09 (N.J. Super. Ct.)
Epstein v. Sears, Roebuck and Co., No. UNN-L-1732-09 (N.J. Super. Ct.)
Est. of Gary Robertson v. ADS Alliance Data Sys., Inc., No. 11-cv-1652 (M.D. Fla.)
Est. of Mitchell Hampton v. Beverly Enterprises, Inc., No. 2004-95-3 (Ala. Cir. Ct.)
Estep v. Smythe Volvo, Inc., No. UNN-L-004184-03 (N.J. Super. Ct.)
Evans v. Stewart Title Guaranty Co., No. 04-06630-05 (Fla. Cir. Ct.)
Family Open MRI, Inc. v. Direct Gen. Ins. Co., No. 03-4175 (Fla. Cir. Ct.)
Fernando v. Neopost USA, Inc., No. BC439856 (Cal. Super. Ct.)
Fernando v. Priority Mailing Sys., No. BC439857 (Cal. Super. Ct.)
Ferro v. Florida Windstorm Underwriting Assoc., No. 00014808 (Fla. Cir. Ct.)
Francis v. A&E Stores, Inc., No. 06-cv-1638 (S.D.N.Y.)
Franco v. Ace Parking Management Inc., No. BC 392809 (Cal. Super. Ct.)
Froumy v. Stark & Stark, No. 09-cv-04890 (D.N.J.)
FW Transportation, Inc. v. Associates Commercial Corp., No. C200000084 (Tex. Cir. Ct.)
Gilley v. Ernie Haire Ford, Inc., No. 02-8101 (Fla. Cir. Ct.)
Graham v. Town & Country Disposal of Western Missouri, Inc., No. 10-cv-00551 (W.D. Mo.)
Greenstein v. Nations Title Agency of Florida, Inc., No. 07-014085 (Fla. Cir. Ct.)
Gulf Coast Injury Center, LLC v. Nationwide Mutual Fire Ins. Co., No. 08-012621 (Fla. Cir. Ct.)
Gupta v. Campus UW JV II, LLC, No. 23-2-02531-8 (Wash. Super. Ct.)
Hamilton v. ATX Services Inc., No. 08-cv-0030 (W.D. Mo.)
Haynes v. Baptist Health, No. 240 S.W.3d 576 (Ark. 2006)
Hellmers v. Countrywide Home Loans, Inc., No. 07-7703 (E.D. La.)
Hill v. Am. Med. Sec. Life Ins. Co., C.A. No. 06-cv-00332 (W.D. Tex.)
Hill v. Countrywide Home Loans, Inc., No. A-0178441 (E.D. Tex.)

Hudson United Bank v. Chase, No. L-235-05 (N.J. Super. Ct.)
Hughley v. Md. Cas. Co., No. 06-21428-CIV-ALTONAGA (S.D. Fla.)
Hutson v. Baptist Health, No. CV 08-8221 (Ark. Cir. Ct.)
Hutt v. Martha Stewart Living Omnimedia, Inc., N.Y. Slip. Op. 651249/2012 (N.Y. Super. Ct.)
Kalow & Springut, LLP v. Commence Corp., No. 07-3443 (D.N.J.)
Kay v. Wells Fargo & Co., No. 07-cv-01351 (N.D. Ca.)
Lafayette Life Ins. Co. v. Cty. of Menasha, No. 09-cv-64TLS-APR (N.D. Ind.)
Mann v. Lawyers Title Ins. Corp. No. 03 CH 15223 (Ill. Cir. Ct.)
Mantzouris v. Scarritt Motor Grp., Inc., No. 03-cv-0015-T-30-MSS (M.D. Fla.)
Martin v. Foster Wheeler Energy Corp., No. 06-cv-00878 (C.D. Cal.)
Mayotte v. Assoc. Bank, N.A., No. 07-cv-00033 (N.D. Fla.)
Meadows v. Clearwater Bay Mktg, LLC, No. 49C01-0812-PL-054708 (Ind. Cir. Ct.)
Means v. River Valley Fin. Bank, No. 49D12-0704-PL016504 (Ind. Super. Ct.)
Miller v. Weltman, Weinberg & Reis Co., L.P.A., No. MID-L-006248-07 (N.J. Super. Ct.)
Monroy v. Citrus Cnty., No. 2004-CA-1840 (Fla. Cir. Ct.)
Moore v. The Hertz Corp., No. 03-11772 (Fla. Cir. Ct.)
Mortgage Settlement Consumer Restit. Prog. (Foreclosure Restit. Prog. and BOA Victims Prog.)
NSL Capital Mgmt. v. Gorman, No. C-48-08 (N.J. Super. Ct.)
Nthenge v. Pressler and Pressler, LLP, No. C-00-1211-PH (N.D. Cal.)
Obermeyer v. MarineMax East, Inc., No. 08-54007-CA-24 (Fla. Cir. Ct.)
Olivo v. Homecomings Fin., LLC, No. 06-4625 (N.Y. Super. Ct.)
Open MRI of Pinellas, Inc. v. Atlanta Cas. Ins. Co., No. 03-7721 (Fla. Cir. Ct.)
Ori v. Fifth Third Bank and Fiserv, Inc., No. 08-cv-00432-LA (E.D. Wis.)
Ownby v. Citrus Cnty., Florida, No. 04-CA-1840 (Fla. Cir. Ct.)
Parker v. Am. Med. Sec. Grp., Inc., No. 04-1-1980-42 (Ga. Super. Ct.)
Parthiban v. GMAC Mortgage Corp., No. SACV05-768-ODW (C.D. Cal.)
Perez v. Rent-A-Center, Inc., No. 01-cv-7593 (N.J. Super. Ct.)
Pettway v. Harmon Law Offices, P.C., No. 03-10932-RGS (D. Mass.)
Pickett v. Triad Fin. Corp., No. MID-L-007727-05 (N.J. Super. Ct.)
Pollitt v. DRS Towing, LLC, No. 10-cv-1285 (D.N.J.)
Premier Open MRI, LLC v. Progressive Am. Ins. Co., No. 04-00021 (Fla. Cir. Ct.)
Puritan Budget Plan, Inc. v. Amstar Ins. Co., No. 04-10428 (Fla. Cir. Ct.)
Ragsdale v. SanSai USA, Inc., No. 07-cv-1246 WQH (S.D. Cal.)
S. Parker Hardware Mfg. Corp. v. AT&T Corp., No. BER-L-162-06 (N.J. Super. Ct.)
Saint Pete MRI v. Auto Club South Ins. Co., No. 10-CA-013134 (Fla. Cir. Ct.)

Saint Pete MRI v. Hartford, No. 10-03925 (Fla. Cir. Ct.)
Sam v. White, No. 49D06-1006-PL-027492 (Ind. Super. Ct.)
Santos v. Silver, No. MID-L-08188-07 (N.J. Super. Ct.)
Scher v. Oxford Health Plans, Inc., Am. Arbitration Ass’n, No. 11 193 00548 05
Sheikh v. Maxon Hyundai, Inc., No. L-000476-09 (N.J. Super. Ct.)
Silke v. Irwin Mortgage Corp., No. 49D03-0304-PL-000697 (Ind. Super. Ct.)
Soden v. East Brunswick Buick, Nos. L-2510-03, L-5617- 03 (N.J. Super. Ct.)
Sokoloski v. Stewart Title Guar. Co., No. 08-cv-00236-AWT (D. Conn.)
UltraOpen MRI Corp. v. Hartford Cas. Ins. Co., No. 07- CA009132 (Fla. Cir. Ct.)
UltraOpen MRI Corp. v. Nationwide Assurance Co., No. 03-010725 (Fla. Cir. Ct.)
United Cons. Fin. Ser. v. Carbo, No. 982 A.2d 7 (N.J. Super. Ct. App. Div. 2009)
Valley Nat’l Bank v. Cahn, No. L-0504-04 (N.J. Super. Ct.)
Veal v. Crown Auto Dealerships, Inc., No. 04-cv-0323-T-27 (M.D. Fla.)
Walker v. Hill Wallack LLP, No. MID-L-003480-08 (N.J. Super. Ct.)
Ward v. Flagship Credit Acceptance, LLC, No. 17-cv-02069 (E.D. Pa.)
Wells v. DTD Enterprises, Inc., No. L-9012-07 (N.J. Super. Ct.)
Wenger v. Cardo Inc., No. MID-L-4924-07 (N.J. Super. Ct.)
Wenger v. Freehold Subaru, LLC, No. MON-L-4003-10 (N.J. Super. Ct.)
Williams v. CBE Grp., No. 11-cv-3680-PS (D.N.J.)
Yariv v. AT&T Corp., No. SOM-L-272-05 (N.J. Super. Ct.)
Yingling v. eBay, Inc., No. 09-cv-01733 JW (N.D. Cal.)

Civil Rights Notice & Claims Administration Cases

Leslie Ann Wilkie Peltier v. Debra Haaland, No. 1:20-cv-03775-TFH (D.D.C.). A class action lawsuit to redress alleged breaches of trust by the U.S. Department of the Interior, the U.S. Department of the Treasury, and the U.S. of America with respect to the accounting and management of two Judgment Awards of the Indian Claims Commission. The \$59 million settlement provided relief to several generations of tribal families. Ms. Verkhovskaya developed a novel class notification and claims adjudication process that quickly and efficiently distributed settlement funds to surviving tribal members and their heirs. At the preliminary approval hearing, the federal judge overseeing the settlement noted that CEG was “instrumental in helping to shape the deal...”

Class counsel noted that CEG “made extensive efforts to identify and reach” the class and that CEG’s class notification efforts “have met or gone beyond the Rule 23 and due process...requirements...” In the order granting final settlement agreement approval, the court noted that CEG’s class notification process provided “the best notice practicable under the circumstances...and it was reasonably calculated to reach the class members.” As an indication of the notice adequacy and its expansive reach, claimants were reached beyond the USA and claims were filed by class members from six additional countries: Australia, Austria, Canada, The Netherlands, Norway, and South Korea.

German Forced Labour Compensation Programme (GFLCP). Ms. Verkhovskaya was appointed by the government of Germany to lead notice and claims collection efforts in the GFLCP. Under Ms. Verkhovskaya's direction, the program located more than 43,000 Romani survivors in 17 countries in central and eastern Europe who were potentially eligible for humanitarian aid. Ms. Verkhovskaya oversaw creation of a comprehensive database for the GFLCP and the Holocaust Victim Assets Programme and coordinated direct assistance with claim completion for more than 11,000 Romanies in eight central and eastern European countries.

***In re Holocaust Victim Assets Litig.*, 105 F. Supp. 2d 139 (E.D.N.Y. 2000).** Ms. Verkhovskaya played a key role in a worldwide Phase I notice program that resulted in the processing of more than 500,000 initial questionnaires relating to a \$1.25 billion settlement. In Phase III of that matter, Ms. Verkhovskaya coordinated delivering notice to more than 10,000 Jewish communities in 109 countries. In both Phases I and III of that matter, Ms. Verkhovskaya administered international help and call centers that directly assisted more than 100,000 potential claimants, created a class-appropriate notice targeting members of the Romani community in 48 countries, directed hundreds of staff in communicating with Romani communities and individuals, and notified more than two million people of the settlement.

International Commission of Holocaust Era Insurance Claims (ICHEC). Ms. Verkhovskaya was appointed by Chairman Lawrence Eagleburger, former U.S. Secretary of State, to serve as consultant to ICHEC on notice and outreach strategies and supervised the notification of claimants and face-to-face assistance programs in eastern Europe and the former Soviet Union.

Project HEART: Holocaust Era Asset Restitution Taskforce. Ms. Verkhovskaya was appointed by the Israeli government as the administrative director of Project HEART to provide essential tools, strategy, and information to enable Israel and its partners to secure restitution for eligible Jewish Holocaust victims and their heirs. Project HEART was one of the most comprehensive multilingual notice campaigns ever undertaken, covering 137 countries. Ms. Verkhovskaya assisted in launching a multilingual, interactive website, establishing a 24-hour call center in 13 languages, distributing more than 500,000 documents to potentially eligible families of Holocaust victims, handling more than 80,000 telephone calls, conducting archival research, and creating the most comprehensive online database of looted Jewish property in history. Ms. Verkhovskaya oversaw and directed the establishment of the largest and most complex data repository in the world, of nearly two million records identifying Jewish property stolen or looted during the Holocaust. In addition, under Ms. Verkhovskaya supervision, Project HEART reached out to 15,000 non-governmental organizations (NGOs) to engage them in the project and provide personal assistance to thousands of Holocaust victims and their heirs in making their claims.

In re Assicurazioni Generali S.p.A. Holocaust Ins. Litig., No. 228 F.Supp.2d 348 (S.D.N.Y.)

Austrian Banks Holocaust Litig., Nos. 01-3017, 01-3019, 01-3024, 01-3025 (S.D.N.Y.)

Flood v. Dominguez, No. 08-cv-153 (N.D. Ind.)

U.S. Securities and Exchange Commission Fairness Actions Notice & Claims Administration Cases

In re Morgan Asset Mgmt., Inc., SEC Admin. Proceeding File No. 3-13847

SEC v. Anderson, No. 05-1128 (D. Minn.)

SEC v. The BISYS Grp., Inc., No. 07-cv-04010-KMK (S.D.N.Y.)

SEC v. Gen-See Capital Corp., No. 09-cv-00014S (W.D.N.Y.)
SEC v. RenaissanceRe Holdings Ltd., No. 07-cv-00865 RWS (S.D.N.Y.)
SEC v. Rockford Funding Grp., No. 09-cv-10047-PGG (S.D.N.Y.)
SEC v. Take-Two Interactive Software, Inc., No. 09-cv-03113 (S.D.N.Y.)
SEC v. Tecumseh Holdings Corp., No. 765 F. Supp. 2d 340 (S.D.N.Y.)
SEC v. Value Line, Inc., SEC Admin. Proceeding File No. 3-13675
SEC v. WexTrust Capital, LLC, No. 08-cv-7104 (S.D.N.Y.)
SEC v. Zomax, Inc., No. 04-1155 (D. Minn.)

Antitrust Notice & Claims Administration Cases

Ace Marine Rigging & Supply, Inc. v. Virginia Harbor Svcs, Inc., No. 11-cv-00436 (C.D. Cal.)
Bd. of Commr. 's of Port of New Orleans v. Virginia Harbor Svcs. Inc., No. 11-cv-00437 (C.D. Cal.)
In re DDAVP Indirect Purchaser Antitrust Litig., No. 05-2237 (S.D.N.Y.)
In re Iowa Ready-Mixed Concrete Antitrust Litig., No. 10-004038-MWB (N.D. Iowa)
In re Marine Hose Antitrust Litig., No. 08-1888 (S.D. Fla.)
In re Platinum and Palladium Commodities Litig., No. Civ 3617-WHP (S.D.N.Y.)
In re Potash Antitrust Litig. (II), No. 08-6910 (N.D. Ill.)
In re Ready-Mixed Concrete Antitrust Litig., No. 05-cv-00979-SEB-VSS (S.D. Ind.)

Securities Fraud Notice & Claims Administration Cases

In re ACS S'holders Litig., No. 06-cv-1592-M (N.D. Tex.)
In re Adolor Corp. S'holders Litig., No. 6997-VCN (Del. Ch.)
In re AirGate PCS, Inc. Sec. Litig., No. 02-cv-1291-JOF (N.D. Ga.)
In re Am. Italian Pasta Co. Sec. Litig., No. 05-cv-0725-W-ODS (W.D. Mo.)
In re Andrx Corp., Inc., Taztia XT Sec. Litig., No. 02-cv-60410 (S.D. Fla.)
In re Atlas Energy, Inc. S'holders Litig., No. 5990-VCL (Del. Ch.)
Bauman v. Super. Fin. Corp., No. 01-cv-00756 GH (E.D. Ark.)
In re Beckman Coulter, Inc. Sec. Litig., No. 10-cv-1327-JST (C.D. Cal.)
In re BigBand Networks, Inc. Sec. Litig., No. 07-cv-5101 (N.D. Cal.)
In re BISYS Sec. Litig., No. 04-cv-3840 (JSR) (S.D.N.Y.)
In re BP Prudhoe Bay Royalty Trust Sec. Litig., No. C06-1505 (W.D. Wash.)
Capovilla v. Lone Star Tech., Inc., No. 07-02979 (Tex. Dist. Ct.)
In re Cbeyond, Inc. Sec. Litig., No. 08-cv-1666 (CC) (N.D. Ga.)
Cement Masons & Plasterers Joint Pension Trust v. TNS, Inc., No. 06-cv-363 (E.D. Va.)
In re CNX Gas Corp. S'holders Litig., No. 5377-VCL (Del. Ch.)

In re Connetics Sec. Litig., No. C 07-02940 SI (N.D. Cal.)
In re CP Ships Ltd. Sec. Litig., No. 05-md-1656-T-27TBM (M.D. Fla.)
Dandong v. Pinnacle Performance Ltd., No. 10-cv-8086 (S.D.N.Y.)
DeCario v. Lerner N. Y., Inc., No. BC 317954 (Cal. Super. Ct.)
In re Del Monte Foods Co. S'holder Litig., No. 6027- VCL (Del. Ch.)
In re Delphi Fin. Grp. S'holders Litig., No. 7144-VCG (Del. Ch.)
In re Dura Pharm., Inc. Sec. Litig., No. 99-cv-0151-JLS (WMC) (S.D. Cal.)
In re Emergent Grp., Inc. S'holder Litig., No. BC455715 (Cal. Super. Ct.)
Friedman v. Rayovac Corp., No. 02-cv-0308-C (W.D. Wis.)
Friewalde v. Boeing Aero. Operations, Inc., No. 06-Vcv-236 (W.D. Tex.)
In re Gen. Electric Co. Sec. Litig., No. 09-cv-1951 (DLC) (S.D.N.Y.)
In re Gilead Sci. Sec. Litig., No. C-03-4999-SI (N.D. Cal.)
In re Goodrich S'holders Litig., No. 11-13699 (N.Y. Super. Ct.)
Groen v. PolyMedica Corp., No. 07-3352 (Mass. Super. Ct.)
Hall v. The Children's Place Retail Stores, Inc., No. 07-cv-08252-SAS (S.D.N.Y.)
In re Hearst-Argyle S'holder Litig., No. 09-cv-600926 (N.Y. Super. Ct.)
Hess v. Oriole Homes Corp., No. 07-7703 (Fla. Cir. Ct.)
Holley v. Kitty Hawk, Inc., No. 00-cv-0828-P (N.D. Tex.)
In re IBM Corp. Sec. Litig., No. 05-cv-6279 (S.D.N.Y.)
In re ICG Commc'n, Inc. Sec. Litig., No. 00-cv-1864-REBBNB (D. Colo.)
In re InfoSonics Sec. Litig., No. 06-cv-1231-JLS (S.D. Cal.)
In re J. Crew Grp., Inc. S'holders Litig., No. 6043-CS (Del. Ch.)
Kellman v. Forever 21 Retail, Inc., No. 12-32841 CA 05 (Fla. Cir. Ct.)
In re King Pharm., Inc. Sec. Litig., No. 03-cv-77 (E.D. Tenn.)
Kubota v. Walker, No. 06-02446 (Tex. Dist. Ct.)
In re LDK Solar Sec. Litig., No. C 07-05182 WHA (N.D. Cal.)
In re Lehman Bros. Equity/Debt Sec. Litig., No. 09-md-2017 (S.D.N.Y.)
Lehmann v. Ivivi Tech., Inc., No. C-343-09 (N.J. Super. Ct.)
In re Lernout & Hauspie Sec. Litig., Nos. 00-cv-11589, 02-cv-10303 (D. Mass.)
In re Limelight Networks, Inc. Sec. Litig., No. CV07-01603 (D. Ariz.)
Long v. Eschelon Telecom, Inc., No. 27-cv-07-6687 (Minn. Dist. Ct.)
La. Mun. Police Employees Ret. Sys. v. Deloitte & Touche LLP, No. 04-621 (E.D.N.Y.)
In re Martek Biosciences Corp. Sec. Litig., No. MJG 05-1224 (D. Md.)
In re Massey Energy Co. Sec. Litig., No. 10-cv-00689-ICB (N.D. Cal.)
In re MBNA Corp. Sec. Litig., No. 05-cv-00272-GMS (D. Del.)

In re Metavante Tech., Inc. S'holder Litig., No. 09-CV5325 (Wis. Cir. Ct.)
In re Micromuse, Inc. Sec. Litig., No. C-04-0136 BZ (N.D. Cal.)
In re MK Res. Co. S'holders Litig., Nos. 1692-VCS, 1598VCS (Del. Ch.)
Montalvo v. Tripos, Inc., No. 03-cv-995SNL (E.D. Mo.)
In re Motive, Inc. Sec. Litig., Nos. A-05-cv-923-LY, A06-CA-017-LY (W.D. Tex.)
Mozenter v. Nalco Holding Co., No. 11-MR-001043 (Ill. Cir. Ct.)
Niederklein v. PCS Edventures!.com, Inc., No. 10-cv-479 (D. Idaho)
In re Novamed, Inc. S'holders Litig., No. 6151-VCP (Del. Ch.)
In re NX Networks Sec. Litig., Nos. 00-cv-11850-JLT, 01- CV10377-JLT (D. Mass.)
In re OSI Pharm., Inc. Sec. Litig., No. 04-cv-05505- JSWDW (E.D.N.Y.)
In re Pacific Gateway Exch., Inc. Sec. Litig., No. 00-cv-1211 (N.D. Cal.)
In re Par Pharm. Cos., Inc. S'holders Litig., No. 7715(VCP) (Del. Ch.)
In re Par Pharm. Sec. Litig., No. 06-cv-03226 (D.N.J.)
Paskowitz v. Ernst & Young, LLP, No. A-08-CA-188-LY (W.D. Tex.)
Pension Tr. Fund for Operating Eng'rs v. Assisted Living, 943 F. Supp. 2d 913 (E.D. Wis.)
Police & Fire Ret. Sys. of the Cty. of Detroit v. SafeNet, Inc., No. 06-cv-05797 (S.D.N.Y.)
Provo v. China Organic Ag., Inc., No. 08-cv-1081 (S.D.N.Y.)
Quaak v. Dexia, S.A., No. 03-cv-11566 (D. Mass.)
Raspante v. Harris Interactive, No. 9148-VCP (Del. Ch.)
Raul v. Western Liberty Bancorp, No. A-12-668865-B (Nev. Dist. Ct.)
In re Reliant Sec. Litig., No. H-02-1810 (S.D. Tex.)
In re RenaissanceRe Holdings Ltd. Sec. Litig., No. 05-cv-06764-WHP (S.D.N.Y.)
Rubin v. MF Global, Ltd., No. 08-cv-2233 (S.D.N.Y.)
In re Scottish Re Grp. Sec. Litig., No. 06-cv-5853 (S.D.N.Y.)
Serino v. Kenneth Lipper, et. al., No. 04/602106 (N.Y. Super. Ct.)
In re Sexy Hair Concepts, LLC, No. 10-bk-25919-GM (Bankr. C.D. Cal.)
In re SFBC Intern'l Sec. & Deriv. Litig., No. 06-cv-000165-SRC (D.N.J.)
In re SLM Corp. Sec. Litig., No. 08-cv-1029 (S.D.N.Y.)
Special Situations Fund III, L.P. v. Quovadx, Inc., No. 04-cv-01006 (D. Colo.)
In re Stone & Webster, Inc. Securities Litigation, No. 06-mc-4 (N.D. Tex.)
In re Supervalu, Inc. Sec. Litig., No. 02-cv-1738 (D. Minn.)
In re Suprema Specialties, Inc. Sec. Litig., No. 02-168 (D.N.J.)
In re Symbol Tech., Inc. Sec. Litig., No. 02-cv-1383 (E.D.N.Y.)
In re Take-Two Interactive Sec. Litig., 551 F. Supp. 2d 247 (S.D.N.Y.)
Taylor v. McKelvey (Monster Worldwide, Inc.), No. 06-cv-8322 (S.D.N.Y.)

In re TD Banknorth S'holders Litig., No. 2557-VCL (Del. Ch.)
In re Ticketmaster Ent. S'holder Litig., No. BC407677 (Cal. Super. Ct.)
In re Tyson Foods, Inc. Sec. Litig., No. 01-425-SLR (D. Del.)
Valuepoint Partners, Inc. v. ICN Pharm., Inc., No. 03-cv-989 DOC (C.D. Cal.)
In re Vaso Active Pharm. Deriv. Litig., Nos. 04-10792, 04-10708 (D. Mass.)
In re Viisage Tech., Inc. Sec. Litig., No. 05-cv-10438-MLW (D. Mass.)
In re VisionAmerica, Inc. Sec. Litig., No. 00-0279 (M.D. Tenn.)
In re Vonage IPO Sec. Litig., No. 07-cv-177 (D.N.J.)
Wyatt v. El Paso Corp., No. 02-cv-02717 (S.D. Tex.)
In re Warner Chilcott Ltd. Sec. Litig., No. 06-cv-11515 (S.D.N.Y.)
Zametkin v. Fid. Mgmt. & Research Co., No. 08-cv-10960 (D. Mass.)
In re Zomax, Inc. Sec. Litig., No. 05-cv-01128 (D. Minn.)

Other Notice & Claims Administration Cases

Akins v. Worley Catastrophe Response, LLC, No. 921 F. Supp. 2d 593 (E.D. La. 2013)
Alakayak v. All Alaskan Seafoods, Inc., No. 3AN-95-4676 CIV (Alaska Super. Ct.)
Altier v. Worley Catastrophe Response, LLC, No. 11-cv-242 (E.D. La.)
Baptista v. Mut. of Omaha Ins. Co., No. 10-467 ML (D.R.I.)
Brattain v. Richmond State Hosp., No. 49D11-0108-CP-1309 (Ind. Super. Ct.)
Carlson v. C.H. Robinson Worldwide, Inc., No. 02-cv-3780 (D. Minn.)
Chao v. Slutsky, No. 01-cv-7593 (E.D.N.Y.)
Clayton v. Velociti, Inc., No. 08-cv-2298-CM/GLZ (D. Kan.)
In re Consumers Trust, No. 05-60155 (REG) (S.D.N.Y.)
In re Enter. Rent-A-Car Wage & Hour Emp't Practices Litig., No. 2056 (W.D. Pa.)
In re Flag Telecom Holdings, Ltd. Sec. Litig., No. 02-cv-3400 (S.D.N.Y.)
Johansen v. Liberty Mut. Grp. Inc., No. 15-cv-12920-ADB (D. Mass.)
Kreher v. City of Atlanta, Ga., No. 04-cv-2651 (N.D. Ga.)
Mayer v. Smurfit-Stone Container Corp Ret. Plans Admin. Comm., No. 09-cv-02984 (N.D. Ill.)
Mayes v. The Geo Grp., Inc., No. 08-cv-248/RS/EMT (N.D. Fla.)
Merrimon v. UNUM Life Ins. Co. of Am., No. 10-cv-00447-NT (D. Me.)
Morrison v. MoneyGram Int'l, Inc., No. 08-cv-01121 (D. Minn.)
N.Y. v. SKS Assoc., LLC, No. 400908/12 (N.Y. Super. Ct.)
Norflet v. John Hancock Life Ins. Co., No. 04-cv-1099 (D. Conn.)
In re Ortiz v. Aurora Health Care, Inc., No. 12-cv-00295-LA (E.D. Wis.)
Osborn v. EMC Corp., No. C 04-00336 JSW (N.D. Cal.)

Otte v. Life Ins. Co. of N. Am., No. 09-cv-11537 (D.N.H.)
Overby v. Tyco Int'l Ltd., No. 02-cv-1357-B (D.N.H.)
Paliotto v. Johnny Rockets Grp., Inc., No. 06-cv-02253-RCL (D.D.C.)
Patel v. Baluchi's Indian Rest., No. 08-cv-9985 (S.D.N.Y.)
Payson v. Cap. One Home Loans, LLC, No. 07-cv-2282 (D. Kan.)
Pereira v. Foot Locker, Inc., No. 07-cv-2157 (E.D. Pa.)
Ramirez v. GreenPoint Mortgage Funding, Inc., No. 08-cv-00369 (N.D. Cal.)
In re RBC Dain Rauscher Overtime Litig., No. 06-cv-03093 (D. Minn.)
Rolark v. Lawyers Title Insurance Co., No. 03-CH-13789 (Ill. Cir. Ct.)
Rupp v. Thompson, No. 11-ap-2211 (Bankr. D. Utah)
Schmitz v. Liberty Mut. Ins. Co., No. 08-cv-02945 (S.D. Tex.)
Smith v. Mill-Tel, Inc., No. 08-cv-2016 (D. Kan.)
Smolkin v. Leviton Manufacturing Co., Inc., No. 04-cv-3126 (D. Md.)
Southeast Texas Medical Associates, LLP v. VeriSign, Inc., No. 102-cv-035550 (Cal. Super. Ct.)
Stein v. Pactiv Corp., No. 10-CH-35455 (Ill. Cir. Ct.)
Warren v. Orkin Exterminating Company, Inc., No. 00-cv-2786 (S.D. Tex.)
Will v. American Equity Mortgage, Inc., No. 09-cv-010305 (Wi. Cir. Ct.)
Wisniak v. Mirant Americas Generation, LLC, No. 03-cv-71095 (Ga. Super. Ct.)
Zelnik v. Citation Homes, Inc., No. 00-cv-413861 (Cal. Super. Ct.)

WORK HISTORY

Class Experts Group, LLC

President and Chief Executive Officer 2017-present

Established as a boutique firm with a worldwide presence, Class Experts Group, LLC (CEG) offers a comprehensive range of services tailored to complex litigation support services, including data analysis, expert witness testimony, and class action notice and settlement administration.

Friends of Be an Angel, Inc.

Director of the Board 2022-present

Friends of Be an Angel is a 501(c)(3) charity dedicated to supporting Ukrainian refugees and internally displaced persons. They provide large-scale humanitarian aid, medical evacuations, mental health programs, and supplies. The organization also focuses on rehabilitation for wounded veterans and rare disease treatment for children. Additionally, they facilitate sister city programs to promote international cooperation and reconstruction efforts.

Be an Angel e.V.

Member of the Board 2022-present

Be an Angel e.V. is an international charity that began in Berlin, Germany during the 2015 migrant crisis, providing housing for homeless refugees. The organization now offers crisis relief, rescue

operations, advocacy, and support for refugees worldwide. Their services include humanitarian aid, medical evacuations for children with rare diseases, and sustainable integration programs. Be an Angel operates in various regions, including Europe, the Middle East, and North America, aiming to deliver comprehensive assistance and empowerment to refugees and asylum seekers.

Rule of law Empowerment Association (ROLE)

Member of the Board

2022-present

ROLE is a dynamic human rights NGO founded in Strasbourg, France by former judges of the European Court of Human Rights (ECtHR), legal experts, renowned European and U.S. lawyers, and passionate young legal professionals dedicated to advancing human rights and the rule of law across Europe and Central Asia.

DRRT

Managing Director

2016-2017

DRRT is an international law firm specializing in global securities litigation, institutional claims filing, and litigation support. They assist institutional investors with loss recovery through litigation, arbitration, and claims in global settlements. DRRT operates from offices in Miami, Frankfurt, Paris, and London, and emphasizes client-focused services in investor loss recovery and corporate governance. They handle securities litigation cases and settlements worldwide.

A.B. Data, Ltd.

Partner and Chief Operating Officer, Class Action Administration

1999-2016

Ms. Verkhovskaya founded and led A.B. Data, Ltd. to become a nationally recognized class action administration firm. A.B. Data provides class action administration services, including notice administration, claims processing, media services, contact centers, case websites, and settlement fund distribution.

Ms. Verkhovskaya was a leader in class action claims fraud detection. She formed the Fraud Prevention and Detection Task Force in collaboration with Duke Law School, the Federal Bureau of Investigations, the U.S. Secret Service, the IRS Criminal Investigative Division, the United States Postal Services, the Department of Justice, and other government organizations, developing class action industry guidelines on preventing fraud.

EDUCATION

Executive Master of Business Administration

Brown University & IE Business School

Course Certificate, Data Science, Machine Learning and AI for Business

Course Certificate, Leadership in Times of Volatility and Uncertainty

Brown University & IE Business School

Bachelor of Science

Molloy University

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

Jamie Todd, et al.,

Plaintiffs,

v.

Ashley Furniture Industries, LLC, et al.,

Defendants.

Case No. 3:24-cv-615-wmc

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 600 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendants Ashley Furniture Industries, LLC, Ashley Global Retail, LLC, and Resident Home LLC, 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").¹

7. On March 6, 2026, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 51 officials (the Attorneys General of 46 states, the District of Columbia, Guam, Puerto Rico, the Northern Marina Islands, and the U.S. Virgin Islands). As per the direction of the Office of the Alaska, Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Alaska, Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States and the American Samoa Attorney General. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

- a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
Plaintiffs’ First Amended Complaint and Plaintiffs’ Original Class Action Complaint.
- b. **Per 28 U.S.C. § 1715(b)(3) – Notifications to Class Members:** The proposed notice plan filed with the Court.
- c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:**
Plaintiffs’ motion for preliminary approval and the proposed settlement.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 6, 2026.



KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List

USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwab	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	James Uthmeier	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Catherine Hanaway	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Jeff Jackson	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Jennifer Davenport	25 Market Street	PO Box 080	Trenton	NJ	08625
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Office of the Attorney General	Dave Sunday	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Derek Brown	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jay Jones	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Nick Brown	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	John B McCuskey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Keith Kautz	109 State Capital		Cheyenne	WY	82002
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Lourdes L. Gomez Torres	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Alaska	All documents sent to AK AG at their dedicated CAFA email inbox.	AK
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

CAFA Notice Service List**UPS**

Appropriate Official	FullName	Address1	Address2	City	State
US Department of Justice	Pamela Bondi	950 Pennsylvania Ave NW		Washington	DC
Department of Legal Affairs	Gwen Tauilili-Langkilde	American Samoa Gov't Exec	Ofc Bldg Utulei	Pago Pago	AS

Attachment 2

LAW OFFICES
WILLIAMS & CONNOLLY_{LLP}*

EDWARD C. BARNIDGE
(202) 434-5340
ebarnidge@wc.com

680 MAINE AVENUE SW
WASHINGTON, DC 20024
(202) 434-5000
WWW.WC.COM

EDWARD BENNETT WILLIAMS (1920-1988)
PAUL R. CONNOLLY (1922-1978)

March 6, 2026

VIA COURIER

The Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

VIA CERTIFIED MAIL OR EMAIL

State Attorneys General
(identified on the attached distribution list) via certified mail or email

**Re: *Todd v. Ashley Furniture Industries, LLC, et al.*, Case No. 3:24-cv-00615-wmc
(W.D. Wis.); Proposed Settlement of Class Action**

Dear Sir/Madam:

I write on behalf of Ashley Furniture Industries, LLC, Ashley Global Retail, LLC, and Resident Home LLC (collectively, “Defendants”) regarding the above-referenced action currently pending in the United States District Court for the Western District of Wisconsin (“the Action”). Pursuant to 28 U.S.C. § 1715, Defendants hereby provide notice that a motion for preliminary approval of a settlement between Defendants and a putative class of customers was filed on February 25, 2026.

The proposed class consists of:

All individual end consumers who purchased an Affected Mattress in the United States from October 1, 2017 to June 30, 2024, which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass as a fire-retardant material in the inner sock of the mattress.

Excluded from the Class are: (1) the Judges presiding over the Action, and members of their immediate families; and (2) Defendants, their subsidiaries, parent companies, successors, predecessors, any entity in which the Defendants or their parents have a controlling interest, and their current or former officers and directors.

Enclosed please find copies of:

WILLIAMS & CONNOLLY^{LLP}

March 6, 2026

Page 2

1. 28 U.S.C. § 1715(b)(1): Complaints. Plaintiffs' First Amended Complaint, filed September 10, 2025, is enclosed. (Attachment 1). As is Plaintiffs' Original Class Action Complaint. (Attachment 2).
2. 28 U.S.C. § 1715(b)(2): Notice of Scheduled Judicial Hearings. As of March 6, 2026, a hearing with respect to Plaintiffs' motion for preliminary approval of the settlement in *Todd v. Ashley Furniture Industries, LLC, et al.*, Case No. 3:24-cv-00615-wmc (W.D. Wis.), ECF 64, has not yet been scheduled.
3. 28 U.S.C. § 1715(b)(3): Proposed Notifications to Class Members. Counsel for the Plaintiffs has filed the enclosed proposed notice plan on the above-referenced docket at 3:24-cv-00615-wmc (W.D. Wis.), ECF 69, ¶¶ 24-43. (Attachment 3)
4. 28 U.S.C. § 1715(b)(4)–(5): Proposed Settlement. Plaintiffs' motion for preliminary approval and the proposed settlement is enclosed. (Attachment 4).
5. 28 U.S.C. § 1715(b)(5): Contemporaneous Agreements. None.
6. 28 U.S.C. § 1715(b)(6): Final Judgment or Dismissal. As of March 6, 2026, no final judgment or notice of dismissal has been entered with respect to Plaintiffs' claims against Defendants.
7. 28 U.S.C. § 1715(b)(7): Class Members and Proportionate Share. Counsel for the proposed class have not, to date, identified any data as to the number of class members residing in each state or the estimated proportionate share of the claims of such members to the settlement.
8. 28 U.S.C. § 1715(b)(8): Judicial Opinions. There is no written judicial opinion issued in this action relating to the materials described in 28 U.S.C. § 1715(b)(3)–(6).

Sincerely,

/s/ Edward C. Barnidge

Edward C. Barnidge
680 Maine Avenue, S.W.
Washington, D.C. 20024
Tel: (202) 434-5000
Fax: (202) 434-5029
ebarnidge@wc.com

Counsel for Defendants

Attachment 1

CAFA Notice Service List

USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwab	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	James Uthmeier	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
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UPS

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(202) 434-5340
ebarnidge@wc.com

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Sincerely,

/s/ Edward C. Barnidge

Edward C. Barnidge
680 Maine Avenue, S.W.
Washington, D.C. 20024
Tel: (202) 434-5000
Fax: (202) 434-5029
ebarnidge@wc.com

Counsel for Defendants

<i>r</i>	<i>E</i>	<i>r</i>	<i>T</i>	<i>H</i>	<i>r</i>	<i>r</i>	<i>Tr</i>	<i>r</i>	<i>r</i>
<i>Ahmad v. Fathom Realty FL LLC</i>				1	1				
<i>Bilek v. National Congress of Employers, Inc., et al.</i>						1		I	
<i>Brown v. DirecTV, LLC</i>	1		11						
<i>Bumpus v. Realogy Holdings Corp.</i>			1						
<i>Calhoun v. Invention Submission Corp.</i>				1	1				
<i>Clark v. Via Renewables, Inc. f/k/a Spark Energy</i>									
<i>Davis v. Capital One, N.A.</i>				E					
<i>Elliot v. Humana, Inc.,</i>									
<i>Jackson v. Athena Bitcoin, Inc.</i>				1					
<i>Jancik v WebMD LLC,</i>									
<i>Johnson v. Comodo Group, Inc.</i>			1						
<i>Kellman v. Spokeo, Inc.</i>			1						
<i>Mantha v. Quotewizard.com, LLC,</i>	1			1			M		
<i>Mey v. Matrix Warranty Solutions, Inc.</i>				1					
<i>Mitchell v. Toyota of Dallas</i>				1			T		
<i>Sapan v. The Federal Savings Bank</i>									
<i>Sapan v. Lending Tree, LLC</i>				1					
<i>Usanovic v. Exp Realty LLC,</i>									
<i>Vance v. DirecTV</i>	1		1						
<i>Watson v. Lexus of Manhattan</i>									