

E-FILED  
11/14/2023 10:13 AM  
Superior Court of California  
County of Fresno  
By: Estela Gonzalez, Deputy

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16 **IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
17 **IN AND FOR THE COUNTY OF FRESNO**

18 MANMOHAN DHILLON, dba RANCHOS  
19 VALERO, SATNAM PABLA, dba GMG  
20 FOOD STORE 101 and MADERA AVE.  
21 MARKET, SERGE HAITAYAN, dba 7-11  
22 NUMBER 17906b, DALJIT SINGH, dba  
23 LIQUOR MAX, and PAR VENTURES, LLC,  
24 dba, QUICK PICK, on Their Own Behalves  
25 and on Behalf of All Others Similarly Situated  
26 and on Behalf of the General Public,

27 Plaintiffs,

28 v.

ANHEUSER-BUSCH, LLC, DONAGHY  
SALES, LLC, a California Corporation;  
ANHEUSER-BUSCH DOES 1-5 and DOES  
6 through 50, inclusive,

Defendants.

CASE NO. 14CECG03039 JMS

**DECLARATION OF DENNIS STEWART  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

JUDGE: Honorable Jon M. Skiles

DATE: January 17, 2024  
TIME: 3:30PM  
DEPT: 403

1 I, DENNIS STEWART, declare as follows:

2 1. I am an attorney licensed to practice before all courts of the State of California. I  
3 am an attorney with Gustafson Gluek PLLC, one of the counsel of record for Plaintiffs and the  
4 attorney who has been principally involved for my firm in the litigation of this matter. I previously  
5 was the attorney principally involved for my former firm, Hulett Harper Stewart, which acted as  
6 counsel for Plaintiffs from the outset of this case. I make this Declaration in support of Plaintiffs’  
7 Motion for Preliminary Approval of Class Action Settlement. I have personal knowledge of the  
8 matters set forth in this Declaration.

9 **I. INTRODUCTION AND SUMMARY**

10 2. As detailed below, this case involved a claim that Plaintiffs Manmohan Dhillon,  
11 dba Ranchos Valero, Satnam Pabla, dba GMG Food Store 101 and Madera Market, Serge  
12 Haitayan, dba 7-11 Number 17906b, Daljit Singh, dba Liquor Max and Par Ventures, LLC, dba  
13 Quick Pick (“Plaintiffs”), and a proposed class of retailers in Fresno and Madera counties were  
14 overcharged for Anheuser-Busch, LLC (“A-B”) beer by Donaghy Sales, LLC (“Donaghy”), A-B’s  
15 exclusive Fresno and Madera counties distributor. A-B and Donaghy are collectively referred to  
16 as “Defendants”. Defendants denied and continue to deny any wrongdoing and liability in the case.

17 3. After nearly ten (10) years of litigation, with the assistance of the Honorable  
18 Stephen J. Kane (Ret.) as mediator, Plaintiffs have reached a proposed class action settlement with  
19 Defendants. A copy of the Settlement Agreement is attached to this Declaration as **Exhibit A** (“Ex.  
20 A”).

21 4. Consistent with the two-step procedure for considering approval of class action  
22 settlement proposals, counsel for Plaintiffs now move the Court for the following Orders:

- 23 a. Preliminarily approving the proposed Class Action Settlement;
- 24 b. Certifying the proposed Settlement Class and appointing representatives  
25 and counsel for the proposed Settlement Class;
- 26 c. Setting the procedures and a schedule for Class Members to request  
27 exclusion (“opt out”) of the Settlement Class or to object to the proposed  
28 Class Action Settlement and/or the applications for attorneys’ fees and

1 expenses and service awards to the Representative Plaintiffs, and the plan  
2 for the allocation of net settlement proceeds among the class members who  
3 do not opt out of the Settlement Class (the “Related Applications”);

4 d. Setting a briefing schedule for Plaintiffs’ Motion for Final Approval of the  
5 proposed Class Action Settlement and Related Applications;

6 e. Setting a hearing date (Final Approval Hearing) at which approval of the  
7 proposed Class Action Settlement and Related Applications will be  
8 considered by the Court;

9 f. Approving the form of notice and manner of dissemination of notice to the  
10 Settlement Class of the proposed Settlement and the Related Applications,  
11 the manner and schedule for requesting exclusion from the class or  
12 objecting to the proposed Settlement and/or Related Applications, and the  
13 Final Approval hearing; and

14 g. Appointing Gilardi & Co., LLC as administrator of the Notice Plan,  
15 Settlement website, and, if the Settlement is approved, administration of the  
16 claims procedures and distribution of net settlement proceeds to Class  
17 Members according to the plan of allocation.

18 5. As set out in further detail below, the settlement was reached in this case only after  
19 nearly 10 years of hard-fought litigation. This included substantial motion practice before this  
20 court, years of discovery which included document productions by Plaintiffs and Defendants,  
21 extensive written discovery including interrogatories and requests for admission, multiple  
22 depositions of the representative Plaintiffs, and depositions of Defendants and of several third  
23 parties. The litigation also included extensive informal discovery and the preparation and service  
24 of multiple expert liability and damages reports, multiple depositions of Plaintiffs’ experts, and  
25 depositions of defense experts.

26 6. In addition to this very substantial litigation at the trial court level, two decisions  
27 denying class certification, five years apart, were both successfully appealed by Plaintiffs. Both  
28 were litigated before the Court of Appeal for the Fifth Appellate District. The first of those appeals

1 was litigated twice before that Court; initially, and then again after remand from the California  
2 Supreme Court which did not hear the case but transferred it to the Court of Appeal with  
3 instructions to vacate its decision affirming the trial court’s first denial of class certification and  
4 reconsider the cause in light of the Supreme Court’s decision in *Noel v. Thrifty Payless, Inc.* (2019)  
5 7 Cal.5th 955. A second denial of class certification by the trial court was overturned by the Court  
6 of Appeal on December 21, 2022. At that point this case was remanded back to this Court.

7 7. The case was mediated twice. The first mediation took place in December 2016,  
8 which failed to result in an agreement. The Settlement now presented is the result of an extended  
9 negotiation process following an agreement in principle which was reached with the assistance  
10 Hon. Stephen J. Kane (Ret.) acting as mediator in May 2023.

11 8. As set forth in the Settlement Agreement (**Ex. A**) attached to this Declaration, the  
12 proposed settlement provides for a total sum of Two Million Five Hundred Thousand Dollars  
13 (\$2,500,000.00) gross settlement fund with no reversion. Under the proposed plan of allocation,  
14 after deducting any allowed costs and attorneys’ fees, costs of administration and any service  
15 awards approved by the Court, members of the proposed Settlement Class who do not opt out of  
16 the class are eligible to receive their pro-rata share of the remaining “net settlement fund”  
17 calculated on each class member’s class period A-B beer purchases from Donaghy, presumptively  
18 as reflected in Donaghy’s previously produced sales records.

19 9. For all of the reasons stated in the accompanying Plaintiffs’ Memorandum in  
20 Support of Motion for Preliminary Approval of Settlement and in this Declaration, counsel believe  
21 that the proposed settlement meets all relevant requirements for preliminary approval and for the  
22 noticing of the proposed settlement to the proposed settlement class<sup>1</sup> and the setting of procedures  
23

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24 <sup>1</sup> The proposed Settlement Class is defined as follows:  
25 All persons who owned retail business establishments in Fresno and Madera Counties classified  
26 in the Donaghy sales database within one of the following channel descriptions and channel id  
27 numbers (“Cid#”): a) Convenience/Cid# 190; b) Oil and Service/Cid# 195; c) Grocery/Cid# 265;  
28 d) Gas and Convenience/Cid# 294; e) Package Liquor/Cid# 200; f) Mom and Pop/Cid# 175; g)  
Deli/Cid# 180; h) Bodega/Cid# 185; and i) Package Liquor/Cid# 290, and which purchased from  
Donaghy beer manufactured and/or sold by Anheuser-Busch during the period from October 10,

1 and a schedule for considering, at a Final Approval hearing, whether to finally approve the  
2 proposed Settlement, and enter Judgment thereon and grant the Related Applications.

3  
4 **II. OVERVIEW OF PLAINTIFFS' ALLEGATIONS AND PROCEDURAL HISTORY**

5 **A. Complaint, Demurrer, and Summary of Allegations**

6 10. Plaintiffs filed their initial complaint on October 10, 2014. The operative  
7 Complaint, Plaintiffs' Second Amended Complaint, (hereinafter "Complaint") was filed on May  
8 18, 2015, after the denial of the Defendants' demurrers. In sum, the Complaint alleged that A-B  
9 and Donaghy, in violation of California beer pricing laws, discriminated in the wholesale prices  
10 Donaghy charged plaintiffs and a proposed class of Fresno and Madera County retailers. Plaintiffs  
11 alleged that the discrimination was accomplished through the selective distribution of ostensible  
12 consumer coupons to some but not all retailers which those retailers redeemed themselves for what  
13 Plaintiffs alleged was an effective discount from the wholesale price. Relying primarily on certain  
14 California beer pricing statutes which Plaintiffs alleged required equal wholesale pricing of beer  
15 to retailers, Plaintiffs sought restitution on their own behalf and on behalf of a proposed class of  
16 Fresno and Madera County retailers of claimed overcharges on the wholesale prices they paid to  
17 Donaghy based on the difference between the prices they paid, and the lowest alleged discounted  
18 price paid by retailers who received coupons.

19 11. Both Defendants answered the Complaint with general denials and asserted  
20 numerous affirmative defenses. Throughout the litigation, Defendants have vigorously defended  
21 the case and maintained that they are not liable to Plaintiffs or the Class under the legal theories  
22 asserted by Plaintiffs, that this is not a proper class action, and that neither Plaintiffs nor members  
23 of the proposed class have been damaged.

24  
25 \_\_\_\_\_  
26 2010 through December 31, 2014 excluding Vikram and Vinay Vohra and Hardeep Singh and all  
27 entities owned, controlled by or affiliated with any of them.

28 This class definition is the same as was litigated at the Superior Court, Court of Appeals, and  
Supreme Court level and found to be ascertainable by this Court. The channel identifiers referred  
to in the class definition are taken from Donaghy's sales database and are used to assure that the  
class definition comprised its intended members.

1           **B.     Discovery**

2           12.     The parties engaged in extensive written, deposition and expert discovery. Plaintiffs  
3 also engaged in substantial informal discovery.

4           13.     A-B and Donaghy propounded numerous interrogatories, document requests, and  
5 requests for admission. Plaintiffs responded, asserting objections to many of these discovery  
6 requests. Many meet and confers (written and oral) on the requests and initial responses ensued  
7 and Plaintiffs ultimately provided multiple responses to these written discovery requests.  
8 Responding to these discovery requests entailed numerous and lengthy consultations with  
9 Plaintiffs, investigation, review of responses and the collection and pre-production review of  
10 documents to be produced.

11          14.     Plaintiffs also propounded multiple written discovery requests consisting also of  
12 Interrogatories, Requests for Production of Documents, and Requests for Admission to both  
13 Defendants. Similarly, objections were interposed to a large number of these requests. Again, meet  
14 and confers (written and oral) on the requests and initial responses and amended and supplemental  
15 responses took place. Substantial numbers of documents and data were produced by A-B and  
16 Donaghy and these documents and data were reviewed, organized, and put into a litigation  
17 database for use in the litigation. In connection with the discovery in the case, the parties also  
18 negotiated and agreed to a Confidentiality Order.

19          15.     In addition to party written discovery, documents were sought and obtained by both  
20 sides from third parties. Among these third parties, notably, Plaintiffs propounded discovery on  
21 the third-party coupon redemption firm involved in the case, Inmar. Plaintiffs negotiated the  
22 requests with Inmar's counsel and reviewed and organized the significant data produced by it so  
23 that the data could be used by their experts. Documents were also subpoenaed and obtained from  
24 other third parties (including another beer distributor and certain retailers) by both Plaintiffs and  
25 Defendants.

26          16.     In addition, Plaintiffs engaged in substantial informal discovery. This informal  
27 discovery included interviews of numerous retailers and obtaining voluminous filed price data and  
28 licensing information from the Department of Alcohol and Beverage Control.

1           17.     There was a significant number of oral depositions in the case. Each Plaintiff was  
2     deposed multiple times by Defendants. Plaintiffs deposed representatives of Donaghy and A-B. In  
3     addition to these party depositions, several third-party depositions were taken, again of certain  
4     retailers and of a representative of another beer distributor.

5           **C.     Expert Discovery**

6           18.     The case involved extensive expert work and expert discovery. Plaintiffs engaged  
7     two experts: 1) Marianne L. DeMario on the issue of class wide impact of the alleged price  
8     discrimination and the calculation of restitution owing under Plaintiffs' theory of the case; and 2)  
9     J. Douglas Zona, Ph.D., an economist, on competition and liability issues. In all, Ms. DeMario  
10    prepared three (3) reports and Dr. Zona, three (3) reports. Both experts' work involved the review  
11    and analysis of documentary and quantitative evidence. Ms. Demario's work was particularly data  
12    intensive. Utilizing transaction pricing data and coupon redemption data produced by Donaghy  
13    and Inmar, and sales and coupon data produced by Donaghy, she prepared two alternative  
14    methodologies for calculating the amount of restitution alleged to be owing to Plaintiffs and the  
15    members of the class should Plaintiffs succeed in their allegations and legal theories. Dr. Zona,  
16    for his part, testified to the application of economic theory to the evidence and allegations of the  
17    case and performed a regression analysis related to the price effects of the alleged discrimination.  
18    These reports were part of the record considered on the motions for class certification and would  
19    have been the basis for the experts' trial testimony.

20          19.     Defendants, for their part, submitted multiple expert reports in response to  
21    Plaintiffs' expert reports, which responsive reports were analyzed by Plaintiffs' counsel and after  
22    depositions of the defense experts, responded to by Plaintiffs' experts. Ms. Demario's deposition  
23    was taken twice, and Dr. Zona's deposition was taken twice. Plaintiffs took the deposition of  
24    Defendant's experts Stuart Harden, CPA and Hal Singer, Ph.D.

25          **D.     Motions for Class Certification, Appeals, and Motion for Summary Judgment**

26          20.     As introduced above, there was very substantial litigation of class certification  
27    before this Court, the Court of Appeal, and the California Supreme Court.

1           21.     Plaintiffs initially moved for class certification on August 3, 2016. They supported  
2 that motion with Declarations, record evidence and both opening and responding briefs. Class  
3 certification was first denied by the Superior Court on December 15, 2016. After evaluating the  
4 grounds for the denial, Plaintiffs appealed to the Court of Appeals for the Fifth District which  
5 originally affirmed the Superior Court’s denial. Plaintiffs’ motion for reconsideration of that  
6 affirmance to the Fifth District was denied. Plaintiffs then sought review from the California  
7 Supreme Court which transferred the case back to the Court of Appeal with instructions to vacate  
8 its decision affirming the trial court’s first denial of class certification and reconsider the cause in  
9 light of the Supreme Court’s decision in an intervening Supreme Court class certification decision.  
10 On remand, and after further briefing, the Fifth District reversed the denial and remanded it back  
11 to the Superior Court for further proceedings.

12           22.     Plaintiffs moved for class certification again on September 25, 2020. Again,  
13 Plaintiffs supported the motion with Declarations, evidence, and opening and reply briefs. The  
14 Superior Court again denied the motion. After evaluating the grounds for the denial, Plaintiffs  
15 again appealed. After briefing and argument, the Fifth District reversed the denial and remanded  
16 the case back to this court.

17           23.     At the time of Plaintiffs’ initial motion for class certification, Defendants had also  
18 moved for summary judgment. Plaintiffs began work on the opposition to the motion while at the  
19 same time scheduling remaining depositions in the case. It was then that the parties stayed the case  
20 pending appeal of the first (and subsequently) the second denial of the motion for class  
21 certification.

22           **E.     Settlement Negotiations**

23           24.     As noted, the parties initially mediated the case in December 2016. In connection  
24 with that mediation Plaintiffs prepared and submitted a mediation statement to the mediator. After  
25 a full day of mediation, the parties did not reach a resolution. Shortly thereafter, on December 15,  
26 2016, the Superior Court denied Plaintiffs’ first motion for class certification.

27           25.     On December 21, 2022, after the latest remand of the case to the Superior Court  
28 from the second reversal of the denial of class certification, the parties again discussed exploring



1 settlement. After some initial discussions, the parties agreed to mediate before Judge Stephen J.  
2 Kane (Ret.). That mediation took place for a full day on May 24, 2023. As a result, an agreement  
3 in principle was reached. The parties in numerous subsequent communications thereafter  
4 negotiated and agreed to the final proposed Settlement Agreement (**Ex. A**) now before the Court.

### 5 **III. ROLE OF THE CLASS REPRESENTATIVES**

6 26. Throughout the litigation, each of the named representative Plaintiffs were involved  
7 in assisting counsel and were unfailingly cooperative. Each of them devoted substantial time prior  
8 to filing the case in assisting counsel in understanding the market and products at issue and the  
9 practices which were the basis of the controversy. After filing, counsel and Plaintiffs were in  
10 frequent communication concerning factual matters, responding to discovery, and keeping  
11 apprised of the status of the case. Each Plaintiff cooperated fully in responding to multiple requests  
12 for production of documents and answering multiple interrogatories and responding to requests for  
13 admission. Each Plaintiffs depositions was taken multiple times. Each Plaintiff consulted with  
14 counsel on the subject of potential settlement. Each Plaintiff remained involved in the case  
15 throughout its nearly 10-year duration and were committed to assisting counsel and testifying at  
16 any trial.

### 17 **IV. FACTORS SUPPORTING SETTLEMENT**

18 27. All Plaintiffs' counsel are highly experienced in class action and business practice  
19 litigation and trial. A copy of Plaintiffs counsels' respective curriculum vitae are attached to this  
20 Declaration as **Exhibits B-D**. Plaintiffs' counsel brought that experience to bear in evaluating the  
21 decision whether to propose this settlement for approval.

22 28. In making that evaluation, Plaintiffs' counsel had a full opportunity and informed  
23 basis to evaluate the risks of proceeding further in the case vs. the benefits of the proposed  
24 settlement. Among the many factors considered by counsel in recommending this proposed  
25 settlement were the factual and legal defenses asserted by Defendants to each of the claims asserted  
26 and the voluminous discovery and expert testimony record. The principal among them was that  
27 this court or a reviewing court, with virtually no precedent to guide it, might not agree with  
28 Plaintiffs' interpretation of the application of the beer pricing statutes in the context of the alleged

1 offending conduct. Also prominent was the continued risk of the class being and remaining  
2 certified and adding even more delay to the very substantial delay which has already been  
3 occasioned by the need to twice appeal denials of the motion. Additional risk attended each of the  
4 claims; both legal and factual; on both liability and damages, all of which needed to be taken into  
5 account in weighing the risks and benefits to the class of the potential settlement. These issues  
6 were explored and examined fully in the course of the extensive litigation of the case. Finally,  
7 Plaintiffs' counsel took into consideration the duration of the litigation so far and the prospect that  
8 continued litigation would take many more years. This significant length of time also counseled in  
9 favor of settlement.

10 29. Counsel is confident that their decision to seek approval of this settlement is fully  
11 informed and believe that the proposed settlement is in the best interests of the class.

#### 12 **V. Plan of Allocation**

13 30. The proposed Plan of Allocation would distribute the net settlement fund (the  
14 amount remaining from the \$2.5 million dollar settlement fund after any allowed attorneys' fees  
15 and costs, service awards and costs of administration and Notice), to approved claiming class  
16 members on a pro rata basis based on the class member's class period purchases of A-B beer. If  
17 the Settlement is approved, Gilardi and Co., LLC will administer the processing of claims and  
18 distribution of the settlement proceeds. The pro rata shares of eligible claiming class members will  
19 be calculated presumptively based on Donaghy's contemporaneous sales records.

20 31. Class members whose data is contained in Donaghy's sales records will be  
21 informed of their recorded amount of purchases and in the case of any dispute, will be able to  
22 contest those amounts by submitting proof of purchase. If there is no disagreement with the  
23 Donaghy sales records, the class member will need to complete a simple claim form on-line, or,  
24 for those class members who prefer, they can call and request a claim form be mailed to them, and  
25 then can be completed and mailed to the Settlement Administrator.

#### 26 **VI. Form of Notice and Plan for Dissemination of Notice**

27 32. Plaintiffs propose a three-part plan for disseminating Notice of the Proposed  
28 Settlement to settlement class members, which would be administered by an experienced class

1 action notice and administration firm, Gilardi and Co., LLC (“Gilardi & Co.”). The plan is  
2 described in more detail in the accompanying Declaration of Peter Crudo In Support of Plaintiffs’  
3 Motion for Preliminary Approval of Class Action Settlement (“Crudo Decl.”). In sum, it will  
4 consist of the direct mail notice of a short form post card notice (with follow-up mailing  
5 procedures) to class members identifiable from the Donaghy sales database previously produced  
6 in the case. Second, a settlement Notice and Administration website (identified in the short form  
7 notice) will be established and maintained by Gilardi & Co. which will contain a more detailed  
8 Long Form Notice (also referenced in the Short Form notice). In addition to the Long Form Notice,  
9 the website will contain the Settlement Agreement, the operative Complaint and pleadings relevant  
10 to the motions for Preliminary and Final Approval of the proposed Settlement. The Long Form  
11 Notice will also be obtainable by mailing or calling (to a toll-free number) the Claims administrator  
12 at contact information contained in the Short Form Notice. Finally, notice of the proposed  
13 settlement and of the settlement website will be published in the Fresno Bee. A copy of the  
14 proposed Short Form Notice is attached to the Crudo Decl. as Exhibit 2, and the Long Form Notice  
15 as Exhibit 3, the Publication Notice as Exhibit 4, and the Claim Form as Exhibit 5.

16 I declare under penalty of perjury that the foregoing is true and correct. Executed this  
17 14th day of November 2023, at San Diego, California.

18  
19 /s/ Dennis Stewart  
20 DENNIS STEWART

# **EXHIBIT A**

1 GUSTAFSON GLUEK PLLC  
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14 Attorneys for Plaintiffs  
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23 LIQUOR MAX, and PAR VENTURES, LLC,  
24 dba, QUICK PICK, on Their Own Behalves  
25 and on Behalf of All Others Similarly Situated  
26 and on Behalf of the General Public,

27 Plaintiffs,

28 v.

ANHEUSER-BUSCH, LLC, DONAGHY  
SALES, LLC, a California Corporation;  
ANHEUSER-BUSCH DOES 1-5 and DOES  
6 through 50, inclusive,

Defendants.

CASE NO. 14CECG03039 JMS

**CLASS ACTION SETTLEMENT  
AGREEMENT AND STIPULATION**

JUDGE: Honorable Jonathan M. Skiles  
DEPT: 403

1 THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered  
2 into as of the 27th day of September, 2023 (“Execution Date”), by and between the  
3 Representative Plaintiffs,<sup>1</sup> through Representative Plaintiffs’ Counsel (as hereinafter defined)  
4 for the proposed Settlement Class (as hereinafter defined), and Anheuser-Busch, LLC,  
5 Donaghy Sales, LLC,<sup>2</sup> and all of their predecessors, successors, assigns, Affiliates (as  
6 hereinafter defined), and any and all past, present, and future parents, owners, subsidiaries,  
7 divisions, and departments (collectively referred to as “Defendants”) in the above-captioned  
8 action (the “Action”). Representative Plaintiffs, on behalf of the Settlement Class, and  
9 Defendants are referred to herein collectively as the “Parties” or individually as a “Party.”

10 WHEREAS, Representative Plaintiffs on behalf of themselves and as representatives of a  
11 putative class of similarly situated persons or entities allege in the Action, among other things, that  
12 Defendants favored certain retailers in the pricing of Anheuser-Busch products and/or the  
13 dissemination of coupons related to those products as more particularly described in the Action;

14 WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have  
15 been asserted against Defendants in any way arising out of or relating in any way to the Action;

16 WHEREAS, counsel for the Parties have engaged in arm’s-length negotiations on the terms  
17 of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and  
18 conditions of the settlement;

19 WHEREAS, Representative Plaintiffs have concluded, after investigation of the facts and  
20 after considering the circumstances and the applicable law, that it is in the best interests of  
21 Representative Plaintiffs to enter into this Settlement Agreement with Defendants to avoid the  
22 uncertainties of further complex litigation, and to obtain the benefits described herein for the  
23 Settlement Class (as hereinafter defined), and, further, that this Settlement Agreement is fair,  
24 reasonable, adequate, and in the best interests of Representative Plaintiffs and the Settlement Class;

25 \_\_\_\_\_  
26 <sup>1</sup> As used herein, “Representative Plaintiffs” means Manmohan Dhillon, dba Ranchos Valero,  
27 Satnam Pabla, dba GMG Food Store 101 and Madera Ave. Market, Serge Haitayan, dba 7-11  
Number 17906b, Daljit Singh, dba Liquor Max, and Par Ventures, LLC, dba Quick Pick.

28 <sup>2</sup> Donaghy Sales, LLC is California limited liability company incorrectly named as Donaghy  
Sales, a California corporation.

1 WHEREAS, Representative Plaintiffs and Representative Plaintiffs' Counsel believe that  
2 the Settlement Fund (as hereinafter defined) reflects fair, reasonable and adequate compensation  
3 for the Settlement Class (as hereinafter defined) to release, settle and discharge their claims that  
4 they were overcharged by the alleged conduct of which Defendants are accused;

5 WHEREAS, Defendants, notwithstanding their belief that they did nothing wrong or  
6 illegal, that they have legitimate defenses to any claims that could be asserted by Representative  
7 Plaintiffs against them, and that they would prevail at trial, enter into this Settlement Agreement  
8 to avoid the costs, expenses, and uncertainties of this complex litigation, and thereby put a rest to  
9 this controversy;

10 WHEREAS, Representative Plaintiffs, notwithstanding their belief that they would  
11 ultimately prevail at trial and establish liability by Defendants for the claims they have alleged,  
12 enter into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex  
13 litigation; and

14 WHEREAS, both Parties wish to preserve all arguments, defenses and responses to all  
15 claims in the Action, including all arguments, defenses and responses to any proposed litigation  
16 class proposed by Representative Plaintiffs, in the event this settlement does not obtain Final  
17 Approval.

18 NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth  
19 below, and other good and valuable consideration, it is agreed by and among the Parties that the  
20 claims of the Representative Plaintiffs be settled, compromised, and dismissed on the merits with  
21 prejudice as to Defendants subject to Court approval and that Defendants be forever fully  
22 discharged and released from any and all claims covered by this Settlement Agreement:

23 1. General Definitions. The terms below and elsewhere in this Settlement Agreement  
24 with initial capital letters shall have the meanings ascribed to them for purposes of this Settlement  
25 Agreement.

- 26 a. "Defendant Released Parties" means Defendants (as defined above)  
27 together with any and all of Defendants' past, current, and future, direct and  
28 indirect corporate parents (including holding companies), subsidiaries,

1 related entities, Affiliates, associates, divisions, joint ventures,  
2 predecessors, successors and each of their respective past, present, and  
3 future, direct or indirect, officers, directors, employees, trustees, partners,  
4 managing directors, shareholders, managers, members, attorneys, equity  
5 holders, agents, beneficiaries, executors, insurers, advisors, assigns, heirs,  
6 legal or other representatives.

7 b. “Defendant Releasing Party” or “Defendant Releasing Parties” shall refer  
8 individually and collectively to Defendants, together with any and all of  
9 their respective past, current, and future, direct and indirect corporate  
10 parents (including holding companies), subsidiaries, related entities,  
11 Affiliates, associates, divisions, joint ventures, predecessors, successors and  
12 each of their respective past, present, and future, direct or indirect, officers,  
13 directors, employees, trustees, partners, managing directors, shareholders,  
14 managers, members, attorneys, equity holders, agents, beneficiaries,  
15 executors, insurers, advisors, assigns, heirs, legal or other representatives.

16 c. “Action” means the putative class action filed by Representative Plaintiffs  
17 in the above-captioned proceeding.

18 d. “Affiliate” means with respect to any person, entity or company, any  
19 person, entity, or company that, directly or indirectly, controls, is controlled  
20 by or is under common control with such person, entity or company.

21 e. “Complaint” means the Representative Plaintiffs’ Second Amended Class  
22 Action Complaint filed May 18, 2015, in this matter.

23 f. “Court” means the Superior Court of the State of California in and for the  
24 County of Fresno and the Honorable Jonathan M. Skiles or his successor,  
25 or any other court in which the Action is proceeding.

26 g. “Escrow Account” means the escrow account established with the escrow  
27 agent to receive and maintain funds contributed by Defendants for the  
28 benefit of the Settlement Class.



- 1 h. “Escrow Agreement” means that certain agreement between the escrow  
2 agent that holds the Settlement Fund and Representative Plaintiffs (by and  
3 through Representative Plaintiff Counsel) pursuant to which the Escrow  
4 Account is established and funded for the benefit of the Settlement Class,  
5 as set forth in Paragraphs 8 and 9 below.
- 6 i. “Fairness Hearing” means a hearing by the Court to determine whether the  
7 Settlement Agreement is fair, reasonable, and adequate, and whether it  
8 should be finally approved by the Court.
- 9 j. “Final Approval” means an order and judgment by the Court which finally  
10 approves this Settlement Agreement, including all of its material terms and  
11 conditions without modification, and the settlement and dismisses  
12 Defendants with prejudice from the Action.
- 13 k. “Final Judgment” means the first date upon which both of the following  
14 conditions shall have been satisfied: (a) Final Approval; and (b) either (1)  
15 no appeal or petition to seek permission to appeal the Court’s approval of  
16 the Final Judgment has been made within the time for filing or noticing any  
17 appeal; or (2) if any timely appeals from the Final Approval or notices of  
18 appeal from the Final Approval are filed, (i) the date of final dismissal of  
19 all such appeals or the final dismissal of any proceeding on certiorari or  
20 otherwise or (ii) the date the Final Judgment is finally affirmed on appeal  
21 and affirmance is no longer subject to further appeal or review.
- 22 l. “Representative Plaintiffs’ Counsel” means Gustafson Gluek PLLC,  
23 Coleman & Horowitz, LLP, Freedman Boyd Hollander & Goldberg PA,  
24 and Hulett Harper Stewart.
- 25 m. “Plaintiff Released Parties” means Representative Plaintiffs, the Settlement  
26 Class, and all members of the Settlement Class, together with any and all of  
27 their respective past, current, and future, direct and indirect corporate  
28 parents (including holding companies), subsidiaries, related entities,

1 Affiliates, associates, divisions, joint ventures, predecessors, successors and  
2 each of their respective past, present, and future, direct or indirect, officers,  
3 directors, employees, trustees, partners, managing directors, shareholders,  
4 managers, members, attorneys, equity holders, agents, beneficiaries,  
5 executors, insurers, advisors, assigns, heirs, legal or other representatives.

6 Plaintiff Released Parties does not include any Person who timely and  
7 validly seeks exclusion from the Class.

8 n. “Preliminary Approval” means an order by the Court to preliminarily  
9 approve this Settlement Agreement pursuant to Rule 3.769(c) of the  
10 California Rules of Court (2023).

11 o. “Plaintiff Released Claims” shall have the meaning set forth in Paragraph  
12 13 of this Agreement.

13 p. “Defendant Released Claims” shall have the meaning set forth in Paragraph  
14 13 of this Agreement.

15 q. “Plaintiff Releasing Party” or “Plaintiff Releasing Parties” shall refer  
16 individually and collectively, to Representative Plaintiffs, the Settlement  
17 Class, and all members of the Settlement Class, including the  
18 Representative Plaintiffs, together with any and all of their respective past,  
19 current, and future, direct and indirect corporate parents (including holding  
20 companies), subsidiaries, related entities, Affiliates, associates, divisions,  
21 joint ventures, predecessors, successors and each of their respective past,  
22 present, and future, direct or indirect, officers, directors, employees,  
23 trustees, partners, managing directors, shareholders, managers, members,  
24 attorneys, equity holders, agents, beneficiaries, executors, insurers,  
25 advisors, assigns, heirs, legal or other representatives.

26 r. “Settlement Administrator” means the firm retained to disseminate the  
27 Settlement Class Notice and to administer the payment of Settlement Funds  
28 to the Settlement Class, subject to approval of the Court.

- 1 s. "Settlement Class" means the class defined in Paragraph 5 below excluding  
2 all persons who file a valid request for exclusion from the Settlement Class.
- 3 t. "Settlement Class Notice" means any notice sent to the Settlement Class  
4 pursuant to Preliminary Approval or otherwise approved by the Court.
- 5 u. "Settlement Class Period" means October 10, 2010, through December 31,  
6 2014.
- 7 v. "Settlement Fund" means \$2,500,000.00 (two million, five hundred  
8 thousand U.S. dollars), the amount Defendants shall pay or cause to be paid  
9 into an interest-bearing Escrow Account maintained by an escrow agent on  
10 behalf of the Settlement Class, pursuant to Paragraphs 8 and 9 below, as  
11 well as any interest accruing within such interest-bearing Escrow Account.

12 2. The Parties' Efforts to Effectuate this Settlement Agreement. The Parties will  
13 cooperate in good faith and use their reasonable best efforts to seek the Court's Preliminary  
14 Approval and Final Approval of the Settlement Agreement.

15 3. Litigation Standstill. The Parties shall cease all litigation activities related to the  
16 pursuit of or defense against all claims or defenses in the Action.

17 4. Motion for Preliminary Approval. No later than thirty (30) days after the Execution  
18 Date, Representative Plaintiffs will move the Court for Preliminary Approval of this Settlement.  
19 A reasonable time in advance of submission to the Court, the papers in support of the motion for  
20 Preliminary Approval shall be provided by Representative Plaintiff Counsel to Defendants for their  
21 review. To the extent that Defendants object to any aspect of the motion, they shall communicate  
22 such objection to Representative Plaintiff Counsel and the Parties shall meet and confer to resolve  
23 any such objection. The Parties shall take all reasonable actions as may be necessary to obtain  
24 Preliminary Approval and certification of the Settlement Class for settlement purposes.

25 5. Certification of a Settlement Class. As part of the motion for Preliminary Approval  
26 of this Settlement, Representative Plaintiffs shall seek, and Defendants shall take no position with  
27 respect to, appointment of Representative Plaintiffs' Counsel as Settlement Class Counsel for  
28

1 purposes of this Settlement and certification in the Action of the following Settlement Class for  
2 settlement purposes only:

3 All persons who owned retail business establishments in Fresno and  
4 Madera Counties classified in the Donaghy sales database within  
5 one of the following channel descriptions and channel id numbers  
6 (“Cid#”): a) Convenience/Cid# 190; b) Oil and Service/Cid# 195; c)  
7 Grocery/Cid# 265; d) Gas and Convenience/Cid# 294; e) Package  
8 Liquor/Cid# 200; f) Mom and Pop/Cid# 175; g) Deli/Cid# 180; h)  
9 Bodega/Cid# 185; and i) Package Liquor/Cid# 290, and which  
10 purchased from Donaghy beer manufactured and/or sold by  
11 Anheuser-Busch during the period from October 10, 2010 through  
12 December 31, 2014 excluding Vikram and Vinay Vohra and  
13 Hardeep Singh and all entities owned, controlled by or affiliated  
14 with any of them.

15 6. Settlement Class Notices. After Preliminary Approval, and subject to approval by  
16 the Court of the means for dissemination:

- 17 a. Individual notice of this settlement shall be mailed, emailed, or otherwise  
18 disseminated by the Settlement Administrator, at the direction of  
19 Representative Plaintiffs’ Counsel, to potential members of the Settlement  
20 Class, in conformance with a notice plan to be approved by the Court.
- 21 b. Neither the Settlement Class, Representative Plaintiffs’ Counsel, nor  
22 Defendants shall have any responsibility, financial obligation, or liability  
23 for any fees, costs, or expenses related to providing notice to the Settlement  
24 Class or obtaining approval of the settlement or administering the  
25 settlement. Such fees, costs, or expenses shall be reimbursed solely from  
26 the Settlement Fund, subject to any necessary Court approval.
- 27 c. Representative Plaintiffs’ Counsel shall use best efforts to send out notice  
28 to the Settlement Class within 21 days of Preliminary Approval by the Court  
of the Settlement Agreement.
- d. The Settlement Class Notice shall provide a protocol for members of the  
proposed Settlement Class to opt out of the Settlement Class should they  
choose to do so and will fully comply with due process.

1           7.     Motion for Final Approval and Entry of Final Judgment. If the Court grants  
2 Preliminary Approval and preliminarily certifies the Settlement Class, then Representative  
3 Plaintiffs, through Representative Plaintiffs' Counsel — in accordance with the schedule set forth  
4 in the Court's Preliminary Approval Order — shall submit to the Court a separate motion for Final  
5 Approval of this Settlement Agreement by the Court. A reasonable time in advance of submission  
6 to the Court, the papers in support of the motion for Final Approval shall be provided by  
7 Representative Plaintiffs' Counsel to Defendants for their review. To the extent that Defendants  
8 object to any aspect of the motion, they shall communicate such objection to Representative  
9 Plaintiff Counsel and the parties shall meet and confer to resolve any such objection. The motion  
10 for Final Approval shall seek entry of an order and Final Judgment:

- 11           a. Finally approving the Settlement Agreement as being a fair, reasonable, and  
12           adequate settlement for the Settlement Class, and directing the  
13           implementation, performance, and consummation of the Settlement  
14           Agreement and its material terms and conditions, without material  
15           modification of those terms and conditions;
- 16           b. Determining that the Settlement Class Notice constituted the best notice  
17           practicable under the circumstances of this Settlement Agreement and the  
18           Fairness Hearing, and constituted due and sufficient notice for all other  
19           purposes to all Persons entitled to receive notice;
- 20           c. Dismissing the Action with prejudice as to Defendants in all class action  
21           complaints asserted by Representative Plaintiffs without further costs or  
22           fees;
- 23           d. Discharging and releasing Defendant Released Parties from all Plaintiff  
24           Released Claims;
- 25           e. Discharging and releasing Plaintiff Released Parties from all Defendant  
26           Released Claims;

- 1 f. Enjoining Representative Plaintiffs and members of the Settlement Class  
2 from suing any of the Defendant Released Parties for any of the Plaintiff  
3 Released Claims;
- 4 g. Confirming that Defendants have provided the appropriate notice, if any,  
5 pursuant to governing law;
- 6 h. Reserving continuing and exclusive jurisdiction over the Settlement  
7 Agreement for all purposes; and
- 8 i. Determining that there is no just reason for delay and directing that the  
9 judgment of dismissal as to Defendants shall be final and appealable and  
10 entered forthwith.

11 The parties shall take all reasonable actions as may be necessary to obtain Final Approval  
12 of the Settlement Agreement without modification to any of its material terms and conditions.

13 8. Escrow Account. The Escrow Account shall be administered by Representative  
14 Plaintiff Counsel for the Representative Plaintiffs and Settlement Class under the Court's  
15 continuing supervision and control pursuant to the Escrow Agreement.

16 9. Settlement Consideration. In consideration for the release of Plaintiff Released  
17 Claims, the dismissal of the Action, and the other material terms and conditions herein, within  
18 seven (7) business days of the Court's grant of Preliminary Approval or after Representative  
19 Plaintiffs' Counsel have provided wire instructions and a W-9 form to Defendants, whichever  
20 occurs later, each of the Defendants shall pay or cause to be paid \$37,500 (thirty-seven thousand,  
21 five hundred U.S. dollars) into the Escrow Account, for a combined total of \$75,000 (seventy-five  
22 thousand U.S. dollars) into the Escrow Account, which may be used to pay the costs for Settlement  
23 Class Notice. In addition, within seven (7) business days of the Court's grant of Final Approval  
24 or after Representative Plaintiffs' Counsel have provided wire instructions and a W-9 form to  
25 Defendants, whichever occurs later, each of the Defendants shall pay or cause to be paid  
26 \$1,212,500 (one million, two hundred twelve thousand, five hundred U.S. dollars) into the Escrow  
27 Account, for a combined total of \$2,425,000 (two million, four hundred twenty-five thousand U.S.  
28 dollars) into the Escrow Account.

1           10.    Qualified Settlement Fund. The Parties agree to treat the Settlement Fund as being  
2 at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1, and to that  
3 end, the Parties shall cooperate with each other and shall not take a position in any filing or before  
4 any tax authority that is inconsistent with such treatment. In addition, Representative Plaintiff  
5 Counsel shall timely make such elections as necessary or advisable to carry out the provisions of  
6 this Paragraph, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back  
7 to the earliest permitted date. Such elections shall be made in compliance with the procedures and  
8 requirements contained in such regulations. It shall be the responsibility of Representative Plaintiff  
9 Counsel to timely and properly prepare and deliver the necessary documentation for signature by  
10 all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this  
11 Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Funds  
12 being a “Qualified Settlement Fund” within the meaning of Treas. Reg. § 1.4688-1. Representative  
13 Plaintiff Counsel shall timely and properly file all information and other tax returns necessary or  
14 advisable with respect to the Settlement Fund (including without limitation the returns described  
15 in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall reflect that all taxes (including any estimated  
16 taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the  
17 Settlement Fund. Defendants shall not be responsible for the filing or payment of any taxes or  
18 expenses connected to the Qualified Settlement Fund.

19           11.    Distribution of Settlement Fund to Settlement Class. Representative Plaintiffs,  
20 members of the Settlement Class, and their counsel shall be entitled to look solely to the Settlement  
21 Fund for settlement and satisfaction of the Agreement or in connection with any of the Released  
22 Claims against the Defendant Released Parties, and shall not be entitled to any other payment or  
23 relief from the Defendant Released Parties. Except as provided by order of the Court, no member  
24 of the Settlement Class shall have any interest in the Settlement Fund or any portion thereof.  
25 Representative Plaintiffs, members of the Settlement Class, and their counsel will be reimbursed  
26 solely out of the Settlement Fund for all expenses including, but not limited to, attorneys’ fees and  
27 expenses and the costs of notice of the Settlement Agreement to potential members of the  
28 Settlement Class. Defendants and the other Defendant Released Parties shall not be liable for any

1 costs, fees, or expenses of any of Representative Plaintiffs' and Representative Plaintiffs'  
2 Counsel's attorneys, experts, advisors, or representatives, but all such costs and expenses as  
3 approved by the Court shall be paid out of the Settlement Fund.

4 12. Fee Awards, Costs and Expenses, and Service Payments to Representative  
5 Plaintiffs. Subject to Representative Plaintiffs' Counsels' sole discretion as to timing,  
6 Representative Plaintiffs' Counsel will apply to the Court for a fee award, plus reimbursement of  
7 expenses, and costs incurred, and service payments to the Representative Plaintiffs to be paid from  
8 the proceeds of the Settlement Fund. Defendants shall have no responsibility, financial obligation,  
9 or liability for any such fees, costs, payments, or expenses beyond the Settlement Fund.

10 13. Mutual Release.

11 a. Upon Final Judgment, the Plaintiff Releasing Parties shall be deemed to  
12 have, and by operation of law and of the judgment shall have, fully, finally  
13 and forever completely compromised, settled, released, acquitted, resolved,  
14 relinquished, waived, and discharged the Defendant Released Parties from  
15 any and all claims, demands, actions, suits, and causes of action, whether  
16 class, individual, or otherwise in nature (whether or not any member of the  
17 Settlement Class has objected to the Settlement Agreement or makes a claim  
18 upon or participates in the Settlement Fund, whether directly,  
19 representatively, derivatively or in any other capacity) that the Plaintiff  
20 Releasing Parties ever had, now have, or hereafter can, shall, or may ever  
21 have, on account of, or in any way arising out of, any and all known and  
22 unknown, foreseen and unforeseen, suspected or unsuspected, actual or  
23 contingent, liquidated or unliquidated claims, demands, actions, suits,  
24 causes of action, injuries, losses, or damages arising from or in connection  
25 with any act or omission through the date of Preliminary Approval relating  
26 to or referred to in the Action or arising from the factual predicate of the  
27 Action (the "Plaintiff Released Claims"). For the avoidance of doubt,  
28 "Plaintiff Released Claims" includes all claims that have been asserted, or



1 could have been asserted, in the Action against the Defendant Released  
2 Parties. Notwithstanding the above, however, “Plaintiff Released Claims”  
3 does not include any claims wholly unrelated to the allegations in the Action  
4 that are based on breach of contract, negligence, personal injury, bailment,  
5 failure to deliver lost goods, damaged or delayed goods, product defect,  
6 securities claim, breach of warranty, or product defect. This reservation of  
7 claims set forth in this paragraph does not impair or diminish the right of  
8 the Defendant Released Parties to assert any and all arguments and defenses  
9 to such claims, and the Parties agree that all such arguments and defenses  
10 are preserved. During the period after the expiration of the deadline for  
11 submitting an opt-out notice, as determined by the Court, and prior to Final  
12 Judgment, all Plaintiff Releasing Parties who have not submitted a valid  
13 request to be excluded from the Settlement Class shall be preliminarily  
14 enjoined and barred from asserting any and all Plaintiff Released Claims  
15 against any and all of the Defendant Released Parties. The release of the  
16 Plaintiff Released Claims will become effective as to all Plaintiff Releasing  
17 Parties upon Final Judgment.

18 b. Upon Final Judgment, the Defendant Releasing Parties shall be deemed to  
19 have, and by operation of law and of the judgment shall have, fully, finally  
20 and forever completely compromised, settled, released, acquitted, resolved,  
21 relinquished, waived, and discharged the Plaintiff Released Parties from  
22 any and all claims, demands, actions, suits, and causes of action, whether  
23 class, individual, or otherwise in nature (whether or not any member of the  
24 Settlement Class has objected to the Settlement Agreement or makes a claim  
25 upon or participates in the Settlement Fund, whether directly,  
26 representatively, derivatively or in any other capacity) that the Defendant  
27 Releasing Parties ever had, now have, or hereafter can, shall, or may ever  
28 have, on account of, or in any way arising out of, any and all known and

1 unknown, foreseen and unforeseen, suspected or unsuspected, actual or  
2 contingent, liquidated or unliquidated claims, demands, actions, suits,  
3 causes of action, injuries, losses, or damages arising from or in connection  
4 with any act or omission through the date of Preliminary Approval relating  
5 to or referred to in the Action or arising from the factual predicate of the  
6 Action (the “Defendant Released Claims”). For the avoidance of doubt,  
7 “Defendant Released Claims” includes all claims that have been asserted,  
8 or could have been asserted, in the Action against the Plaintiff Released  
9 Parties. Notwithstanding the above, however, “Defendant Released  
10 Claims” does not include any claims wholly unrelated to the allegations in  
11 the Action that are based on breach of contract, negligence, personal injury,  
12 bailment, failure to deliver lost goods, damaged or delayed goods, product  
13 defect, securities claim, breach of warranty, or product defect. This  
14 reservation of claims set forth in this paragraph does not impair or diminish  
15 the right of the Plaintiff Released Parties to assert any and all arguments and  
16 defenses to such claims, and the Parties agree that all such arguments and  
17 defenses are preserved. During the period after the expiration of the  
18 deadline for submitting an opt-out notice, as determined by the Court, and  
19 prior to Final Judgment, all Defendant Releasing Parties shall be  
20 preliminarily enjoined and barred from asserting any and all Defendant  
21 Released Claims against any and all of the Plaintiff Released Parties. The  
22 release of the Defendant Released Claims will become effective as to all  
23 Defendant Releasing Parties upon Final Judgment. For the avoidance of  
24 doubt, Defendants are not releasing any claims as to any person or entity  
25 who timely and validly seeks exclusion from the Settlement Class.

26 14. Further Release. In addition to the provisions of Paragraph 13, the Plaintiff and  
27 Defendant Releasing Parties hereby expressly waive and release, solely with respect to the  
28

1 Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by  
2 Section 1542 of the California Civil Code, which states:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
4 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
5 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
6 THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
7 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
8 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
9 OR RELEASED PARTY.

8 Each Releasing Party may hereafter discover facts other than or different from those that he, she,  
9 or it knows or believes to be true with respect to the claims that are released pursuant to the  
10 provisions of Paragraph 13, but each Releasing Party hereby expressly waives and fully, finally,  
11 and forever settles and releases, upon Final Judgment, any known or unknown, suspected or  
12 unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release  
13 pursuant to Paragraph 13, whether or not concealed or hidden, without regard to the subsequent  
14 discovery or existence of such different or additional facts. The foregoing release of unknown,  
15 unanticipated, unsuspected, unforeseen, and unaccrued losses or claims is contractual, and not a  
16 mere recital.

17 15. Full Release. The Released Claims and the provisions of Paragraphs 13-14 shall be  
18 interpreted as broadly as possible and to the fullest extent permitted by law and constitute a full  
19 and final release by the Releasing Parties of the Defendant and Plaintiff Released Parties for the  
20 Released Claims.

21 16. Covenant Not to Sue.

22 a. Representative Plaintiffs and each Settlement Class Member covenant not  
23 to sue any of the Defendant Released Parties for any transaction, event,  
24 circumstance, action, failure to act, or occurrence of any sort or type arising  
25 out of or relating to the Plaintiff Released Claims, including, without  
26 limitation, seeking to recover damages relating to any of the Plaintiff  
27 Released Claims. Representative Plaintiffs' Counsel covenants not to  
28 solicit any person or entity to opt out of the Settlement and further covenants

1 not to represent any person or entity who chooses to opt out of the  
2 Settlement (should there be any) in connection with any matter relating to  
3 or referred to in the Action or arising from the factual predicate of the  
4 Action. This Paragraph shall not apply to any action to enforce this  
5 Settlement Agreement.

6 b. Defendants covenant not to sue any of the Plaintiff Released Parties for any  
7 transaction, event, circumstance, action, failure to act, or occurrence of any  
8 sort or type arising out of or relating to the Defendant Released Claims,  
9 including, without limitation, seeking to recover damages relating to any of  
10 the Defendant Released Claims. Defendants' counsel covenant not to  
11 solicit any person or entity to opt out of the Settlement. This Paragraph  
12 shall not apply to any action to enforce this Settlement Agreement.

13 17. Non-Disparagement. The Parties agree they will not disparage one another or their  
14 respective claims or defenses, such as by making extrajudicial public statements that disparage  
15 either of the Parties or their conduct in connection with the Action, and instead will confine their  
16 public comments to essentially the following: "The parties have agreed to resolve this matter. Both  
17 sides believe they would have prevailed at trial. Defendants deny the allegations in Representative  
18 Plaintiffs' Complaint, and further denies that it did anything wrong or illegal. The parties agreed  
19 to settle this case because of the extraordinary cost of litigation and the risk and uncertainty of  
20 trial." For the avoidance of doubt, the Parties agree that statements made in the Action in court  
21 filings, arguments, hearings, and trial are not subject to this provision.

22 18. This Settlement Agreement shall not be construed as an admission of liability, or  
23 used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding,  
24 or government investigation.

25 19. This Settlement Agreement constitutes a binding, enforceable agreement as to the  
26 terms contained herein when executed.

1           20.    Option to Rescind. Defendants will have the sole discretion, but not the obligation,  
2 to rescind this Settlement Agreement in the event that at least 30 potential members of the  
3 Settlement Class opt out of the Settlement Class.

4           21.    Effect of Disapproval. If the Court does not certify the Settlement Class as defined  
5 in this Settlement Agreement, or if the Court does not approve this Settlement Agreement in all  
6 material respects, or if the Court does not enter Final Approval as provided for in Paragraph 7  
7 herein, or if any judgment approving this Settlement Agreement is materially modified or set aside  
8 on appeal, or if all of the conditions for Final Judgment do not occur as set forth in Paragraph 7 of  
9 this Settlement Agreement, then this Agreement may be rescinded, cancelled or terminated by  
10 Defendants or Representative Plaintiffs on behalf of the Settlement Class. If rescinded, cancelled  
11 or terminated, this Settlement Agreement shall become null and void, and in the event the  
12 Settlement Agreement is rescinded, cancelled or terminated or the settlement is not finally  
13 approved by the Court, half of all funds spent on Settlement Class Notice, together with any funds  
14 remaining in the Escrow Account, shall be returned to Defendants and the Parties' position shall  
15 be returned to the status quo ante. In no way shall Representative Plaintiffs have the right to  
16 rescind, cancel or terminate this Settlement Agreement if the Court fails or refuses to grant any  
17 requested attorney's fees, any costs, or any awards to Representative Plaintiffs.

18           22.    Choice of Law and Dispute Resolution. Any disputes relating to this Settlement  
19 Agreement shall be governed by California law without regard to conflicts of law provisions, and  
20 any and all disputes regarding this Settlement Agreement will be mediated in good faith before  
21 any suit, action, proceeding or dispute may be filed in the Court pursuant to Paragraph 23 below.

22           23.    Consent to Jurisdiction. The Parties and Releasing Parties hereby irrevocably  
23 submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising  
24 out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement.  
25 Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning  
26 the provisions of Paragraphs 13-16, including but not limited to, any suit, action, or proceeding in  
27 which the provisions of Paragraphs 13-16 are asserted as a defense in whole or in part to any claim  
28 or cause of action or otherwise raised as an objection, constitutes a suit, action, or proceeding

1 arising out of or relating to this Settlement Agreement. In the event that the provisions of  
2 Paragraphs 13-16 are asserted by any Released Party as a defense in whole or in part to any claim  
3 or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby  
4 agreed that such Released Party shall be entitled to a stay of that suit, action, or proceeding until  
5 the mediation required by Paragraph 22 is complete and, if the matter is not resolved by mediation,  
6 the Court has entered a final judgment no longer subject to any appeal or review determining any  
7 issues relating to the defense or objection based on such provisions. Solely for purposes of such  
8 suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable  
9 law, the Parties and any Releasing Parties irrevocably waive and agree not to assert, by way of  
10 motion, as a defense or otherwise, any claim or objection that they are not subject to the in  
11 personam jurisdiction of the Court. Nothing shall be construed as a submission to jurisdiction for  
12 any purpose other than enforcement of this Settlement Agreement.

13 24. Costs Relating to Administration. The Defendant Released Parties shall have no  
14 responsibility or liability relating to the administration, investment, or distribution of the  
15 Settlement Funds.

16 25. Binding Effect. This Settlement Agreement constitutes a binding, enforceable  
17 agreement as to the terms contained herein. This Agreement shall be binding upon, and inure to  
18 the benefit of, the successors, assigns, and heirs of the Parties, Settlement Class Members, the  
19 Releasing Parties, and the Defendant Released Parties. Without limiting the generality of the  
20 foregoing, upon certification of the Settlement Class and Final Approval, each and every covenant  
21 and agreement herein by the Representative Plaintiffs shall be binding upon all members and  
22 potential members of the Settlement Class and Releasing Parties who have not validly excluded  
23 themselves from the Settlement Class.

24 26. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive  
25 remedy for any and all Released Claims against any Defendant Released Party, and upon entry of  
26 Final Judgment, the Releasing Parties shall be forever barred from initiating, asserting,  
27 maintaining, or prosecuting any and all Released Claims against any Released Party.

1           27.    Counsel's Express Authority. Each counsel signing this Settlement Agreement on  
2 behalf of a Party or Parties has full and express authority to enter into all of the terms reflected  
3 herein on behalf of each and every one of the clients for which counsel is signing.

4           28.    It is agreed that this Settlement Agreement shall be admissible in any proceeding  
5 for establishing the terms of the Parties' agreement or for any other purpose with respect to  
6 implementing or enforcing this Settlement Agreement.

7           29.    Notices. All notices under this Settlement Agreement shall be in writing. Each such  
8 notice shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt  
9 requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of  
10 either (a), (b) or (c) shall be addressed: If directed to Representative Plaintiffs, the Settlement  
11 Class, or any member of the Settlement Class, to:

12           Dennis Stewart

13           GUSTAFSON GLUEK PLLC

14           600 W. Broadway, Ste. 3300

15           San Diego, CA 92101

16           and

17           Joseph Goldberg

18           FREEDMAN BOYD HOLLANDER & GOLDBERG PA

19           20 First Plaza, Ste. 700

20           Albuquerque, NM 87102

21           If directed to Defendants, to:

22           Brian D. Wallach

23           CADWALADER, WICKERSHAM & TAFT LLP

24           700 Sixth Street NW

25           Washington, DC 20001

26           and

27           Patrick D. Toole

28           WANGER JONES HELSLEY PC

1 265 East River Park Circle, Suite 310

2 Fresno, CA 93720

3 and

4 Mark E. Chielpegian

5 CHIELPEGIAN • COBB

6 5200 North Palm Avenue, Suite 201

7 Fresno, CA 93704

8 or such other address as the Parties may designate, from time to time, by giving notice to all parties  
9 hereto in the manner described in this Paragraph. The Parties shall also provide courtesy copies of  
10 all notices by electronic mail.

11 30. No Admission. Whether or not Preliminary Approval is granted, Final Judgment is  
12 entered or this Settlement Agreement is terminated, the Parties expressly agree that this Settlement  
13 Agreement and its contents, and any and all statements, negotiations, documents, and discussions  
14 associated with it, are not and shall not be deemed or construed to be an admission of liability by  
15 any Party or Defendant Released Party.

16 31. No Unstated Third-Party Beneficiaries. No provision of this Agreement shall  
17 provide any rights to, or be enforceable by, any person or entity that is not a Defendant Released  
18 Party, Representative Plaintiffs, member of the Settlement Class, or Representative Plaintiff  
19 Counsel.

20 32. No Party is the Drafter. None of the Parties hereto shall be considered to be the  
21 drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case  
22 law, or rule of interpretation or construction that would or might cause any provision to be  
23 construed against the drafter hereof.

24 33. Amendment and Waiver. This Settlement Agreement shall not be modified in any  
25 respect except by a writing executed by the Parties, and the waiver of any rights conferred  
26 hereunder shall be effective only if made by written instrument of the waiving Party. The waiver  
27 by any Party of any particular breach of this Agreement shall not be deemed or construed as a  
28 waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement.



1 This Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach  
2 of this Agreement. Any breach of this Agreement may result in irreparable damage to a Party for  
3 which such Party will not have an adequate remedy at law. Accordingly, in addition to any other  
4 remedies and damages available, the Parties acknowledge and agree that the Parties may  
5 immediately seek enforcement of this Settlement Agreement by means of specific performance or  
6 injunction, without the requirement of posting a bond or other security.

7 34. Execution in Counterparts. This Settlement Agreement may be executed in  
8 counterparts, each of which shall be deemed an original, but all of which together shall constitute  
9 a single agreement. Facsimile or Electronic Mail signatures shall be considered as valid signatures  
10 as of the date hereof, although the original signature pages shall thereafter be appended to this  
11 Settlement Agreement and filed with the Court.

12 35. Integrated Agreement. This Settlement Agreement comprises the entire, complete,  
13 and integrated agreement between the Parties, and supersedes all prior and contemporaneous  
14 undertakings, communications, representations, understandings, negotiations, and discussions,  
15 either oral or written, between the Parties. The Parties agree that this Settlement Agreement may  
16 be modified only by a written instrument signed by the Parties and that no Party will assert any  
17 claim against another based on any alleged agreement affecting or relating to the terms of this  
18 Settlement Agreement not in writing and signed by the Parties.

19 36. Voluntary Settlement. The Parties agree that this Settlement Agreement was  
20 negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after  
21 consultation with competent counsel, and no Party has entered this Settlement Agreement as the  
22 result of any coercion or duress.

23 37. Confidentiality. The Parties agree to continue to maintain the confidentiality of all  
24 settlement discussions and materials exchanged during the settlement negotiation.  
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1 IN WITNESS WHEREOF, the Parties, individually  
2 or through their duly authorized representatives,  
3 enter into this Settlement Agreement on the  
4 Execution Date.

5 DATED: September 26, 2023

6 GUSTAFSON GLUEK PLLC

7   
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9 600 W. Broadway, Suite 3300  
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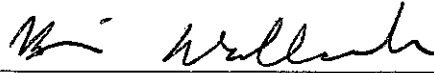
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CADWALADER, WICKERSHAM & TAFT LLP

DATED: September 27, 2023

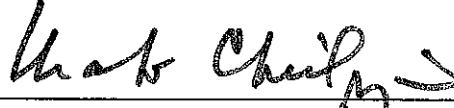


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DATED: September 27, 2023

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# **EXHIBIT B**

# **G**USTAFSON **G**LUEK PLLC

Firm Resume

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## Firm Overview

Gustafson Gluek PLLC is a 21-attorney law firm with a national practice specializing in complex litigation. The firm has offices in Minneapolis, Minnesota and San Diego, California. Gustafson Gluek attorneys seek to vindicate the rights of, and recover damages for, those harmed by unfair business practices, such as illegal price fixing, deceptive trade practices, and the distribution of unsafe medical devices, as well as enjoin companies from engaging in these types of practices in the future.

Founded in 2003, Gustafson Gluek's attorneys have consistently been recognized by their clients, peers, and courts across the country as leaders in their fields. They have been chosen to lead some of the largest and most complex multi-district litigations. Attorneys at Gustafson Gluek have received national and state-wide awards and honors and are routinely called upon by other leading firms to assist in taking on some of the largest companies and defense firms in the world. Gustafson Gluek was named number six in the Top 25 Lead Counsel in antitrust complaints filed from 2009 – 2021 in the 2021 Antitrust Annual Report produced by the University of San Francisco Law School and The Huntington National Bank. Gustafson Gluek was also listed as number seventeen in the list of firms with the highest number of antitrust settlements.

Gustafson Gluek strongly believes in giving back to the community and promoting diversity in the legal profession. Its attorneys have held leadership positions and actively participate in numerous national, state and affinity legal organizations, including the Federal Bar Association, Minnesota State Bar Association, the Infinity Project, Minnesota Women Lawyers, Minnesota Association of Black Lawyers, the Lavender Bar Association and American Antitrust Institute. Gustafson Gluek was instrumental in founding the Pro Se Project, a collaboration with the Minnesota District Court pairing indigent federal litigants with attorneys and Gustafson Gluek devotes hundreds of hours each year to pro bono service through the Pro Se Project and other organizations.

## Leadership Positions

Gustafson Gluek's attorneys are frequently recognized by their peers and the courts as experienced and capable leaders and, as such, have been appointed to lead numerous complex litigations including the following:

***Hogan v. Amazon, Inc. (N.D. Ill.)***

*Co-Lead Counsel*

***In re 3M Combat Arms Earplug Litig. (Minn.)***

*Co-Lead Counsel*

***In re Broiler Chicken Antitrust Litig. (N.D. Ill.)***

*Co-Lead Counsel for Commercial and Institutional Indirect Purchaser Plaintiffs*

***In re CenturyLink Residential Customer Billing Disputes Litig. (D. Minn.)***

*Executive Committee Chair*

***In re Crop Inputs Antitrust Litig. (E.D. Mo.)***

*Co-Lead Counsel*

***In re Dealer Management Systems Antitrust Litig. (N.D. Ill.)***

*Plaintiffs' Steering Committee*

***In Re: Deere & Company Repair Services Antitrust Litig. (N.D. Ill.)***

*Co-Lead Counsel*

***In re DPP Beef Litig. (D. Minn.)***

*Co-Lead Counsel*

***In re DRAM Antitrust Litig. (N.D. Cal. and multiple state court actions)***

*Co-Lead Counsel for Indirect Purchasers*

***In re Flash Memory Antitrust Litig. (N.D. Cal.)***

*Plaintiffs' Steering Committee*

***In re Google Digital Publisher Antitrust Litig. (N.D. Cal.)***

*Plaintiffs' Leadership Committee*



***In re Interior Molded Doors Indirect Purchaser Antitrust Litig. (E.D. Va.)***

*Co-Lead Counsel*

***In re Medtronic, Inc. Implantable Defibrillators Products Liability Litig. (D. Minn.)***

*Co-Lead Counsel*

***In re Medtronic, Inc. Sprint Fidelis Leads Products Liability Litig. (D. Minn.)***

*Lead Counsel*

***In re Net Gain Data Breach Litig. (D. Minn.)***

*Executive Committee*

***In re Pork Antitrust Litig. (D. Minn.)***

*Co-Lead Counsel for Consumer Indirect Purchaser Plaintiffs*

***In re Syngenta Litig. (Minn.)***

*Co-Lead Class Counsel*

***In re Vitamin C Antitrust Litig. (E.D.N.Y.)***

*Co-Lead Counsel for Indirect Purchasers*

***Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd. (E.D.N.Y.)***

*Co-Lead Counsel*

***Powell Prescription Center v. Surescripts, LLC (N.D. Ill.)***

*Lead Counsel Committee*

***St. Barnabas Hospital, Inc. et al. v. Lundbeck, Inc. et al. (D. Minn.)***

*Interim Class Counsel*

***Vikram Bhatia, D.D.S., et al., v. 3M Company (D. Minn.)***

*Co-Lead Counsel*

## Case Outcomes

Gustafson Gluek has recovered billions of dollars on behalf of its clients since founding in 2003. Gustafson Gluek has helped vindicate the rights of, and recover damages for, those harmed by unfair business practices such as illegal price fixing, deceptive trade practices, and the distribution of unsafe or defective devices, as well as enjoin companies from engaging in these types of practices in the future. A list of representative cases the Firm previously litigated and the outcomes of those cases is set forth below.

### ANTITRUST

#### ***In re Automotive Parts Antitrust Litig. (E.D. Mich.)***

Gustafson Gluek was an integral part of the team representing a class of indirect purchasers of various automotive components. Plaintiffs alleged that the defendants engaged in a sprawling price fixing conspiracy to artificially increase the price of several different automobile components. Gustafson Gluek helped recover over \$1.2 billion for the class.

#### ***In Re Blue Cross Blue Shield Antitrust Litig. (N.D. Ala.)***

Gustafson Gluek was appointed as members of the Damages and Litigation Committees representing a class of subscribers of Blue Cross Blue Shield Alabama. Plaintiffs alleged antitrust violations by the defendant. The parties reached a settlement that established a \$2.67 billion Settlement Fund. Settling Defendants also agreed to make changes in the way they do business that Plaintiffs believe will increase the opportunities for competition in the market for health insurance.

#### ***In re Capacitors Antitrust Litig. (N.D. Cal.)***

Gustafson Gluek represented a class of indirect purchasers of electrolytic or film capacitors. Plaintiffs alleged that at least fifteen multinational corporations conspired to fix the prices of capacitors that they manufactured and sold worldwide and into the United States. Gustafson Gluek attorneys worked closely

with Lead Counsel throughout the litigation, which eventually recovered \$84.49 million for the class.

***In re Containerboard Antitrust Litig. (N.D. Ill.)***

Gustafson Gluek represented a class of direct purchasers of containerboard products and was a defendant team leader. Plaintiffs alleged that defendant containerboard manufacturers conspired to fix the price of containerboard. As a team leader, Gustafson Gluek handled all aspects of discovery, including the depositions of several senior executives. Gustafson Gluek helped to secure over \$376 million for the class.

***In re Cathode Ray Tube (CRT) Antitrust Litig. (N.D. Cal.)***

Gustafson Gluek represented a class of direct purchasers of CRT screens used for computer monitors and televisions. Plaintiffs alleged that defendants conspired to fix the price of these products in violation of the antitrust laws. Gustafson Gluek had a significant discovery role in the prosecution of this antitrust class action, which resulted in settlements totaling \$225 million for the class.

***In re DRAM Antitrust Litig. (N.D. Cal. and multiple state court actions)***

Gustafson Gluek was appointed Co-Lead Counsel for the indirect purchasers in this nationwide class action against both national and international memory-chip manufacturers. This case dealt with the conspiracy surrounding the pricing of the memory chips commonly known as Dynamic Random Access Memory (or DRAM). DRAM is used in thousands of devices on a daily basis, and Gustafson Gluek was integral in achieving a settlement of \$310 million for the class.

***In re Domestic Drywall Antitrust Litig. (E.D. Pa.)***

Gustafson Gluek represented a class of direct purchasers of drywall in this antitrust case. Plaintiffs alleged that the defendant manufacturers conspired to artificially increase the price of drywall. Gustafson Gluek played an active role in the litigation. A class was certified, and Gustafson Gluek helped recover over \$190 million for the class.

***In re Lithium Ion Batteries Antitrust Litig. (N.D. Cal.)***

Gustafson Gluek represented a class of direct purchasers of lithium ion batteries in a multidistrict class action. Plaintiffs alleged collusive activity by the world's largest manufacturers of lithium ion batteries, which are used in everything from cellular phones to cameras, laptops and tablet computers. Gustafson Gluek had a significant discovery role in the prosecution of this antitrust class and helped recover over \$139 million for the class.

***In re Interior Molded Doors Indirect Purchaser Antitrust Litig. (E.D. Va.)***

Gustafson Gluek served as Co-Lead Counsel with two other firms representing a class of indirect purchasers of interior molded doors. Plaintiffs alleged that two of the country's largest interior molded door manufacturers conspired to inflate prices in the market. Defendants settled with the class for \$19.5 million.

***Precision Associates, Inc., et al. v. Panalpina World Transport (Holding) Ltd., et al. (E.D.N.Y.)***

Gustafson Gluek was Co-Lead Counsel representing a class of direct purchasers of freight forwarding services in this international case against 68 defendants. Plaintiffs alleged that defendants engaged in an international conspiracy to fix, inflate, and maintain various charges and surcharges for freight forwarding services in violation of U.S. antitrust laws. Gustafson Gluek worked to secure over \$450 million for the class.

***In re Resistors Antitrust Litig. (N.D. Cal.)***

Gustafson Gluek worked closely with Lead Counsel representing indirect purchasers of linear resistors. Plaintiffs alleged that the defendant manufacturers conspired to increase the price of linear resistors, thereby causing indirect purchasers to pay more. After engaging in extensive discovery, Plaintiffs recovered a total of \$33.4 million in settlements for the indirect purchaser class.

### ***In re TFT-LCD (Flat Panel) Antitrust Litig. (N.D. Cal.)***

Gustafson Gluek served an integral role handling complex discovery issues in this antitrust action representing individuals and entities that purchased LCD panels at supracompetitive prices. Gustafson Gluek attorneys worked on a range of domestic and foreign discovery matters in prosecuting this case. The total settlement amount with all of the defendants was over \$1.1 billion.

### ***The Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan (E.D. Mich.)***

Gustafson Gluek was appointed interim Co-Lead Counsel representing a class of purchasers of hospital healthcare services. Plaintiffs alleged that defendant Blue Cross Blue Shield of Michigan used its market position to negotiate contracts with hospitals that impeded competition and increased prices for patients. Gustafson Gluek worked to secure \$30 million on behalf of the class.

## **CONSUMER PROTECTION**

### ***Baldwin et al. v. Miracle Ear et al. (D. Minn.)***

Gustafson Gluek represented consumers who received unwanted telemarketing calls from HearingPro for sale of Miracle Ear brand hearing aid products in violation of the Telephone Consumer Protection Act. Gustafson Gluek played an important role in recovering an \$8 million settlement for the class.

### ***Syngenta Corn Seed Litig. (Minn. & D. Kan.)***

Gustafson Gluek was appointed Co-Lead Counsel for the class of Minnesota corn farmers suing Syngenta for negligently marketing its Agrisure/Viptera corn seed before it had been approved in all of the major corn markets. Gustafson Gluek was an integral part of the litigation team in Minnesota, participating in all facets of discovery, motion practice and expert work. Dan Gustafson was one of the lead trial counsel and was also appointed as part of the settlement team. Ultimately, these cases settled for \$1.51 billion on behalf of all corn farmers in America.

***In re Centurylink Sales Practices and Securities Litig. (D. Minn.)***

Gustafson Gluek was Chair of the Executive Committee and represented a class of current and former CenturyLink customers who paid too much for their phone, internet or television services due to CenturyLink's unlawful conduct. Plaintiffs alleged that CenturyLink engaged in deceptive marketing, sales, and billing practices across the dozens of states. Ultimately, Plaintiffs recovered \$18.5 million in settlements for the class.

***Yarrington, et al. v. Solvay Pharmaceuticals, Inc. (D. Minn.)***

Gustafson Gluek represented a class of individuals alleging unfair competition and false and deceptive advertising claims against Solvay Pharmaceuticals in the marketing of Estratest and Estratest HS, prescription hormone therapy drugs. Gustafson Gluek helped recover \$16.5 million for the class.

**DATA BREACH**

***In re Equifax Inc. Customer Data Security Breach Litig. (N.D. Ga.)***

Gustafson Gluek represented a class of individuals whose personal information was impacted as the result of the Equifax's deficient data security practices. Plaintiffs reached a settlement where Equifax agreed to pay \$380 million towards the fund for class benefits and an additional \$125 million for out-of-pocket losses in addition to credit monitoring and identity restoration services.

***Landwehr v. AOL Inc. (E.D. Va.)***

Gustafson Gluek served as class counsel in this lawsuit, alleging that AOL made available for download its members' search history data, which violated these AOL members' right to privacy under the Federal Electronic Communications Privacy Act. Plaintiffs reached a settlement with AOL that made \$5 million available to pay the claims of class members whose search data was made available for download by AOL.

***The Home Depot, Inc., Customer Data Security Breach Litig. (N.D. Ga.)***

Gustafson Gluek represented credit unions and a class of financial institutions whose card members' payment data was compromised as the result of Home Depot's deficient data security practices. These financial institutions lost time and money responding to the data breach. Plaintiffs reached a settlement agreement with Home Depot for \$27.25 million for the class members.

***Greater Chautauqua Federal Credit Union v. Kmart Corporation (N.D. Ill.)***

Gustafson Gluek served on the court-appointed Plaintiffs' Steering Committee representing a class of financial institutions whose card members' payment data was compromised as a result of Kmart's deficient data security practices. These financial institutions lost time and money responding to the data breach. Plaintiffs reached a \$5.2 million settlement with K-Mart for the class.

***Experian Data Breach Litig. (C.D. Cal.)***

Gustafson Gluek represented a class of consumers whose personally identifiable information, including Social Security numbers and other highly-sensitive personal data, was compromised as the result of Experian's deficient data security practices. Many of these consumers lost time and money responding to the data breach, and they face an ongoing risk of identity theft, identity fraud, or other harm. Plaintiffs reached a \$22 million settlement and as a part of the settlement, defendants also agreed and have begun undertaking certain remedial measures and enhanced security measures, which they will continue to implement, valued at over \$11.7 million.

## SECURITIES

### ***St. Paul Travelers Securities Litig. I and II (D. Minn.)***

Gustafson Gluek served as liaison counsel in both of the St. Paul Travelers Securities Litigations. At issue in the cases were public statements as well as material omissions St. Paul Travelers made that negatively impacted the stock prices of the Company. On behalf of New Mexico State Funds, Gustafson Gluek worked to litigate the two separate class actions against St. Paul Travelers, resulting in multi-million-dollar settlements.

### ***Smith v. Questar Capital Corp., et al. (D. Minn.)***

Gustafson Gluek represented a class of investors who were defrauded in a Ponzi scheme by a brokerage firm that sold bonds to sustain an entity that had collapsed into bankruptcy. Gustafson Gluek helped recover \$3 million for the class of 125 investors.

## PRODUCT LIABILITY

### ***Bhatia v. 3M Co. (D. Minn.)***

Gustafson Gluek represented a class of dentists who bought 3M Lava Ultimate Restorative material for use in dental crowns. Gustafson Gluek was appointed as Co-Lead Counsel for Plaintiffs, who alleged that the 3M Lava material failed at an unprecedented rate, leading to substantial loss of time and money for the dentists and injury to the patients. Gustafson Gluek helped secure a settlement of approximately \$32.5 million for all of the dentists who had suffered damages from the failure of this product.

### ***Medtronic, Inc., Sprint Fidelis Leads Products Liability Litig. (D. Minn.)***

Gustafson Gluek was Lead Counsel representing Plaintiffs, who had Medtronic's Sprint Fidelis Leads implanted in them. Plaintiffs alleged that Medtronic's Sprint Fidelis Leads contained serious defects that cause the leads to fracture, resulting in unnecessary shocks. Ultimately, these cases settled for over \$200 million on



behalf of thousands of injured claimants who participated in the settlement. The settlement included a seven-year claim period in which individuals who were registered to participate in the settlement could make a claim if their device failed or was removed within that time period for reasons related to the alleged defect.

***Medtronic, Inc. Implantable Defibrillators Products Liability Litig. (D. Minn.)***

Gustafson Gluek was appointed Co-Lead Counsel in this MDL representing individuals, who were implanted with certain implantable defibrillators manufactured by Medtronic, Inc. Plaintiffs alleged that these certain Medtronic's implantable cardioverter defibrillators (ICDs), and cardiac resynchronization therapy defibrillators (CRT-Ds) contained serious battery defects, which resulted in a recall of the products at issue. Plaintiffs alleged that Medtronic, Inc. knew about this defect, intentionally withheld important information from the FDA and the public and continued to sell the devices for implantation into patients facing life-threatening heart conditions. Gustafson Gluek, in its role as Co-Lead Counsel, helped secure a settlement of approximately \$100 million dollars for claimants who participated in the settlement.

## **INTELLECTUAL PROPERTY & PATENT MISUSE**

***Augmentin Litig. (E.D. Va.)***

Gustafson Gluek represented a class of direct purchasers of the pharmaceutical drug, Augmentin. Plaintiffs alleged that defendant GlaxoSmithKline violated the antitrust laws by unlawfully maintaining its monopoly over Augmentin and preventing the entry of generic equivalents. Gustafson Gluek helped recover \$62.5 million for the class.

***Dryer, et al., v. National Football League (D. Minn.)***

The U.S. District Court for the District of Minnesota appointed Gustafson Gluek Lead Settlement Counsel in *Dryer v. NFL*. In that capacity, Gustafson Gluek

represented a class of retired NFL players in protecting their rights to the use of their likenesses in marketing and advertising. Gustafson Gluek helped secure a settlement with the NFL that created unprecedented avenues of revenue generation for the class.

***In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig. (E.D.N.Y.)***

Gustafson Gluek represented a proposed class of End-Payor Plaintiffs in this antitrust class action. Plaintiffs alleged that defendant Allergan engaged in a multifaceted conspiracy to delay generic competition for its brand-name drug Restasis. Gustafson Gluek helped recover \$30 million for the class.

***Spine Solutions, Inc., et al. v. Medtronic Sofamore Danek, Inc., et al. (W.D. Tenn.)***

Gustafson Gluek was one of the counsel representing the plaintiff, Spine Solutions, Inc. and Synthes Spine So., L.P.P., in a patent litigation against Medtronic Sofamor Danek, Inc. and Medtronic Sofamor Donek, USA. The patent at issue in that case involved technology relating to spinal disc implants. This case went to trial in November 2008 and a jury verdict was returned in favor of our clients. The jury found willful infringements and awarded both lost profits and reasonable royalty damages to our clients.

***In re Wellbutrin SR Antitrust Litigation (E.D. Pa.)***

Gustafson Gluek played an integral role in this pharmaceutical class action. The firm represented direct purchasers of Wellbutrin SR, who alleged that defendant GlaxoSmithKline defrauded the U.S. Patent and Trademark Office and filed sham lawsuits against its competitors, which delayed the availability of the generic version of Wellbutrin SR to consumers. As a result of this delay, Plaintiffs alleged that they paid more for Wellbutrin SR than they would have if the generic version had been available to them. Gustafson Gluek was actively involved in the investigation, discovery, motion practice, and trial preparation for this case and served an essential role in the mediation that resulted in a \$49 million settlement to the direct purchasers.

## **APPELLATE ADVOCACY**

Gustafson Gluek has experienced, seasoned appellate advocates who can assist in getting the right result. Because Gustafson Gluek attorneys have tried complex cases to jury and bench verdicts, they understand how important the trial court is to a successful appeal.

Gustafson Gluek's appellate attorneys draw from many years of experience practicing before courts at every level of the state and federal system. They have successfully briefed and argued a variety of complex class and non-class cases and been called upon by peers to assist in the appellate process for their clients as well. In addition, they have frequently written briefs and appeared as amicus curiae (friend of the court) on behalf of several professional organizations.

Gustafson Gluek appellate attorneys are admitted to practice in the following appellate courts:

- First Circuit Court of Appeals
- Third Circuit Court of Appeals
- Fifth Circuit Court of Appeals
- Eighth Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Eleventh Circuit Court of Appeals
- Minnesota State Court of Appeals
- Minnesota Supreme Court
- United States Supreme Court

The following is a representative list of cases in which Gustafson Gluek attorneys argued before the Eighth Circuit include:

- *Bryant, et al. v. Medtronic, Inc., et al.*
- *Dryer, et al. v. National Football League*
- *Graves v. 3M Company*
- *Haddock v. LG Electronics USA, Inc.*
- *Rick, et al. v. Wyeth, Inc., et al.*
- *Karsjens, et al. v. Piper, et al.*
- *LaBrier v. State Farm Fire and Casualty Co.*
- *MN Senior Foundation, et al. v. United States, et al.*
- *Larson v. Ferrellgas Partners*
- *Smith v. Fairview Ridges Hospital*
- *Song v. Champion Pet Foods USA, Inc.*
- *Beaulieu v. State of Minnesota*

# Practice Areas and Current Cases

## ANTITRUST

Gustafson Gluek PLLC is devoted to the prosecution of antitrust violations. Gustafson Gluek attorneys have litigated antitrust cases in federal and state courts across the United States.

Federal and state antitrust laws are designed to protect and promote competition among businesses by prohibiting price fixing and other forms of anticompetitive conduct. Violations can range from straight forward agreements among competitors to raise prices above competitive prices to complicated schemes that affect relationships between different levels of a market.

Ongoing prosecution of these illegal schemes helps protect the average consumer from being forced to pay more than they should for everyday goods. Below are some representative antitrust cases that Gustafson Gluek is currently involved in:

### ***In re Broiler Chicken Antitrust Litigation (N.D. Ill.)***

Gustafson Gluek is part of the Co-Lead counsel team for class of commercial indirect purchasers such as restaurants. The case alleges chicken suppliers colluded to artificially restrict the supply and raise the price of chicken in the United States. As part of the Co-Lead counsel team, Gustafson Gluek helped defeat defendants' motion to dismiss and recently succeeded in getting the class certified. To date we have helped recover over \$100 million in settlements from seven defendants. This case is on-going.

### ***In re Crop Inputs Antitrust Litig. (E.D. Mo.)***

Gustafson Gluek is Co-Lead counsel representing a class of farmers alleging that manufacturers, wholesalers and retailers conspired to artificially increase and fix the price of crop inputs (e.g., seeds, fertilizers, pesticides) used by farmers.

### ***In re Deere & Company Repair Services Antitrust Litig. (N.D. Ill.)***

Gustafson Gluek has been appointed as Co-Lead counsel on behalf of a proposed class of farmers who purchased repair services from John Deere. Plaintiff alleges Deere monopolized the market for repair and diagnostic services for its agricultural equipment in order to inflate the price of these services.

### ***In re Dealer Management Systems Antitrust Litig. (N.D. Ill.)***

Gustafson Gluek has been appointed as a member of the Steering Committee representing a class of car dealerships. Plaintiffs allege that defendants unlawfully entered into an agreement that reduced competition and increased prices in the market for Dealer Management Systems (“DMS”) and data integration services related to DMS. Plaintiffs have reached a settlement with one defendant but continue to litigate against the remaining defendants.

### ***In re Disposable Contact Lens Antitrust Litig. (M.D. Fla.)***

Gustafson Gluek represents a class of individuals who purchased contact lenses made by Alcon, CooperVision, Bausch + Lomb, and Johnson & Johnson. Plaintiffs allege that these manufacturers unlawfully conspired to impose minimum resale price agreements on retailers, which restricts retailers' ability to lower prices to consumers. The class was certified, and Gustafson Gluek attorneys were members of the trial team. Ultimately the case settled with all the defendants and that settlement received final approval from the Court.

### ***In re Domestic Airline Travel Antitrust Litig. (D.D.C.)***

Gustafson Gluek is part of a team representing passengers of the airlines alleging antitrust violation against various airlines. The court denied defendants' motion to dismiss. Discovery has concluded and summary judgement motions have been submitted. There have been settlements with two of the defendants in this litigation to date.

### ***In re DPP Beef Litig. (D. Minn.)***

Gustafson Gluek has been appointed Co-Lead Counsel for a proposed class of direct purchasers of beef. Plaintiffs allege that Cargill JBS, Tyson and National Beef Packing Company conspired to fix and maintain the price of beef in violation of the federal antitrust laws resulting in supracompetitive prices for beef. This litigation is ongoing, but plaintiffs have reached a \$52.5 million settlement with one defendant.

### ***In re Generic Pharmaceuticals Pricing Antitrust Litig. (E.D. Pa.)***

Gustafson Gluek represents a class of Direct Purchaser Plaintiffs and is part of a team of law firms alleging anti-competitive conduct by more than twenty generic drug manufacturers with respect to more than 100 generic drugs, including drugs used to treat common and serious health conditions such as diabetes and high blood pressure. Cases have been brought on behalf of several distinct groups of plaintiffs, including Direct Purchaser Plaintiffs, Indirect Purchaser Plaintiffs, multiple individual plaintiffs, and the State AGs. There are currently more than a dozen separate cases related to various drugs, which have been organized into three groups for the purposes of case management. The court has denied the motion to dismiss, and discovery is ongoing.

### ***In re Google Digital Publisher Antitrust Litig. (N.D. Cal.)***

Gustafson Gluek has been appointed to the Leadership Committee representing a class of publishers who sold digital advertising space via Google. Plaintiffs allege that Google's anticompetitive monopolistic practices led to digital publishers being paid less for their advertising space than they otherwise would have been paid in a competitive market.

## CONSUMER PROTECTION

Gustafson Gluek PLLC has led class action lawsuits on behalf of consumers alleging consumer protection violations or deceptive trade practices. These cases involve claims related to the false marketing of life insurance, defective hardware in consumer computers, misleading air compressor labeling, and rental car overcharges. Below are some representative cases involving consumer protection claims that Gustafson Gluek is currently litigating:

### ***Champion PetFoods Litig. (multi-state actions)***

Gustafson Gluek represents consumers who purchased Orijen and/or Acana labels of Champion PetFoods' dog food. Plaintiffs have brought cases in several states, including Illinois, Washington, and Iowa alleging that Champion PetFoods makes misrepresentations and omissions on their packaging of these dog foods.

### ***In re Plum Baby Food Litig. (N.D. Cal.)***

Gustafson Gluek represents proposed nationwide classes of consumers that purchased Plum Organics baby food products. Plaintiffs allege that these baby foods were deceptively labeled, marketed, and sold because they contain undisclosed level of heavy metals and contaminants including lead, cadmium, mercury, arsenic, and perchlorate.

### ***In re: Nurture Baby Food Litig. (S.D.N.Y.)***

Gustafson Gluek represents proposed nationwide classes of consumers that purchased HappyBaby or HappyTots baby food products. Plaintiffs allege that these baby foods were deceptively labeled, marketed, and sold because they contain undisclosed level of heavy metals and contaminants including lead, cadmium, mercury, arsenic, and perchlorate.



***Broadway v. Kia America, Inc. (D. Minn.)***

Gustafson Gluek represents proposed nationwide classes of people who purchased certain models of Kia and Hyundai automobiles that lack an engine immobilizer which makes those vehicles unsafe and prone to theft.

***Salter, et al. v. PHH Mortgage Corp. (S.D. Fl.)***

Gustafson Gluek represents a proposed nationwide class of homeowners who were charged impermissible and improperly documented mortgage payoff fees.

***Gisairo, et al. v. Lenovo (United States) Inc. (D. Minn.)***

Gustafson Gluek represents proposed classes of consumers who purchased various Lenovo laptop computers. These computers suffer from a common hinge failure that renders the products partially or completely useless.

***Thelen, et al, v HP Inc. (D. Del.)***

Gustafson Gluek represents proposed classes of consumer who purchased various HP laptop computers. These computers suffer from a common hinge defect that renders the products partially or completely useless.

***Kevin Brnich Electric LLC, et al. v. Siemens Industry, Inc. (N.D. Ga.)***

Gustafson Gluek represents a proposed classes of electricians and consumers who purchased Siemens Ground Fault Circuit Interrupter products. These products are prone to premature nuisance faulting.

## CONSTITUTIONAL LITIGATION

Gustafson Gluek is devoted to the protection of the constitutional liberties of all individuals. The Firm has litigated several cases at the federal court level on matters involving civil commitment, police brutality, prisoner mistreatment and government misuse of private property. Below are some representative cases involving constitutional claims that Gustafson Gluek is currently litigating or has recently litigated:

### ***Doe v. Hanson et al. (Minn.)***

Gustafson Gluek represents a former juvenile resident of Minnesota Correctional Facility – Red Wing who alleges he was sexually assaulted by a staff member over the course of several years. Despite alleged knowledge of the risk of the abuse to the juvenile, the Correctional Facility did nothing to protect the juvenile. A settlement was reached in 2021, which included significant financial compensation for the victim, required additional training for the MCF-Red Wing staff, and 3 policy changes at MCF-Red Wing.

### ***Carr v. City of Robbinsdale (Minn.)***

Gustafson Gluek represented an individual whose car was seized by the Robbinsdale police. The client was a passenger in her car, when the driver was pulled over and arrested for driving under the influence. The officer seized the car pursuant to Minnesota's civil forfeiture statute. Gustafson Gluek filed a complaint challenging the constitutionality of the Minnesota civil forfeiture laws. However, prior to any meaningful litigation, the parties were able to settle the case.

### ***Khottavongsa v. City of Brooklyn Center (D. Minn.)***

Gustafson Gluek represented the family of a man killed by Brooklyn Center police in 2015. Gustafson Gluek brought section 1983 claims, alleging the officers used excessive force and ignored his medical needs, and that the City of Brooklyn Center failed to train and supervise the officers. Defendant's motion for summary judgment was largely defeated. The case settled prior to trial.

### ***Hall v. State of Minnesota (Minn.)***

Gustafson Gluek successfully litigated a case against the State of Minnesota regarding the State's Unclaimed Property Act. On behalf of plaintiffs, the Firm achieved a ruling that a portion of the State's Unclaimed Property Act was unconstitutional and, as a result, the statute was changed, and property returned to individuals.

### ***Karsjens, et al. v. Jesson, et al. (D. Minn.)***

Gustafson Gluek represents a class of Minnesota's civilly committed sex offenders on a pro bono basis through the Federal Bar Association's Pro Se Project. Gustafson Gluek has been litigating this case since 2012, alleging that Minnesota's civil commitment of sex offenders is unconstitutional and denies the due process rights of the class. After a six-week trial in February and March of 2015, Minnesota District Court Judge Donovan Frank found in favor of the class, ruling that the Minnesota Sex Offender Program (MSOP) is unconstitutional, and ordering that extensive changes be made to the program. That order was reversed on appeal. Gustafson Gluek continues to vigorously advocate for the class on the remaining claims and pursue a resolution that will provide constitutional protections to those civilly committed to the MSOP.

### ***Jihad v. Fabian (D. Minn.)***

Gustafson Gluek represented an individual bringing suit against the State of Minnesota, the Department of Corrections and others alleging violations of his religious rights relating to his incarcerations in the Minnesota Corrections Facility in Stillwater. Gustafson Gluek was able to secure a settlement for the plaintiff which involved a change in the Department of Corrections policy to provide plaintiff with halal-certified meals at the correction facilities.

### ***Samaha, et al. v. City of Minneapolis, et al. (D. Minn.)***

Gustafson Gluek is representing several peaceful protestors who were subject to excessive force at the George Floyd protests in May 2020. While peacefully protesting, the plaintiffs were subjected to tear gas, pepper spray and other violence. The case is a class action seeking declaratory and injunctive relief,

including a judgment that the City of Minneapolis has a custom, policy and practice of encouraging and allowing excessive force. The case is on-going.

***Wolk v. City of Brooklyn Center, et al. (D. Minn.)***

Gustafson Gluek is representing a peaceful protestor who was subject to excessive force at the Daunte Wright protests in April 2021. While peacefully protesting, the plaintiff was subjected to tear gas, pepper spray, and was shot by a rubber bullet. The case is on-going and seeks both damages and injunctive relief to change the policies of the law enforcement agencies that were involved.

## **DATA BREACH**

***In re Equifax Inc. Customer Data Security Breach Litig. (N.D. Ga.)***

Gustafson Gluek represented a class of individuals whose personal information was impacted as the result of the Equifax's deficient data security practices. Plaintiffs reached a settlement where Equifax agreed to pay \$380 million towards the fund for class benefits and an additional \$125 million for out-of-pocket losses in addition to credit monitoring and identity restoration services.

***Landwehr v. AOL Inc. (E.D. Va.)***

Gustafson Gluek served as class counsel in this lawsuit, alleging that AOL made available for download its members' search history data, which violated these AOL members' right to privacy under the Federal Electronic Communications Privacy Act. Plaintiffs reached a settlement with AOL that made \$5 million available to pay the claims of class members whose search data was made available for download by AOL.

***The Home Depot, Inc., Customer Data Security Breach Litig. (N.D. Ga.)***

Gustafson Gluek represented credit unions and a class of financial institutions whose card members' payment data was compromised as the result of Home

Depot's deficient data security practices. These financial institutions lost time and money responding to the data breach. Plaintiffs reached a settlement agreement with Home Depot for \$27.25 million for the class members.

***Greater Chautauqua Federal Credit Union v. Kmart Corporation (N.D. Ill.)***

Gustafson Gluek served on the court-appointed Plaintiffs' Steering Committee representing a class of financial institutions whose card members' payment data was compromised as a result of Kmart's deficient data security practices. These financial institutions lost time and money responding to the data breach. Plaintiffs reached a \$5.2 million settlement with K-Mart for the class.

***Experian Data Breach Litig. (C.D. Cal.)***

Gustafson Gluek represented a class of consumers whose personally identifiable information, including Social Security numbers and other highly-sensitive personal data, was compromised as the result of Experian's deficient data security practices. Many of these consumers lost time and money responding to the data breach, and they face an ongoing risk of identity theft, identity fraud, or other harm. Plaintiffs reached a \$22 million settlement and as a part of the settlement, defendants also agreed and have begun undertaking certain remedial measures and enhanced security measures, which they will continue to implement, valued at over \$11.7 million.

## SECURITIES

### ***St. Paul Travelers Securities Litig. I and II (D. Minn.)***

Gustafson Gluek served as liaison counsel in both of the St. Paul Travelers Securities Litigations. At issue in the cases were public statements as well as material omissions St. Paul Travelers made that negatively impacted the stock prices of the Company. On behalf of New Mexico State Funds, Gustafson Gluek worked to litigate the two separate class actions against St. Paul Travelers, resulting in multi-million-dollar settlements.

### ***Smith v. Questar Capital Corp., et al. (D. Minn.)***

Gustafson Gluek represented a class of investors who were defrauded in a Ponzi scheme by a brokerage firm that sold bonds to sustain an entity that had collapsed into bankruptcy. Gustafson Gluek helped recover \$3 million for the class of 125 investors.

## PRODUCT LIABILITY

Sometimes, consumers are injured by the products they purchase. Products liability is an area of law that seeks to hold manufacturers of products that have injured individuals responsible for the injuries their defective products caused.

These defective products range from medical devices to vehicles to diapers and many others. Gustafson Gluek PLLC represents consumers against the manufacturers of these defective products and has been able to achieve sizable recoveries on behalf of injured individuals. Below are some representative product liability cases that Gustafson Gluek is currently litigating:

### ***3M Co. Earplug Litig. (N.D. FL / D. Minn. / Minn. State Court)***

Gustafson Gluek represents civilians who purchased and used the 3M/Aero manufactured dual-sided earplugs for use in both job and recreational endeavors and who have since experienced hearing loss and tinnitus. Plaintiffs allege that the defendant failed to properly instruct plaintiffs on how to use these devices. Thus far, Plaintiffs in the Minnesota Litigation have successfully argued for the right to assert punitive damages and look forward to proving their assertions in an upcoming bellwether trial.

### ***In re FCA US LLC Monostable Electronic Gearshift Litig. (E.D. Mich.)***

Gustafson Gluek serves on the Plaintiffs' Steering Committee and represents individuals who owned or leased 2012-2014 Dodge Chargers, 2014-2015 Chrysler 300s, and 2014-2015 Jeep Grand Cherokees. Plaintiffs allege that these vehicles contain defective gearshifts, which allow vehicles to roll away out of the park position. Issue classes have been conditionally certified.

### ***Krautkramer et al., v. Yamaha Motor Corporation, U.S.A. (D. Minn.)***

Gustafson Gluek represents a proposed class of individuals who own or lease a range of Yamaha off-road vehicles. Plaintiffs allege that these vehicles are subject to overheating and engine failure due to a defect in the vehicle engines.

***Mackie et al v. American Honda Motor Co., Inc. et al. (D. Minn.)***

Gustafson Gluek represents a proposed class of consumers who purchased or leased 2019-2021 Honda CR-V and Civic vehicles and 2018-2021 Accord vehicles equipped with "Earth Dreams" 1.5L direct injection engines. Plaintiffs allege that these vehicles contain an engine defect which causes fuel contamination of the engine oil resulting in oil dilution, decreased oil viscosity, premature wear and ultimate failure of the engines, engine bearings, and other internal engine components, and an increased cost of maintenance.

***Reynolds, et al., v. FCA US, LLC (E.D. Mich.)***

Gustafson Gluek represents a proposed class of individuals who owned or leased 2018-2020 Jeep Wrangler and 2020 Jeep Gladiator vehicles. Plaintiffs allege that these vehicles contain a defective front axle suspension system that causes the steering wheel to shake violently while operating at highway speeds.

***Rice v. Electrolux Home Prod., Inc. (M.D. Pa.); Gorczynski v. Electrolux Home Products, Inc. (D.N.J.)***

Gustafson Gluek represents classes of individuals who own an Electrolux microwave with stainless-steel handles. Plaintiffs in these cases allege that these certain microwaves, which were sold to be placed over a cooktop surface, have stainless steel handles that can heat to unsafe temperatures when the cooktop below is in use.

***Woronko v. General Motors, LLC (E.D. Mich.)***

Gustafson Gluek represents a proposed class of individuals who owned or leased 2015-2016 Chevrolet Colorado and GMC Canyon vehicles. Plaintiffs allege that these vehicles are equipped with a defective electrical connection that causes the vehicles to lose power steering while driving under a variety of conditions. This case is in the initial pleading stage.



## INTELLECTUAL PROPERTY & PATENT MISUSE

### ***Augmentin Litig. (E.D. Va.)***

Gustafson Gluek represented a class of direct purchasers of the pharmaceutical drug, Augmentin. Plaintiffs alleged that defendant GlaxoSmithKline violated the antitrust laws by unlawfully maintaining its monopoly over Augmentin and preventing the entry of generic equivalents. Gustafson Gluek helped recover \$62.5 million for the class.

### ***Dryer, et al., v. National Football League (D. Minn.)***

The U.S. District Court for the District of Minnesota appointed Gustafson Gluek Lead Settlement Counsel in *Dryer v. NFL*. In that capacity, Gustafson Gluek represented a class of retired NFL players in protecting their rights to the use of their likenesses in marketing and advertising. Gustafson Gluek helped secure a settlement with the NFL that created unprecedented avenues of revenue generation for the class.

### ***In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig. (E.D.N.Y.)***

Gustafson Gluek represented a proposed class of End-Payor Plaintiffs in this antitrust class action. Plaintiffs alleged that defendant Allergan engaged in a multifaceted conspiracy to delay generic competition for its brand-name drug Restasis. Gustafson Gluek helped recover \$30 million for the class.

### ***Spine Solutions, Inc., et al. v. Medtronic Sofamore Danek, Inc., et al. (W.D. Tenn.)***

Gustafson Gluek was one of the counsel representing the plaintiff, Spine Solutions, Inc. and Synthes Spine So., L.P.P., in a patent litigation against Medtronic Sofamor Danek, Inc. and Medtronic Sofamor Donek, USA. The patent at issue in that case involved technology relating to spinal disc implants. This case went to trial in November 2008 and a jury verdict was returned in favor of our clients. The jury found willful infringements and awarded both lost profits and reasonable royalty damages to our clients.

### ***In re Wellbutrin SR Antitrust Litigation (E.D. Pa.)***

Gustafson Gluek played an integral role in this pharmaceutical class action. The firm represented direct purchasers of Wellbutrin SR, who alleged that defendant GlaxoSmithKline defrauded the U.S. Patent and Trademark Office and filed sham lawsuits against its competitors, which delayed the availability of the generic version of Wellbutrin SR to consumers. As a result of this delay, Plaintiffs alleged that they paid more for Wellbutrin SR than they would have if the generic version had been available to them. Gustafson Gluek was actively involved in the investigation, discovery, motion practice, and trial preparation for this case and served an essential role in the mediation that resulted in a \$49 million settlement to the direct purchasers.

## Pro Bono & Community

Gustafson Gluek recognizes that those who provide legal services are in a unique position to assist others. The Firm and its members strongly believe in giving back to the community by providing legal services to those in need. The law can make an immense difference in an individual's life; however, effectively navigating the legal system is not an easy task. Providing pro bono legal services promotes access to justice, by giving counsel to those who otherwise would not have it.

In keeping with this commitment to providing representation to those who otherwise do not have access to representation, Dan Gustafson was one of four lawyers who helped develop and implement the Minnesota *Pro Se* Project for the Minnesota Chapter of the Federal Bar Association. Because the Federal Bar Association did not have funding for the project, Gustafson Gluek volunteered to administer the Project during its inaugural year, starting in May 2009, devoting extensive resources to matching pro se litigants with volunteer counsel. In 2010, Chief Judge Michael Davis of the District of Minnesota awarded Dan Gustafson a Distinguished Pro Bono Service Award for "rising to the Court's challenge of bringing the idea of the *Pro Se* Project to fruition and nurturing the Project into its current form." Gustafson Gluek has continued representing clients through the *Pro Se* Project since that time.

## **Gustafson Gluek Supports the Following Volunteer Organizations**

- American Antitrust Institute
- The American Constitutional Society
- Association of Legal Administrators
- Children's Law Center
- Cookie Cart
- COSAL
- Division of Indian Work
- Domestic Abuse Project
- Farmers Union Foundation
- Federal Bar Association
- Federal *Pro Se* Project
- Great North Innocence Project
- Greater Minneapolis Crisis Nursery
- Hennepin County Bar Association
- Innocence Project of MN
- Infinity Project
- Minneapolis Jewish Foundation
- Minnesota Hispanic Bar Association
- Minnesota Paralegal Association
- Minnesota State Bar Association
- Minnesota Women Lawyers
- MN Chapter of the Federal Bar Association
- Page Education Foundation
- Project Hope
- Southern MN Regional Legal Services
- The Fund For Legal Aid Society
- Volunteer Lawyers Network

## **OUR PROFESSIONALS**

## DANIEL E. GUSTAFSON

Daniel E. Gustafson is a founding member of Gustafson Gluek PLLC. Mr. Gustafson has dedicated his career to helping individuals and small businesses litigate against large corporations for various antitrust, product defect or consumer fraud violations. He has also strived to use his legal skills to represent those who cannot otherwise afford a lawyer. Mr. Gustafson served as an appointed public defender in federal court, he was involved in helping develop the Federal Bar Association's *Pro Se* Project, which coordinates volunteer representation for *pro se* litigants, and he has spent thousands of hours representing individuals on a pro bono basis. In 2019, he was given a lifetime achievement award by the Minnesota Federal Bar Association for his work on the *Pro Se* Project.



Mr. Gustafson is admitted to practice in the United States District Court for the District of Minnesota, the United States District Court for the District of North Dakota, the United States District Court for the Eastern District of Michigan, the United States District Court for the Western District of Michigan, the United States District Court for the Eastern District of Wisconsin, the United States Courts of Appeals for the First, Third, Fifth, Sixth, Eighth and Eleventh Circuits, the Minnesota Supreme Court and in the United States Supreme Court.

Mr. Gustafson was an adjunct professor at the University of Minnesota Law School for many years, teaching a seminar long course on the "Fundamentals of Pretrial Litigation."

Mr. Gustafson is a past president of the Federal Bar Association, Minnesota Chapter (2002-2003) and served in various capacities in the Federal Bar Association over the last several years. He was the Vice-Chair of the 2003 Eighth Circuit Judicial Conference held during July 2003 in Minneapolis (Judge Diana E.

Murphy was the Chair of the Conference). He is a member of the Hennepin County, Minnesota, Federal, and American Bar Associations.

In September 2011, Mr. Gustafson testified before the House Committee on the Judiciary, Subcommittee on Intellectual Property, Competition and the Internet regarding the proposed merger between Express Scripts and Medco. Mr. Gustafson also testified before the United States Congressional Commission on Antitrust Modernization in June 2005. In addition to congressional testimonies, Mr. Gustafson has authored or presented numerous seminars and continuing legal education pieces on various topics related to class action litigation, antitrust, consumer protection or legal advocacy.

Mr. Gustafson served as a law clerk to the Honorable Diana E. Murphy, United States District Judge for the District of Minnesota (1989-91). Following his judicial clerkship, Mr. Gustafson worked in the fields of antitrust and consumer protection class action litigation. In May 2003, Mr. Gustafson formed Gustafson Gluek PLLC where he continues to practice antitrust and consumer protection class action law.

Mr. Gustafson has been actively involved in many cases, in which he, or the Firm, has been named Lead Counsel, Co-Lead Counsel, Co-Lead Trial Counsel, or Settlement Counsel, including:

- *In re DPP Beef Antitrust Litig.* (D. Minn.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *3M Earplugs Litig.* (Minn.)
- *In re Syngenta Litig.* (Minn.)
- *In re Broiler Chicken Antitrust Litig.* (N. D. Ill)
- *In re Surescripts Antitrust Litig.* (N.D. Ill.)
- *In re Medtronic, Inc. Sprint Fidelis Liability Litig.* (D. Minn.)
- *Precision Assocs. Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y)
- *In re Medtronic, Inc. Implantable Defibrillators Liability Litig.* (D. Minn.)
- *In re Vitamin C Antitrust Litig.* (E.D.N.Y.)
- *In re DRAM Antitrust Litig.* (N.D. Cal.)

- *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.)
- *Karsjens v. Jesson* (D. Minn.)
- *Synthes USA, LLC v. Spinal Kinetics* (N.D. Cal.)
- *KBA-Giori, North America, Inc., v. Muhlbauer, Inc.* (E.D. Va.)
- *Spine Solutions, Inc. v. Medtronic Sofamor Danek, Inc.* (W.D. Tenn.)
- *Dryer v. National Football League* (D. Minn.)

## **Additional Background Information**

### **Education:**

- Juris Doctorate (1989)
  - University of Minnesota Law School
- Bachelor of Arts (1986)
  - University of North Dakota

### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota
- U.S. Court of Appeals for the First, Second, Third, Fifth, Sixth, Eighth, Tenth and Eleventh Circuits
- U.S. Supreme Court

### **Recognition:**

- Lifetime Achievement Award from the District of Minnesota Bar (2019)
- Selected by *Super Lawyers* as a Minnesota "Super Lawyer" (2001 - 2022)
- Selected by *Minnesota Lawyer* as Attorney of the Year (2010, 2013, 2017)
- Ranked in the "Top 100 Minnesota Lawyers" by *Super Lawyer* (2012-2021)
- MSBA North Star Lawyer (2012, 2013, 2015, 2018, 2020)
- American Antitrust Institute Meritorious Service Award (2014)
- Director of The Fund for Legal Aid Board (2014-2018)
- Infinity Project Board Member (2015)
- MWL President's Leadership Circle (2013-2014)
- UST School of Law Mentor (2014-2015)
- AAI Annual Private Enforcement Award and Conference Committee Member (2014- 2016)
- Richard S. Arnold Award for Distinguished Service (2021)



## KARLA M. GLUEK

Karla M. Gluek is a founding member of Gustafson Gluek PLLC. Ms. Gluek has been practicing in the areas of antitrust and consumer protection class action litigation since 1995, following her clerkship to the Honorable Gary Larson, District Judge, Fourth Judicial District of Minnesota. Ms. Gluek has spent her career representing individuals and small businesses against large corporation for various antitrust, product defect or consumer fraud violations.



In May 2003, Ms. Gluek joined Mr. Gustafson in forming Gustafson Gluek PLLC. In 2020, Ms. Gluek was elected as the Firm Manager for Gustafson Gluek, becoming the first woman to serve in that position at the Firm.

Throughout her law career, Ms. Gluek has also spent thousands of hours representing individuals on a pro bono basis as part of her commitment to justice for all. She has served as a volunteer attorney for the Minnesota Federal Bar Association's Federal *Pro Se* Project.

Ms. Gluek is admitted to practice in the United States District Court for the District of Minnesota and the Eighth Circuit Court of Appeals. She is a member of the Hennepin County, Minnesota, and Federal Bar Associations. Ms. Gluek is also an active member of the Minnesota Women's Lawyers. Ms. Gluek is a Board Member for the Fund for Legal Aid for the Mid-Minnesota Legal Aid.

She has been recognized several times as a North Star Lawyer for providing at least 50 hours of pro bono legal services in a calendar year to individuals with need. She has assisted in the representation of *pro se* litigants through the Federal Bar Association's *Pro Se* Project in addition to those referred to Gustafson Gluek by other sources. She was part of the team at Gustafson Gluek that represented a class of civilly committed sex offenders challenging the

constitutionality of Minnesota's commitment statutes in *Karsjens et al v. Jesson* (D. Minn.).

Ms. Gluek has been designated as a Minnesota "Super Lawyer" from 2011-2021 and has twice been selected as one of *Minnesota Lawyer's* Attorneys of the Year.

Ms. Gluek has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *Hogan v. Amazon, Inc.* (N.D. Ill.)
- *3M Company Earplugs Litig.* (Minn.)
- *In re Plum Baby Food Litig.* (N.D. Cal.)
- *In re Gerber Co. Heavy Metals Baby Food Litig.* (E.D. Va.)
- *In re Nurture Baby Food Litig.* (S.D.N.Y.)
- *In re Syngenta Litig.* (Minn.)
- *In re Medtronic, Inc. Sprint Fidelis Liability Litig.* (D. Minn.)
- *In re Medtronic, Inc. Implantable Defibrillators Liability Litig.* (D. Minn.)
- *Karsjens v. Jesson* (D. Minn.)
- *Synthes USA, LLC v. Spinal Kinetics* (N.D. Cal.)
- *KBA-Giori, North America, Inc., v. Muhlbauer, Inc.* (E.D. Va.)
- *Spine Solutions, Inc. v. Medtronic Sofamor Danek, Inc.* (W.D. Tenn.)
- *Dryer v. National Football League* (D. Minn.)
- *In re Asacol Antitrust Litig.* (D. Mass.)
- *In re Wellbutrin SR/Zyban Direct Purchaser Antitrust Litig.* (E.D. Pa.)
- *Reitman v. Champion Petfoods* (C.D. Cal.)
- *Weaver v. Champion Petfoods* (E.D. Wis.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor (JD)
  - William Mitchell College of Law
    - *cum laude*, J.D. (1993)

- Bachelor of Arts (BA)
  - University of St. Thomas (1990)

**Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

**Recognition:**

- Selected by *Super Lawyers* as a Minnesota “Super Lawyer” (2011 – 2022)
- Selected by *Minnesota Lawyer* as an Attorney of the Year (2014, 2017)
- MSBA North Star Lawyer (2012, 2013, 2015, 2018, 2020)

## **ABOUT B. AMARA, JR.**

Mr. Amara joined Gustafson Gluek PLLC as an associate in August 2021, after clerking for Associate Justice Anne K. McKeig and Associate Justice Paul C. Thissen of the Minnesota Supreme Court. As an associate at the Firm, Mr. Amara will be representing individuals and small businesses alleging antitrust, consumer, civil rights, and constitutional, and financial securities violations in both state and federal court. Before clerking on the Minnesota Supreme Court, Mr. Amara was an associate attorney at a well-respected Minneapolis law firm.



During law school, Mr. Amara was a two-time National Moot Court individual champion—earning the “Best Oralist” award at both the 2018 William E. McGee National Moot Court Competition on Civil Rights and the 2019 Evan A. Evans National Moot Court Competition on Constitutional Law. Mr. Amara was also elected by his law school classmates to serve as commencement speaker.

Before law school, Mr. Amara had an extensive career in the legislative and political arena, including serving as a top aide to the Minnesota Speaker of the House, Minnesota Secretary of State, and frequent TV/radio commentator and analyst on Minnesota politics and public affairs.

In 2015, Mr. Amara was named to Twin Cities Business Magazine’s “100 Minnesotans to Know” list for his impact in the public affairs arena and honored as a Minnesota “Shaper of the Future” by the publication.

Mr. Amara currently serves on the board of MicroGrants, a nonprofit dedicated to providing \$1,000 grants to low-income people pursuing potential to invest in their lives, and is a member of the leadership team of the Minnesota Association of Black Lawyers, serving as the organization’s Vice-President. Mr. Amara has been elected to serve as Co-Chair of the Minnesota Chapter of the Federal Bar Association’s New Lawyer Committee for the next year.

Mr. Amara has worked on several cases in which Gustafson Gluek is, or has been appointed to leadership positions or been actively involved, including:

- *In re DPP Beef Litig.* (D. Minn.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *Roamingwood Sewer v. National Diversified Sales, Inc.* (M.D. Pa.)
- *Mortgage Refinancing* (N.C. Cal.)
- *Oil and Gas Litig.* (Investigating)

### **Additional Background Information**

#### **Education:**

- Juris Doctor
  - University of St. Thomas
- Master of Public Policy
  - University of Minnesota
    - Hubert H. Humphrey School of Public Affairs
- Bachelor of Arts (BA)
  - University of Wisconsin-Eau Claire

#### **Court Admissions:**

- Minnesota Supreme Court (Minn.)
- United States District Court for the District of Minnesota (D. Minn.)

#### **Recognition:**

- Named Outstanding New Lawyer of the Year by the Minnesota State Bar Association (2022)
- Selected by *Minnesota Lawyers* as an “Up and Coming Attorney of the Year” (2022)

## AMANDA M. WILLIAMS

Amanda M. Williams is a member of Gustafson Gluek PLLC. Ms. Williams joined the Firm in 2005, following her clerkship with the Honorable Gordon W. Shumaker, Minnesota Court of Appeals. Since then, she has been actively litigating consumer protection, product liability, and antitrust class actions.



Ms. Williams is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

Ms. Williams is an active member of Minnesota Women Lawyers and is former chair of the Law School Scholarship Committee. She currently serves on the Board of the Infinity project, which is an organization whose mission is to increase the gender diversity of the state and federal bench to ensure the quality of justice in the Eighth Circuit.

She serves as a volunteer attorney for the Minnesota Federal Bar Association's Federal *Pro Se* Project and is a recipient of the Minnesota chapter of the Federal Bar Association's 2011 Distinguished *Pro Bono* Service award.

Ms. Williams has been recognized as a "Rising Star" from 2014-2019 by *Super Lawyers* and was selected as one of *Minnesota Lawyer's* Attorneys of the Year in 2017. Ms. Williams was also designated as a Minnesota "Super Lawyer" by *Super Lawyer* in 2021.

Ms. Williams has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or actively involved including:

- *In re Medtronic, Inc., Implantable Defibrillators Prod. Liab. Litig.* (D. Minn.)

- *In re Syngenta Litig.* (Minn.)
- *In re Asacol Antitrust Litig.* (D. Mass.)
- *Ciofoletti et al. v. Securian Financial Group, Inc.* (D. Minn.)
- *Reed, et al. v. Advocate Health Care, et al.* (N.D. Ill.)
- *3M Company Earplugs Litig.* (Minn.)
- *In re Medtronic Inc. Sprint Fidelis Leads Prod. Liab. Litig.* (D. Minn.)
- *Karsjens et al v. Jesson* (D. Minn.)
- *St. Jude (Pinsonneault v. St. Jude Medical, Inc., et al.* (D. Minn.); *Houlettev. St. Jude Medical Inc., et al.* (D. Minn.); *Rouse v. St. Jude Medical, Inc., et al.* (D. Minn.))
- *American Home Realty Network (Regional Multiple Listing Service of Minnesota, Inc., d/b/a NorthstarMLS v. American Home Realty Network, Inc.,* (D. Minn.); *Metropolitan Regional Information Systems, Inc., v. American Home Realty Network, Inc.* (D. Md.); *Preferred Carolinas Realty, Inc., v. American Home Realty Network, Inc., d/b/a Neighborcity.com* (M.D.N.C.))

### **Additional Background Information**

#### **Education:**

- Juris Doctor (2004)
  - University of Minnesota Law School
    - Jessup International Law Moot Court
    - Comparative international law program in Greece
- Bachelor of Arts (2001)
  - Gustavus Adolphus College
    - *Magna cum laude*
    - *Phi Beta Kappa*

#### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

#### **Recognition:**

- Selected by *Super Lawyers* as a Minnesota “Super Lawyer” (2021-2022)
- Selected by *Super Lawyers* as a Minnesota “Rising Star” (2013 – 2019)
- Selected by *Minnesota Lawyer* as an Attorney of the Year (2017)
- MSBA North Star Lawyer (2015)
- Minnesota District Court’s Distinguished Pro Bono Service Award (2011)

## BAILEY TWYMAN-METZGER

Bailey Twyman-Metzger joined Gustafson Gluek in March 2023 after working as an attorney editor at Thomson Reuters, where she was actively involved in pro bono work. Prior to her work at Thomson Reuters, Bailey was a Robina Post-Graduate Fellow at the Advocates for Human Rights.



Upon joining Gustafson Gluek, Bailey will be practicing in the areas of consumer protection and antitrust litigation, where she will be representing individuals and small businesses in both federal and state court. Bailey is an active member of the Minnesota Lavender Bar Association.

Bailey is a 2015 graduate of Miami University with a B.A. in History and Women, Gender, and Sexuality Studies, and a minor in Art History, and a 2018 cum laude graduate of the University of Minnesota Law School. While in law school, Bailey was a staffer and Lead Symposium Editor for the Minnesota Journal of Law & Inequality. Bailey was also a student attorney and director for the University of Minnesota Human Rights Litigation and International Legal Advocacy Clinic.

### Additional Background Information

#### Education:

- Juris Doctor (2018)
  - University of Minnesota Law School
    - Lead Symposium Editor, Minnesota Journal of Law & Inequality
- Bachelor of Arts (2015)
  - Miami University

#### Court Admissions:

- Minnesota Supreme Court



## CATHERINE K. SMITH

Catherine Sung-Yun K. Smith is a member of Gustafson Gluek PLLC. Since joining the Firm in 2007, Ms. Smith has been practicing in the area of complex antitrust and consumer protection litigation, particularly cases involving foreign entities. Ms. Smith is fluent in Korean and English and also has basic language skills in German, Japanese, and Chinese.



Ms. Smith has been serving on the Antitrust Enforcement Award Judging Committee for the American Antitrust Institute since 2015-2021. Ms. Smith was selected as a Minnesota “Rising Star” from 2013-2016 by *Super Lawyers*. She is an active member of Minnesota Women Lawyers and the Federal Bar Association focusing on issues of diversity.

Ms. Smith has represented many *pro se* litigants through the Federal Bar Association’s *Pro Se* Project in addition to those referred to Gustafson Gluek by other sources and received the Distinguished Pro Bono Service Award in 2010 for her efforts.

She is a graduate of Korea University (B.A. 2000) and a graduate of University of Minnesota Law School (J.D. 2005). Ms. Smith is admitted to the New York Bar, Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

Ms. Smith has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *In re Nurture Baby Food Litig.* (S.D.N.Y.)
- *In re Gerber Co. Heavy Metals Baby Food Litig.* (E.D. Va.)
- *In re Plum Baby Food Litig.* (N.D. Cal.)
- *Thomas et al v. Beech-Nut Nutrition Company* (N.D.N.Y)

- *Baldwin et al v. Miracle-Ear, Inc.* (D. Minn.)
- *In re Hard Disk Drive Suspension Assemblies Antitrust Litig.* (N.D. Cal.)
- *In re Cathode Ray Tube (CRT) Antitrust Litig.* (N.D. Cal.)
- *Fuentes et al. v. Jiffy Lube International, Inc.* (E.D. Pa)
- *In re Juul Labs, Inc., Antitrust Litig.* (N.D. Cal.)
- *In re Lithium Ion Batteries Antitrust Litig.* (N.D. Cal.)
- *In re Dealer Management Systems Antitrust Litig.* (N.D. Ill.)*In re Optical Disk Drive Products Antitrust Litig.* (N.D. Cal.)
- *In re TFT-LCD (Flat Panel) Antitrust Litig.* (N.D. Cal.)
- *In re Remicade Antitrust Litig.* (E.D. Pa.)
- *Fath et al. v. Honda North America, Inc.* (D. Minn.)
- *Penrod et al. v. K&N Engineering, Inc.* (D. Minn.)
- *Frost et al. v. LG Corp., et al.* (N.D. Cal.)
- *In re Railway Industry Employee No-Poach Antitrust Litig.* (W.D. Pa.)
- *In re Korean Air Lines Co. Ltd. Antitrust Litig.* (C.D. Cal.)
- *In re Automotive Parts Antitrust Litig.* (E.D. Mich.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor (2005)
  - University of Minnesota Law School
    - Director of the Civil Practice Clinic
    - Director of William E. McGee National Civil Rights Moot Court Competition
    - Participant in the Maynard Pirsig Moot Court
- Bachelor of Arts (2000)
  - Korea University

#### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota
- Appellate Division of the New York State Supreme Court
- U.S. District Court for the Northern District of New York

#### **Recognition:**

- Selected by *Super Lawyers* as a Minnesota “Super Lawyer” (2022)
- Selected by *Super Lawyers* as a Minnesota “Rising Star” (2013 – 2016)
- Minnesota District Court’s Distinguished Pro Bono Service Award (2010)

## DANIEL C. HEDLUND

Daniel C. Hedlund is a member of Gustafson Gluek PLLC, having joined the Firm in 2006. Throughout his legal career, Mr. Hedlund has practiced in the areas of antitrust, securities fraud, and consumer protection, and, in 2021, Mr.



Hedlund was appointed Co-Chair the Firm's antitrust litigation team.

Mr. Hedlund is admitted to practice in the United States District Court for the District of Minnesota, the Eighth Circuit Court of Appeals, the Second Circuit Court of Appeals, and in Minnesota State Court. He is a member of the Federal, American, Minnesota, and Hennepin County Bar associations. Mr. Hedlund is active in the Minnesota Chapter of the Federal Bar Association (FBA), recently completing a term as President for the Minnesota chapter of the FBA. He has previously served in several roles for the Minnesota Chapter including: Co-Vice President for the Eighth Circuit, Legal Education; Co-Vice President, Special Events; Co-Vice President, Monthly Meetings; Secretary; and Liaison between the FBA and the Minnesota State Bar Association. He recently served as Chairman for the Antitrust Section of the Minnesota State Bar Association (MSBA), Secretary for the MSBA Consumer Litigation Section, and is past President of the Committee to Support Antitrust Laws.

In addition to presenting at numerous CLEs, Mr. Hedlund has testified multiple times before the Minnesota legislature on competition law, and before the Federal Rules Committee.

From 2013-2021, he has been designated as a Minnesota "Super Lawyer," in the field of antitrust law. He was also ranked in the Top 100 Minnesota Lawyers by *Super Lawyers* in 2015 and 2017-2021. Mr. Hedlund has served as a volunteer attorney for the Minnesota Federal Bar Association's Federal *Pro Se* Project and

is the recipient of the Minnesota District Court's Distinguished *Pro Bono* Service Award in 2011.

Mr. Hedlund served as a law clerk on the Minnesota Court of Appeals (1997) and in the Fourth Judicial District of Minnesota (1995-1996).

Mr. Hedlund has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *In re Beef DPP Antitrust Litig.* (D. Minn.)
- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In re Interior Molded Doors Indirect Purchaser Antitrust Litig.* (E.D. Va.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *In re Deere & Company Repair Services Antitrust Litig.* (N.D. Ill.)
- *Bhatia v. 3M Co.* (D. Minn.)
- *In re Dealer Management Systems Antitrust Litig.* (N.D. Ill.)
- *Kleen Prods. v. Intl. Paper (Containerboard Antitrust Litig.)* (N.D. Ill.)
- *In re CenturyLink Sales Practices and Securities Litig.* (D. Minn.)
- *Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y.)
- *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.)
- *In re Vitamin C Antitrust Litig.* (E.D.N.Y.)
- *In re Blue Cross Blue Shield Antitrust Litig.* (N.D. Ala.)
- *In re DRAM Antitrust Litig.*

### **Additional Background Information**

#### **Education:**

- Juris Doctor (1995)
  - University of Minnesota Law School
    - Note and Comment Editor:  
Minnesota Journal of Global Trade
- Bachelor of Arts (1989)
  - Carleton College

#### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

**Recognition:**

- Selected by *Super Lawyers* as a Minnesota “Super Lawyer” (2013 – 2022)
- Ranked in Top 100 Minnesota Lawyers by *Super Lawyers* (2015, 2017 – 2021)
- Minnesota District Court’s Distinguished Pro Bono Service Award (2011)
- Recipient of the Federal Bar Association’s John T. Stewart, Jr. Memorial Fund Writing Award (1994)

**Publications:**

- Co-Authored “Plaintiff Overview” in *Private Antitrust Litigation 2015 – Getting the Deal Through*
- Contributor to *Concurrent Antitrust Criminal and Civil Procedure 2013 – American Bar Association*

## DANIEL J. NORDIN

Daniel J. Nordin joined Gustafson Gluek PLLC as an associate in 2011 after graduating from the University of Minnesota law school. Since joining the Firm, he has practiced in the areas of antitrust and consumer protection, representing primarily small businesses and individuals bringing claims against large corporations. Mr. Nordin became a member of Gustafson Gluek in 2019.



In addition to his day-to-day practice, Mr. Nordin has represented several individuals through the Minnesota Federal Bar's *Pro Se* Project, a program that matches pro se litigants with pro bono attorneys.

Mr. Nordin is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota. He is also a member of the Federal Bar Association and the Minnesota Bar Association.

In law school, Mr. Nordin was a Managing Editor on the *Minnesota Journal of Law, Science & Technology*. He also volunteered as a Tenant Advocate with HOME Line, a nonprofit tenant advocacy organization, through the University of Minnesota Law School's Public Interest Clinic.

Mr. Nordin has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *Google Digital Publisher Antitrust Litig.* (S.D.N.Y.)
- *In re Crop Inputs Antitrust Litig.* (E.D. Mo.)
- *Jones v. Varsity Brands, LLC* (W.D. Tenn.)
- *In re Hard Disk Drive Suspension Assemblies Antitrust Litig.* (N.D. Cal.)
- *In re Surescripts Antitrust Litigation* (N.D. Ill.)
- *In re FICO Antitrust Litig.* (N.D. Ala.)

- *In re Blue Cross Blue Shield Antitrust Litig.* (N.D. Ala.)
- *In re Dealer Management Systems Antitrust Litig.* (N.D. Ill.)
- *In re Packaged Seafood Products Antitrust Litig.* (S.D. Cal.)
- *In re Resistors Antitrust Litig.* (N.D. Cal.)
- *The Shane Group, Inc., et al., vs. Blue Cross Blue Shield of Michigan* (E.D. Mich.)
- *In re Parking Heaters Antitrust Litig.* (E.D.N.Y.)
- *In re Drywall Antitrust Litig.* (E.D. Pa.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor (2011)
  - University of Minnesota Law School
    - Magna cum laude
    - Managing Editor: Minnesota Journal of Law Science & Technology
- Bachelor of Arts (2007)
  - University of Minnesota
    - with distinction

#### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota
- U.S. District Court for the Eastern District of Michigan

#### **Recognition:**

- Selected by *Super Lawyers* as a Minnesota “Rising Star” (2018 – 2022)
- MSBA North Star Lawyer (2020)

## DAVID A. GOODWIN

David A. Goodwin is a member of Gustafson Gluek PLLC. When Mr. Goodwin joined the Firm in 2008, he began practicing in the areas of antitrust, securities and consumer protection. Since then, he has represented many small businesses and individuals in litigating their claims against some of the largest companies in the world.



In addition, Mr. Goodwin has served as counsel to many individuals on a pro bono basis through his work with the Minnesota Federal Court's *Pro Se* Project, which matches pro se litigants with pro bono attorneys. Through the *Pro Se* Project, Mr. Goodwin has represented individuals in bringing employment claims, constitutional claims and other civil claims that might otherwise not have been heard.

Mr. Goodwin is admitted to practice in the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

Mr. Goodwin is active in the Federal Bar Association on the national level as well as with the Minnesota Chapter. He has served as a National Director of the FBA. He is also a past Chair of the Younger Lawyers Division. Currently, he is an Eighth Circuit Vice President. David is also a Director of the Minnesota Chapter of the FBA, where he serves as the FBA Liaison for the *Pro Se* Project. Mr. Goodwin is also active with the Minnesota State Bar Association, where he has served as a Co-Chair of the Consumer Litigation Section.

Mr. Goodwin is currently or has recently worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or actively involved including:



- *Kevin Brnich Electric LLC et al. v. Siemens Industry Inc.* (N.D. Ga.)
- *In Re: Group Health Plan Litig.* (D. Minn.)
- *Crowell, et al. v. FCA US, LLC* (D. De.)
- *In Re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation* (C.D. Ca.)
- *Thelen, et al., v. HP, Inc.* (D. De.)
- *Salinas, et al., v. Block, Inc., et al.,* (N.D. Ca.)
- *Hogan v. Amazon, Inc.* (N.D. Ill.)
- *Krukas et al. v. AARP, Inc., et al.* (D.D.C.)
- *FCA US LLC Monostable Electronic Gearshifts Litig.* (E.D. Mich.)
- *Krautkramer v. Yamaha Motor Corporation, USA* (D. Minn.)
- *Reynolds, et al., v. FCA US, LLC* (E.D. Mi.)
- *Gisairo v. Lenovo (United States) Inc.* (D. Minn.)
- *Kottemann Orthodontics, P.L.L.C. v. Delta Dental Plans Association, et al.* (D. Minn.)
- *In re: Dealer Management Systems Antitrust Litig.* (N.D. Ill.)
- *Karsjens et al. v. Harpstead, et al.* (D. Minn.)
- *Phillips v. Caliber Home Loans* (D. Minn.)
- *Woronko v. General Motors, LLC* (E.D. Mich.)
- *Dryer et al. v. National Football League* (D. Minn.)
- *National Hockey League Players' Concussion Injury Litig.* (D. Minn.)
- *In re Aluminum Warehousing Antitrust Litig.* (S.D.N.Y.)
- *In re: National Prescription Opioids Litig.* (N.D. Oh.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor (2006)
  - DePaul University College of Law
- Bachelor of Arts (2001)
  - University of Wisconsin

#### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

**Recognition:**

- Selected by *Super Lawyers* as a Minnesota “Super Lawyer” (2020-2022)
- Selected by *Super Lawyers* as a Minnesota “Rising Star” (2013 – 2018)
- MSBA North Star Lawyer (2012-2016, 2018, 2020)

## DENNIS STEWART

Dennis Stewart joined Gustafson Gluek PLLC as a member in 2019, opening the Firm's San Diego office. Mr. Stewart comes to Gustafson Gluek with years of experience in litigating antitrust, consumer and securities class and individual actions. His cases have ranged across a wide variety of industries including carbon fiber, credit card fees, interchange, casino gaming, sports broadcasting, college athletics, rental car fees, electronics components, medical devices, medical services, casino gaming, and defense procurement.



He is currently serving as one of the counsel in the leadership group in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.* He also is one of the counsel participating in the representation of End Purchaser Plaintiffs in *In re Packaged Seafood Products Antitrust Litig.* (S.D. Cal.), Commercial and Industrial Indirect Purchaser Plaintiffs in *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.) and one of the trial counsel in *In re: Cathode Ray Tube (CRT) Antitrust Litig.* (N.D. Cal.). Mr. Stewart recently served as one of the counsel who successfully obtained an injunction requiring the National Womens Soccer League to permit a 15 ½ year old womens soccer player to play in the NWSL despite a minimum age rule which would have blocked her participation in the league.

Between 1981 and 1985, he worked for a major San Diego law firm and engaged in a general commercial litigation practice. Between 1985 and 1988, Mr. Stewart served as a trial attorney with the Antitrust Division of the United States Department of Justice. While at the Antitrust Division, Mr. Stewart participated in investigations and trials involving alleged criminal violations of the antitrust and related laws in waste hauling, movie exhibition, and government procurement and was lead trial counsel in the successful prosecution through trial of *United States v. Saff America, Inc.* (D.N.J.).

Since leaving government service, Mr. Stewart has served as Lead Counsel, Principal Counsel and/or Trial Counsel in numerous antitrust, consumer and securities cases, both class and non-class. He was Lead Trial Counsel in *Knapp v. Ernst & Whinney* (9th Cir. 1996), in which a plaintiffs' verdict was returned in a Rule 10b-5 securities fraud class action, and *Hall v. NCAA*, (D. Kan.) in which Plaintiffs' verdicts were returned for NCAA assistant coaches.

Mr. Stewart has also served as Co-Lead Trial Counsel, Co-Lead Counsel, Trial Counsel or played an integral role in the following litigation:

- *In re Airline Ticket Commission Antitrust Litig.* (D. Minn.)
- *In re Contact Lens Antitrust Litig.* (M.D. Fla.)
- *In re Lifescan Consumer Litig.* (N.D. Cal.)
- *Carbon Fiber Antitrust Litig.* (C.D. Cal.)
- *In re Currency Conversion Litig.* (S.D.N.Y.)
- *Schwartz v. Visa* (Cal. Sup Ct.)
- *In re Polypropylene Carpet Antitrust Litigation* (N.D. Ga.)
- *Shames v. Hertz Corp.* (S.D. Cal.)
- *In re Broadcom Securities Litig.* (C.D. Cal.)
- *In re: Cathode Ray Tube (CRT) Antitrust Litig.* (N.D. Cal.)

## **Additional Background Information**

### **Education:**

- Juris Doctor
  - Hofstra University

### **Court Admissions:**

- California Supreme Court
- U.S. District Court for the District of California

### **Recognitions:**

- Selected by *Super Lawyers* as a California "Super Lawyer" (2012 – 2018; 2022)

## FRANCES MAHONEY-MOSEDALE

Ms. Mahoney-Mosedale became an associate of Gustafson Gluek PLLC in 2021 after clerking for the firm throughout law school.

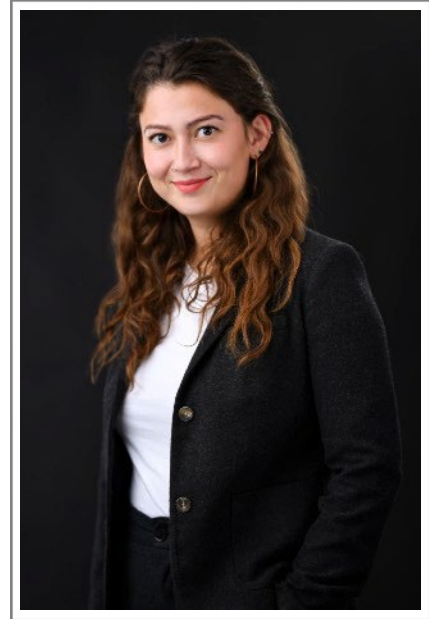
Ms. Mahoney-Mosedale represents individuals and small businesses on behalf of themselves and/or a class in the in the areas of consumer protection, product defect, and antitrust. Ms. Mahoney-Mosedale is actively involved in assisting to represent individuals on a pro bono basis through the Minnesota Federal Bar Associations Pro Se

Project, which matches pro se litigants to pro bono clients. She is an active member of Minnesota Women Lawyers, the American Bar Association, Federal Bar Association, Minnesota State Bar Association, and the Lavender Bar Association.

Ms. Mahoney-Mosedale has a Bachelor of Arts from Lewis & Clark college, graduating with a major in English and a minor in Gender Studies. Frances is also a graduate of the University of Minnesota Law School.

Ms. Mahoney-Mosedale has worked on several cases in which Gustafson Gluek is, or has been appointed to leadership positions or been actively involved, including:

- *Deere & Company Repair Services Antitrust Litig.* (N.D. Ill.)
- *Samaha, et al. v. City of Minneapolis, et al* (D. Minn.)
- *Google Digital Publisher Antitrust Litig.* (S.D. N.Y.)
- *Jones v. Varsity Brands, LLC* (W.D. Tenn.)



## Additional Background Information

### Education:

- Juris Doctor (2021)
  - University of Minnesota Law School
- Bachelor of Arts (2016)
  - Lewis and Clark College

### Court Admissions:

- Minnesota Supreme Court
- United States District Court for the District of MN

## JASON S. KILENE

Jason Kilene is a member of Gustafson Gluek PLLC. He is a graduate of the University of North Dakota (B.A. 1991) and a graduate of the University of North Dakota School of Law (J.D., *with distinction*, 1994).

Mr. Kilene joined Gustafson Gluek in 2003 and became a member shortly thereafter. Prior to joining Gustafson Gluek, Mr. Kilene served as a law clerk to the Honorable Bruce M. Van Sickle, United States District Judge for the District of North Dakota.

Following his clerkship, Mr. Kilene represented numerous clients in the areas of commercial and complex litigation. Since then, Mr. Kilene has continued his practice in the areas of antitrust, consumer protection and other complex litigation.

Mr. Kilene is admitted to the Minnesota Bar, North Dakota Bar and is admitted to practice in the United States District Court for the District of Minnesota and the District of North Dakota. He is also a member of the Hennepin County, Minnesota, North Dakota, and Federal Bar Associations.

Mr. Kilene currently represents individuals and businesses harmed by anticompetitive business practices. He was part of the trial team that successfully recovered damages suffered by his clients due to alleged defective software in *In re J.D. Edwards World Solutions Company, (AAA)* (trial counsel for plaintiffs Quantegy and Amherst). Mr. Kilene also plays a significant role in identification, investigation, initiation and development of complex class action matters, along with his significant involvement with client relations.

Mr. Kilene has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:



- *In re Automotive Parts Antitrust Litig.* (E.D. Mich.)
- *In re Transpacific Passenger Air Transportation Antitrust Litig.* (N.D. Cal.)
- *In re Domestic Drywall Antitrust Litig.* (E.D. Pa.)
- *In re Payment Card Interchange Fee and Merchant Discount Litig.* (E.D.N.Y.)
- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In re Domestic Drywall Antitrust Litig.* (E.D. Penn.)
- *In re Lithium Ion Batteries Antitrust Litig.* (N.D. Cal.)
- *In re Optical Disk Drive Antitrust Litig.* (N.D. Cal.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor (1994)
  - University of North Dakota School of Law
    - with distinction
- Bachelor of Arts (2016)
  - University of North Dakota

#### **Court Admissions:**

- Minnesota Supreme Court
- United States District Court for the District of MN
- North Dakota Supreme Court
- United States District Court for the District of ND



## JOE NELSON

Mr. Nelson joined Gustafson Gluek PLLC as an associate in November 2022 after clerking for the Honorable Kate Menendez at the United States District Court for the District of Minnesota and the Honorable James B. Florey at the Minnesota Court of Appeals.

Mr. Nelson will be practicing in the areas of antitrust, product defect, consumer protection and civil rights. He has already delved into constitutional issue for pro bono cases at

Gustafson Gluek and has been investigating potential product defect cases.



Mr. Nelson graduated *cum laude* from Mitchell-Hamline School of Law in 2019. While in law school, he served as an editor on the Mitchell-Hamline Law Review and volunteered with the Self-Help Clinic, which helps individuals represent themselves in court. He also clerked for a Twin Cities plaintiff's employment law firm.

Mr. Nelson is committed to the protection of civil rights, consumer safety, and fair competition.

### Additional Background Information

#### Education:

- Juris Doctor (2019)
  - Mitchell-Hamline School of Law
    - Editor: Minnesota Mitchell-Hamline Law Review
- Bachelor of Arts (2014)
  - Saint John's University

**Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

## JOSHUA J. RISSMAN

Joshua Rissman joined Gustafson Gluek in 2010 as an associate and became a member of the Firm in 2018. Since joining the Firm, Mr. Rissman has focused his practice on antitrust and class action litigation. Mr. Rissman prides himself on vigorously representing small businesses and individuals damaged by wrongful corporate and government conduct.



In addition to his antitrust class action practice, Mr. Rissman has brought several pieces of important constitutional litigation involving mistreatment of juvenile detainees and police brutality. He currently represents a former juvenile detainee who alleges he was abused at the Minnesota Correctional Facility – Red Wing, and that the administration was aware of the risks to the juvenile and failed to protect him. *Doe v. Hanson et al.* (Minn.) Mr. Rissman was also the lead attorney in a section 1983 constitutional rights action brought on behalf of the family of a man killed by Brooklyn Center police officers in 2015. *Khottavongsa v. City of Brooklyn Center* (D. Minn.). Mr. Rissman is currently representing a class of protestors who were unlawfully subjected to tear gas and pepper spray in the protest following the George Floyd protest. *Samaha, et al. v. City of Minneapolis, et al* (D. Minn.).

Mr. Rissman was selected a Minnesota Rising Star by Super Lawyers in the area of antitrust litigation (2014 – 2020) and was selected as a “Super Lawyer” in 2021. He is the Treasurer of the Antitrust Section of the Federal Bar Association, and counsel member of the Minnesota Bar Association Antitrust Section. Joshua also participates in the *Pro Se Project*, representing civil litigants in federal court who would otherwise go without representation.

Mr. Rissman has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *In re Pork Antitrust Litig.* (D. Minn.)
- *In re DPP Beef Antitrust Litig.* (D. Minn.)
- *In re Containerboard Antitrust Litig.* (N.D. Ill.)
- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In National Hockey League Players' Concussion Injury Litig.* (D. Minn.)
- *Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y.)
- *In re Lithium Batteries Antitrust Litig.* (N.D. Cal.)
- *In re Optical Disk Drives Litig.* (N.D. Cal.)
- *In re Asacol Antitrust Litig.* (D. Mass.)
- *In re Opana Antitrust Litig.* (N.D. Ill.)
- *City of Wyoming et al. v. Procter & Gamble Company* (D. Minn.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor (2010)
  - University of Minnesota School of Law
    - *cum laude*
- Bachelor of Arts (2005)
  - University of Minnesota
    - *magna cum laude*

#### **Court Admissions:**

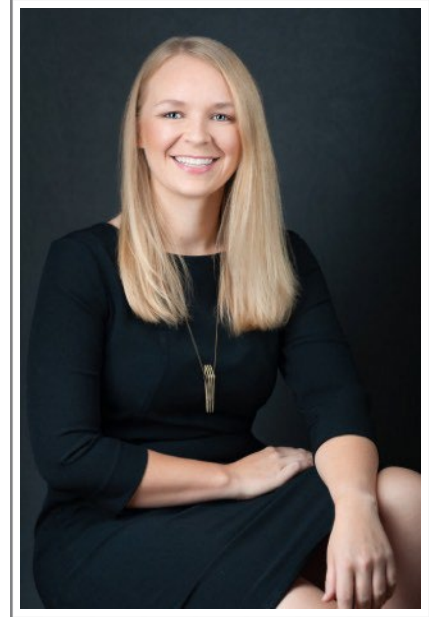
- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

#### **Recognition:**

- Selected by *Super Lawyers* as a Minnesota "Super Lawyer" (2021-2022)
- Selected by *Super Lawyers* as a Minnesota "Rising Star" (2014 – 2020)

## KAITLYN L. DENNIS

Kaitlyn L. Dennis joined Gustafson Gluek PLLC as an associate in 2016. Since joining the Firm, Ms. Dennis has practiced in the areas of consumer protection, product liability, and antitrust litigation. In 2022, she was appointed to serve as Interim Co-Lead Counsel in the *In re Deere Repair Services Antitrust Litigation*, making her among the youngest attorneys ever appointed to serve as co-lead counsel in a nationwide class action.



In addition to her regular practice, Ms. Dennis has assisted multiple *pro se* litigants through the Federal Bar Association's *Pro Se* Project and is recognized as a North Star Lawyer for providing at least 50 hours of *pro bono* legal services in a calendar year. She was lead attorney in an arbitration trial alleging workplace discrimination on behalf of a *pro bono* client.

She is an active member of the American Bar Association, Federal Bar Association, Minnesota Bar Association, Minnesota Women Lawyers, and is the Chair of the Young Lawyers Division of the Committee to Support the Antitrust Laws ("COSAL"). In 2022, Ms. Dennis was one of the primary authors of an amicus brief filed by COSAL in the ninth circuit in the *Epic v. Apple* appeal. She is also one of the authors contributing to the forthcoming Rule of Reason Handbook for the ABA Antitrust Section.

Ms. Dennis is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

Prior to joining Gustafson Gluek, Ms. Dennis worked as a fellowship attorney at the Equal Employment Opportunity Commission and assisted the Honorable Arthur J. Boylan, ret., during the mediation of the bankruptcy of the Archdiocese of St. Paul and Minneapolis.

Ms. Dennis has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *In re Deere & Company Repair Services. Antitrust Litig.*, (N.D. Ill.)
- *In re Crop Inputs Antitrust Litig.* (E.D. Mo.)
- *In re Generic Pharmaceuticals Pricing Antitrust Litig.* (E.D. Pa.)
- *Hogan v. Amazon.com* (W.D. Wash.)
- *Reynolds v. FCA* (E.D. Mich.)
- *In re Surescripts Antitrust Litig.* (N.D. Ill.)
- *Wood Mountain Fish LLC v. Mowi ASA* (S.D. Fla.) (Farmed Atlantic Salmon Indirect Purchaser Antitrust Litigation)
- *In re Interior Molded Doors Indirect Purchaser Antitrust Litig.* (E.D. Va.)
- *In re Equifax, Inc. Customer Data Security Breach Litig.* (N.D. Ga.)
- *FCA US LLC Monostable Electronic Gearshifts Litig.* (E.D. Mich.)
- *Kjessler v. Zaappaaz, Inc. et al.* (S.D. Tex.)
- *Fath v. American Honda Motor Co., Inc.* (D. Minn.)
- *In re Automotive Parts Antitrust Litig.* (E.D. Mich.)
- *In re Volkswagen "Clean Diesel" Marketing Sales Practices, and Products Liability Litig.* (N.D. Cal.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor (2015)
  - University of Minnesota Law School
    - Dean's List (2012-2015)
    - Managing Editor of *MN Law Review*
- Bachelor of Arts (2010)
  - Southwestern University

#### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

#### **Recognition:**

- MSBA North Star Lawyer (2018-2021)

**Publications:**

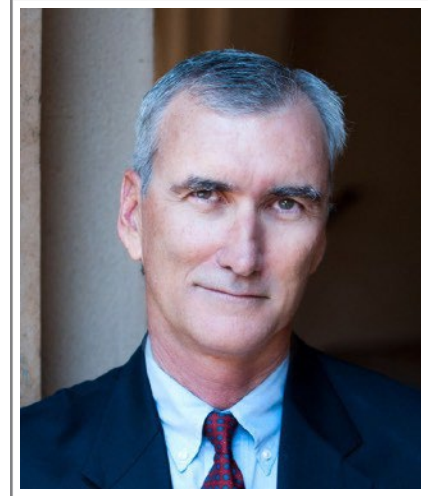
- Committee to Support the Antitrust Laws (COSAL) – Amicus Brief in *Epic v. Apple* (9th Cir. 2022)
- ABA, Handbook on the Rule of Reason (1st. Ed.) (forthcoming)

**Speaking:**

- American Antitrust Association, Young Lawyer's Breakfast (2019)
- Minnesota Federal Bar Association, *Pro Se Project and a Pint* (2019)

## KIRK HULETT

Kirk Hulett joined Gustafson Gluek PLLC in 2019 and is located in the San Diego office. Mr. Hulett has been named a San Diego Top Rated Securities Lawyer by Super Lawyers Magazine each year since 2010.



Mr. Hulett graduated from the University of California San Diego, where he obtained his undergraduate degree (1978). He then graduated cum laude from the University of San Diego School of Law (J.D. 1983), where he was Managing Editor of the University of San Diego Law Reporter. Since 1984, Mr. Hulett has specialized in the representation of plaintiffs in securities, antitrust, employment and consumer class actions as well as representing individuals and businesses in complex litigation.

Prior to co-founding Hulett Harper Stewart LLP in 2000, Mr. Hulett was a partner in the largest national class action firm in the country. He has testified before the California Assembly Business and Professions Committee on the topic of potential regulatory and auditor liability reforms following the Enron financial collapse and participated as a panelist on several occasions. He has been named a San Diego Top Rated Securities Lawyer by Super Lawyers Magazine each year since 2010. He is admitted to all of the District Courts in California, numerous other District Courts across the country by pro hac admission, the Ninth Circuit Court of Appeals and the United States Supreme Court. Mr. Hulett joined Gustafson Gluek as a member in 2019.

Mr. Hulett has been Lead or Co-Lead Counsel in dozens of class actions throughout the country, including *In re American Continental Corp./Lincoln Savings & Loan Securities Litig.* (D. Ariz.); *In re Media Vision Technology Securities Litig.* (N.D. Cal.); *Home Fed*, (S.D. Cal.); and *Gensia Pharmaceuticals*, (S.D. Cal.). He was Co-Lead trial counsel for a trustee in *Guy F. Atkinson Co. v. PriceWaterhouse LLP, et al.* (N.D. Cal.), a liability action against



PriceWaterhouseCoopers, LLP, and represents several bankruptcy estates in seeking recovery against officers, directors and professionals.

He also successfully represented defrauded individual investors in the *Abbott et al. v. Worldcom Co.* (S.D.N.Y). He was Co-Lead Counsel the securities class action, *Enriquez v. Edward Jones & Co. L.P.* (E.D. Mo.). Mr. Hulett also represented defrauded individual investors in *Bachman et al. v. A.G. Edwards* (Circuit Ct. of St. Louis) for breach of fiduciary duty. He represented an elderly individual in a Ponzi scheme case, *Meyerhoff v. Gruttadaria, et al.*, (San Diego Superior Court) against one of Wall Street's most prominent investment banks and was successful in obtaining a full recovery for the victim. He was Co- Lead Trial Counsel in *Pauma Band of Luiseno Mission Tribe v. Harrah's Operating Co., et al.* (San Diego Superior Court) on behalf of a San Diego area based Native American Tribe against Caesars Entertainment and Harrah's. Mr. Hulett has most recently been involved in representing victims of an antitrust conspiracy among the three largest suppliers of canned tuna in the world in *In Re Packaged Seafood Products Antitrust Litig.* (S.D. Cal.).

### **Additional Background Information**

#### **Education:**

- Juris Doctor (1983)
  - University of San Diego Law School
- Bachelor of Arts (1978)
  - University of California, San Diego

#### **Court Admissions:**

- California Supreme Court
- U.S. District Court for the District of California
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Supreme Court

#### **Recognition:**

- Selected by *Super Lawyers* as a California "Super Lawyer" (2010-2018; 2020)

## MARY NIKOLAI

Mary Nikolai joined Gustafson Gluek PLLC as an associate in 2019, after clerking for the Honorable Luis Bartolomei, District Judge, Fourth Judicial District of Minnesota. Since joining the Firm, Ms. Nikolai has represented individuals and classes in asserting various consumer fraud and product defect claims. She has also represented a number of former members of the nationwide FLSA collective alleging off-the-clock work in arbitrations throughout the country.



Ms. Nikolai is admitted to the Minnesota State Bar and the United States District Court for the District of Minnesota. She is also an active member of the Federal Bar Association and the Minnesota Women's Lawyers.

During law school, Ms. Nikolai clerked for two Twin Cities law firms and was a judicial extern for the Honorable Patrick Schiltz. She was also a Certified Student Attorney at the St. Thomas Interprofessional Center for Counseling and Legal Services, where she represented a family seeking asylum in the United States, which was ultimately granted. She also represented individuals at detained master calendar and bond hearings.

Ms. Nikolai has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *In re Gerber Products Company Heavy Metals Baby Food Litig.* (E.D. Va.)
- *In re Nurture Baby Food Litig* (S.D.N.Y)
- *In re Plum Baby Food Litig.* (N.D. Cal.)
- *Castorina v. Bank of America, N.A.* (E.D. Va.)
- *Turner et al v. Chipotle Mexican Grill, Inc.* (D. Colo.)

- *Reitman v. Champion Petfoods* (C.D. Cal.)
- *Weaver v. Champion Petfoods* (E.D. Wis.)
- *In re Big Heart Pet Brands Litig.* (N.D. Cal.)
- *Krukas et al. v. AARP, Inc., et al.* (D.D.C.)
- *Bhatia v. 3M Co.* (D. Minn.)
- *Doe v. Hanson et al.* (Minn.)
- *Hudock v. LG Electronics USA, Inc.* (D. Minn.)
- *Brewster v. United States* (D. Minn.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor (2018)
  - University of St. Thomas
    - Clinic Student of the Year (2017 -2018)
- Bachelor of Arts (2012)
  - DePaul University

#### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

#### **Recognition:**

- MSBA North Star Lawyer (2020)
- MSBA North Star Lawyer (2021)

## MATT JACOBS

Matt joined Gustafson Gluek PLLC as an associate in September 2023 after clerking for the Honorable Elise L. Larson at the Minnesota Court of Appeals. As an associate, Matt will represent clients vindicating their rights under antitrust, consumer protection, constitutional, and products liability laws. Matt is a passionate advocate for a fairer economy and improved access to justice.



Matt graduated from the University of Minnesota law school. During law school, Matt clerked for an impact litigation firm advocating for low-wage workers rights and represented workers in unemployment benefits appeals as a certified student attorney. He was the first Minnesota Farmers Union Fellow at the Minnesota Attorney General's Office, where he worked exclusively on issues at the intersection of antitrust and agriculture, such as the right-to-repair. Matt was a founding member of the University of Minnesota Law Students for Economic Justice.

### Additional Background Information

#### Education:

- Juris Doctor (2022)
  - University of Minnesota
- Master of Arts (2012)
  - University of Oregon
- Bachelor of Arts (2006)
  - University of Oregon

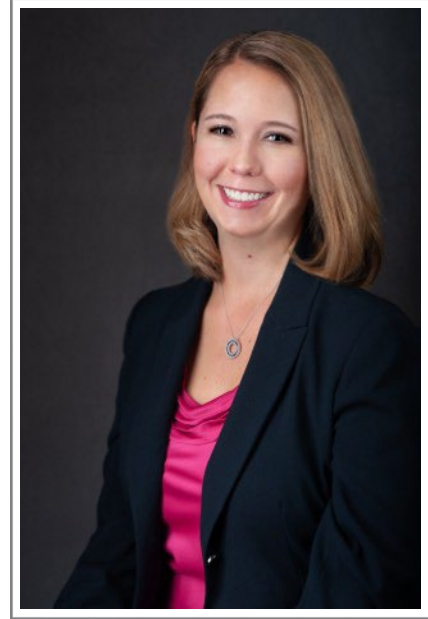
#### Court Admissions:

- Minnesota Supreme Court

## MICHELLE J. LOOBY

Michelle J. Looby is a member of Gustafson Gluek PLLC. Ms. Looby joined Gustafson Gluek in 2008 and became a member in 2015. She co-chairs the Firm's antitrust group.

In the courtroom, Ms. Looby has served in leadership roles including as co-lead counsel, in numerous class actions. Outside the courtroom, Ms. Looby is actively involved in the legal community serving on the Advisory Board of the American Antitrust Institute, as the Immediate Past Chair and Diversity & Inclusion Liaison for the Minnesota State Bar Association's Antitrust Section, and on the executive committee of the Coalition in Support of the Antitrust Laws. In addition, she is actively involved in the American Bar Association, Federal Bar Association, and Minnesota Women Lawyers, previously having served on its Board of Directors. Ms. Looby also served on Law360's Competition Editorial Advisory Board, a leading daily legal news and intelligence service that reaches over one million recipients each day.



Ms. Looby is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota and the United State District Court for the District of North Dakota.

Ms. Looby has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *In re Crop Inputs* (E.D. Mo.)
- *In re Interior Molded Doors Antitrust Litig.* (E.D.V.A.)
- *In re DPP Beef Litig.* (D. Minn.)
- *In re Dealer Management Systems Antitrust Litig.* (N.D. Ill.)
- *Precision Associates, Inc. et al. v. Panalpina World Transport (Holding), Ltd., et al.* (E.D.N.Y.)

- *Powell Prescription Center, et al. v. Surescripts, LLC et al.* (N.D. Ill.)
- *In re CenturyLink Residential Customer Billing Disputes Litig.* (D. Minn.)
- *In re Allura Fiber Cement Siding Products Liability Litig.* (D.S.C.)
- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *In re Generic Pharmaceuticals Pricing Antitrust Litig.* (E.D. Pa.)
- *In re Automotive Parts Antitrust Litig.* (E.D. Mich.)
- *In re Opana ER Antitrust Litig.* (N.D. Ill.)
- *In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig.* (E.D.N.Y.)
- *In re Asacol Antitrust Litig.* (D. Mass.)
- *In re Celebrex (Celecoxib) Antitrust Litig.* (E.D. Va.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor (2007)
  - William Mitchell College of Law
    - William Mitchell Law Review (2005-2007)
    - Assistant Editor (2006-2007)
    - Recipient of the CALI Excellence for the Future Award
- Bachelor of Arts (2004)
  - University of Minnesota
    - *with distinction*

#### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

#### **Recognition:**

- Selected by *Super Lawyers* as a Minnesota “Super Lawyer” (2021-2022)
- Selected by *Super Lawyers* as a Minnesota “Rising Star” (2014 – 2020)
- American Antitrust Institute Award for Outstanding Antitrust Litigation Achievement by a Young Lawyer (2015)
- American Antitrust Institute Award for Outstanding Antitrust Litigation Achievement in Private Practice (2022)
- Selected as an Attorney of the Year by Minnesota Lawyer (2023)

## SHASHI GOWDA

Mr. Gowda is an associate at Gustafson Gluek PLLC. He graduated from the University of Minnesota Law School and clerked for the Honorable Christian Sande of the Fourth Judicial District of Minnesota. Mr. Gowda joined Gustafson Gluek as an associate in July of 2022



As an associate, Mr. Gowda will be representing those who are alleging antitrust, consumer protection, constitutional, and products liability violations.

Mr. Gowda graduated from Virginia Commonwealth University with a Bachelor of Science in Economics. He then went on to the University of Minnesota Law School, where he was a staffer and managing editor for the Minnesota Law Review. He was also a certified student attorney with the University of Minnesota Consumer Protection Clinic, where he helped guide clients through consumer protection claims.

Mr. Gowda is an active member of the Minnesota State Bar Association, Federal Bar Association and Minnesota Pacific American Bar Association.

Mr. Gowda has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *Hogan v. Amazon, Inc.* (N.D. Ill.)
- *Krukas et al. v. AARP, Inc., et al.* (D.D.C.)
- *Reynolds, et al., v. FCA US, LLC* (E.D. Mi.)
- *In re Nurture Baby Food Litig.* (S.D.N.Y.)
- *In re Gerber Co. Heavy Metals Baby Food Litig.* (E.D. Va.)
- *In re Plum Baby Food Litig.* (N.D. Cal.)

- *Gorczynski v. Electrolux Home Products, Inc. (D.N.J.)*

### **Additional Background Information**

#### **Education:**

- Juris Doctor (2020)
  - University of Minnesota Law School
    - Managing Editor: Minnesota Law Review
- Bachelor of Science (2017)
  - Virginia Commonwealth University

#### **Court Admissions:**

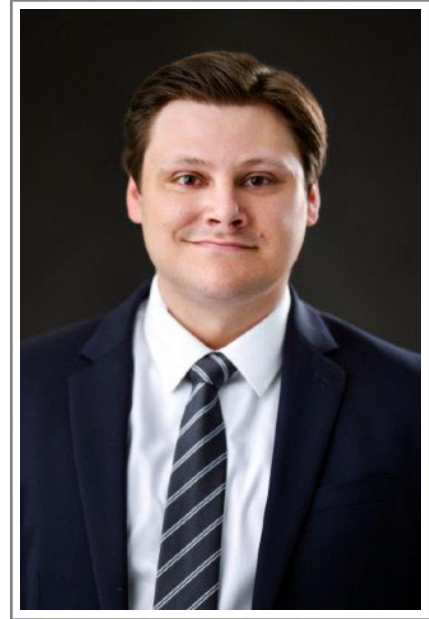
- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota



## TONY STAUBER

Mr. Stauber joined Gustafson Gluek as an associate in 2021 after serving as a law clerk to the Honorable Caroline H. Lennon, District Judge, First Judicial District of Minnesota.

As an associate at the Firm, Mr. Stauber represents individuals and businesses who are harmed by illegal collusion and price-fixing schemes between competitors, and violations of state and federal consumer protection statutes. Additionally, Mr. Stauber practices in the area of civil rights, where he has represented clients in high-profile cases involving police brutality and other constitutional violations. He is passionate about pursuing claims on behalf of clients who have been harmed by institutions of power – whether those are gigantic corporations or law enforcement agencies.



Mr. Stauber is an active member of the Minnesota and Federal bar associations and is using his legal education to improve access to justice for all litigants. Mr. Stauber believes that all individuals and businesses deserve their day in court. Mr. Stauber graduated from the University of Minnesota with a B.A. in English Literature. He graduated magna cum laude from Mitchell Hamline School of Law. While in law school, Mr. Stauber was Vice President of the Mitchell Hamline Hovenkamp Antitrust Society, Membership Coordinator of the Mitchell Hamline Chapter of the American Civil Liberties Union, and a student researcher and member of the Mitchell Hamline Sex Offender Litigation and Research Center. Additionally, Tony was the Production Editor of the Mitchell Hamline Journal of Public Policy and Practice, where he was a published author of an article on the topic of qualified immunity.

Mr. Stauber has been an active member of the National Speech and Debate Association and the Minnesota State High School League as a speech and debate coach for ten years.

Mr. Stauber has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In re Beef DPP Antitrust Litig.* (N.D. Ill.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *In re Local TV Advertising Antitrust Litig.* (N.D. Ill.)
- *Karsjens v. Jesson* (D. Minn.)
- *Samaha v. City of Minneapolis* (D. Minn.)
- *Wolk v. City of Brooklyn Center* (D. Minn.)
- *Baldwin v. Miracle Ear, Inc.* (D. Minn.)
- *Brnich v. Siemens* (N.D. Ga.)

### **Additional Background Information**

#### **Education:**

- Juris Doctor
  - Mitchell Hamline School of Law
    - *magna cum laude*
    - Production Editor: Mitchell Hamline Journal of Public Policy and Practice
- Bachelor of Arts
  - University of Minnesota

#### **Court Admissions:**

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

# **EXHIBIT C**

**FREEDMAN BOYD HOLLANDER & GOLDBERG P.A.**

20 First Plaza NW, Suite 700

Albuquerque, NM 87102

Telephone: 505-842-9960

Facsimile: 505-842-0761

URL: <http://www.fbdlaw.com>

The firm, founded in 1974, is a litigation firm with practice areas as varied as the interests of its members. Its lawyers practice in both federal and state trial and appellate courts, from the municipal courts to the Supreme Court of the United States, and handle a broad spectrum of civil and criminal cases. It was founded by lawyers who were and still are good friends and professional colleagues with a shared commitment to the use of the judicial system for its intended purpose of rendering true justice. All four partners have been selected by their professional peers to be included in the respected publication, Best Lawyers in America.

**David A. Freedman**

**Practice Areas:**

Civil Rights, Complex Civil Litigation, Criminal Defense, Personal Injury, and Wrongful Death

David Freedman is a 1966 graduate of Columbia University (Columbia College) and a 1973 graduate of the University of New Mexico School of Law, where he was an editor of the New Mexico Law Review. He was a founding member of the firm in 1974.

Since 1973, Mr. Freedman has been in a full-time litigation practice in both state and federal courts, including complex commercial, securities, and antitrust litigation, as well as criminal defense, personal injury, wrongful death, and product liability matters. His practice also includes significant class action litigation across the country, principally involving antitrust, securities, and contract matters, in which he has been appointed lead or liaison counsel or been a principal attorney for the class.

In the practice areas of personal injury, wrongful death, and product liability, Mr. Freedman has obtained awards for injured persons in excess of a million dollars. Mr. Freedman also has extensive experience in class action litigation, including consumer class actions. In connection with his criminal defense practice, Mr. Freedman has a wide range of experience, including defense of tax, healthcare, environmental, securities, and antitrust crimes. He has also represented claimants in federal civil forfeiture proceedings.

Mr. Freedman has received the highest Martindale-Hubbell "AV" rating, is included in the Bar Registry of Pre-eminent Lawyers, and is recognized in the legal profession's publication, "Best Lawyers in America" in three practice areas - commercial litigation, antitrust, and criminal defense and is an American Bar Foundation Fellow. Mr. Freedman is also listed in Southwest Super Lawyers in many practice areas.

**Education**

Columbia University, B.A., 1966

University of New Mexico School of Law, J.D. 1973

**Professional Activities**

- New Mexico State Bar

- American Bar Association

- American Association for Justice
- National Association of Criminal Defense Lawyers
- New Mexico Trial Lawyers Association
- New Mexico Criminal Defense Lawyers Association

## **John W. Boyd**

### **Practice Areas:**

Appeals, Civil Rights, and Complex Civil Litigation

John W. Boyd was a founding member of the firm in 1974. He is a 1967 graduate of Columbia University (Columbia College) and a 1973 cum laude graduate of the University of New Mexico Law School, where he was editor of the Natural Resources Journal and was awarded Order of the Coif.

Since 1973, he has been in full-time practice, specializing in civil rights, election law, employment law, and complex commercial litigation, including trials, appeals, and class actions. His principal emphasis has been on First Amendment law, including free speech, establishment clause, and free exercise clause litigation. He has had extensive involvement in election-related litigation, including ballot access, voter identification, redistricting, and voting machine challenges.

Mr. Boyd has had an "AV" rating in Martindale-Hubbell for many years and has been listed in "Best Lawyers In America" for over twelve years in the categories of First Amendment Law and Employment Law.

### **Education**

Columbia University, B.A., 1966

University of New Mexico School of Law, J.D. 1973 (Cum Laude)

### **Professional Activities**

- Author of the section "Rule 68 Judgments" in the loose leaf service, "Settlement Agreements In Commercial Disputes," Richard A. Rosen, editor (Aspen Law and Business).

## **Nancy Hollander**

An internationally recognized criminal defense lawyer, Nancy Hollander joined the firm in 1980 and became a partner in 1983. She is also an Associate Tenant at London's Doughty Street Chambers, which specializes in criminal law, international law, and human rights. Ms. Hollander has been admitted to practice in the U.S. Supreme Court, nine U.S. Courts of Appeal, seven U.S. District Courts, U.S. Army Court of Criminal Appeals, and New Mexico. She is also on the list of counsel for the International Criminal Court (ICC) as well as the U.S. Department of Defense's Pool of Qualified Civilian Defense Counsel for Military Commissions.

For more than three decades, Ms. Hollander's practice has largely been devoted to representing individuals and organizations accused of crimes, including those involving national security issues, in trial and on appeal. She was lead appellate counsel for Chelsea Manning in the military appellate courts. She also won Ms. Manning's release in 2017 when President Obama commuted her sentence from 35 years to seven years. Ms. Hollander has also represented two prisoners at Guantanamo Bay Naval Base, and in 2016, she won the release of one of them - Mohamedou Ould Slahi - after 11 years of pro bono representation. His story is chronicled in his New York Times-bestselling book *Guantanamo Diary*, which Ms. Hollander helped facilitate and publish and will soon be a feature film, titled *The Mauritanian*.

For her other client at Guantanamo, Abd Rahim Al-Nashiri, who is facing the death penalty, she has won two cases in the European Court of Human Rights, providing funds for his family and accountability for his torture at the hands of agents of the US government.

In addition to her criminal defense practice, Ms. Hollander has been counsel in numerous civil cases, forfeitures, and administrative hearings, and she has argued and won a historic case involving religious freedom in the U.S. Supreme Court. Ms. Hollander also served as a consultant to the defense in a high-profile terrorism case in Ireland and has assisted counsel in other international cases. In 1992-93, Ms. Hollander was the first woman president of the National Association of Criminal Defense Lawyers. Chosen by her peers as a Fellow of the American College of Trial Lawyers as well as the American Board of Criminal Lawyers, she also is a member of the European Criminal Bar Association, and in 2017, she was appointed to one of the American Bar Association's International Criminal Justice Standards Steering Committees to develop standards for international criminal tribunals.

A seasoned trial lawyer and respected criminal law expert, Ms. Hollander has taught in numerous trial-practice programs, including the National Criminal Defense College, National Institute for Trial Advocacy, and Gerry Spence's Trial Lawyers College. Today, she regularly teaches trial advocacy in the U.S. and Europe. She has taught training courses for criminal defense lawyers wishing to appear before international tribunals, coordinated a jury trial training project in Russia, and been a consultant to the U.N. Development Programme in Vietnam.

Ms. Hollander has written extensively and conducted more than 200 seminars and presentations around the globe on various subjects, including the securing of evidence in international cases, forfeiture, illegal search and seizure, expert witnesses, defense of child abuse cases, ethics, evidence, and trial practice.

Ms. Hollander has received many professional awards. Among them, in 2016, Ms. Hollander received a Lifetime Achievement Award from America's Top 100 Lawyers for New Mexico. She was chosen as Best Lawyers' Albuquerque Criminal Defense: Non-White-Collar Lawyer of the Year in 2010, White-Collar Lawyer of the Year in 2011, and General Practice Lawyer of the Year in 2016. In 2001, she was named as one of America's top 50 women litigators by the National Law Journal. She was selected as Professional Lawyer of the Year by the New Mexico Trial Lawyers Foundation in 2006. That same year, she was profiled in Super Lawyers' top 25 New Mexico lawyers and has continued to be recognized every year since.

Ms. Hollander also holds security clearances.

Follow Ms. Hollander on Twitter: @NancyHollander\_.

### **Education**

University of Michigan, B.A. 1965 (Cum Laude)

University of New Mexico School of Law, J.D. 1978 (Magna Cum Laude)

### **Professional Activities**

- Past-President, National Association of Criminal Defense Lawyers, 1992-93
- Fellow, American College of Trial Lawyers, 2004-present
- Fellow, American Board of Criminal Lawyers, 1994-present
- Founding Member, Council, International Criminal Bar, 2003-2005

- Member, Board of Directors, International Criminal Defence Attorneys, 2003-2007
- Member, European Criminal Bar Association, 2003-present

## **Joseph Goldberg**

### **Practice Areas:**

Antitrust, Appeals, Complex Civil Litigation, and Election Law

Joe is recognized nationally and internationally as one of the top antitrust litigators in the country. He has tried numerous cases to multi-million-dollar jury verdicts and judgments and has recovered for his clients in excess of nine billion dollars. In 2013, Joe was the lead trial lawyer for the plaintiffs in *In Re Urethanes Litigation*, Civil No. 04-md-1616-JWL (United States District Court, District of Kansas) in which the jury verdict resulted in a judgment in excess of one billion dollars. That jury verdict was the largest jury verdict in the United States in 2013 and is reported to be the largest price-fixing verdict in the history of the federal Sherman Antitrust Act. Joe is recognized by clients and colleagues as “the best lawyer I ever worked with”; “superb courtroom presence”; “has a great ability to convey complicated issues”; and “one of the best antitrust lawyers on the plaintiff’s side in the country”.

In 2013, Joe was named by the *National Law Journal* in its inaugural edition of the nation’s 50 Elite Plaintiffs’ Trial Lawyers. He was selected by the American Antitrust Institute, in 2018, in its inaugural class of Private Antitrust Enforcement Hall of Fame. He has had an “AV” rating in Martindale-Hubbell for more than thirty years, is listed in *Best Lawyers in America* for more than twenty-five years, in antitrust, commercial litigation and bet-the-company litigation, and has been listed in *Chambers USA* and *Southwest Super Lawyers* since their inceptions. Joe was designated by *Best Lawyers in America* as “bet-the-company” litigator of the year in New Mexico in 2009 and antitrust litigator of the year in 2011, 2014, 2015, and 2018. He was ranked among the top 25 New Mexico Super Lawyers in 2009, 2013 and 2014. He is one of the plaintiffs’ antitrust lawyers in the United States listed in the prestigious international *Who’s Who Legal: Competition*. He is nationally recognized for his work with economic and statistical experts and has written and lectured nation-wide on that topic.

Joe Goldberg has been a senior shareholder in the law firm since 1991. His practice is largely limited to antitrust, class actions, complex commercial litigation and election law. Joe was on the full-time faculties of the University of North Dakota and the University of New Mexico Law Schools, from 1969 through 1987. He also served as the General Counsel for the University of New Mexico. He was a law clerk for Hon. M. Joseph Blumenfeld of the United States District Court for the District of Connecticut. He also served as the Secretary of the New Mexico Human Services Department and Secretary of the New Mexico Health & Environment Department. Joe has taught in more than forty continuing legal education seminars and has written numerous books, monographs, chapters and articles about the law. Joe currently serves on the Board of Advisors for the American Antitrust Institute and on the United States Advisory Board for the Loyola University Institute for Consumer Antitrust Studies. Joe has served on numerous other public interest or professional boards, including the Searle Civil Justice Institute at George Mason University, New Mexico Applesseed (Chair of the Board), Albuquerque Legal Aid Society, Environmental Law Center (Santa Fe), COSAL (Chair of Board), New Mexico Trial Lawyers Association (President of Board).

### **Education**

Trinity College (Hartford, CT), A.B., 1965 (Cum Laude, Pi Gamma Mu Honor Society)  
Boston College Law School, LL.B., 1968 (Cum Laude, Order of the Coif)

**Professional Activities**

- American Bar Association, Section on Antitrust Law
- American Association for Justice
- New Mexico Trial Lawyers Association, Board of Directors 1989-2015; President, 2005-06
- Committee to Support the Antitrust Laws (COSAL), Board of Directors since 1991; President, 1999-2002
- American Law Institute, Life Member; Advisor, Restatement (Third) of Agency
- New Mexico Supreme Court Uniform Jury Instructions (Civil) Committee, 1981-1999
- Numerous books, monographs and articles on the law
- Presenter at numerous continuing legal educations around the country



# **EXHIBIT D**



**COLEMAN & HOROWITT, LLP**  
ATTORNEYS AT LAW

FRESNO | BAKERSFIELD | LOS ANGELES | NEWPORT BEACH | VISALIA | SONORA

## DARRYL J. HOROWITT

### ADMISSIONS INFORMATION

State of California Bar, 1981; United States Supreme Court, 1993; United States District Court, Central District, 1982; Eastern District, 1988; Northern District, 1993; Southern District, 1993; United States Court of Appeal, Ninth Circuit, 1982

### LEGAL EXPERIENCE

I am a founding partner and former managing partner of Coleman & Horowitz, LLP. I am also a trial lawyer in of the firm's litigation department. I have conducted all phases of litigation in the areas of banking, business disputes, defense of consumer and securities fraud class actions, construction, unfair competition and trade secret litigation, real estate, environmental, professional liability and casualty insurance defense, personal injury and commercial collections, from initial client contact to settlement, mediation, arbitration and trial. I have conducted court and jury trials in State and Federal Court and represented clients in administrative proceedings (before the United States Environmental Protection Agency, Department of Agriculture, National Labor Relations Board, Public Utilities Commission, California Department of Fair Housing and Employment, Worker's Compensation Appeals Board and Agricultural Labor Relations Board). I also represent clients in business transactions, including incorporation, purchase and sale agreements, secured and unsecured transactions, and employment contracts. I also serve as an arbitrator, mediator, special master, discovery referee and settlement judge pro tem.

May 1994  
to Present

Managing Partner  
**COLEMAN & HOROWITT, LLP**  
Fresno, California

January 1991  
to April 1994

Partner  
**LERRIGO, NIBLER, BERRYMAN, COLEMAN & BENNETT**  
Fresno, California

November 1989  
to December 1990

Senior Associate  
**LERRIGO, NIBLER, MOSS, BERRYMAN & COLEMAN**  
Fresno, California

August 1987  
to October 1989

Owner  
**LAW OFFICES OF DARRYL J. HOROWITT**  
Irvine, California

January 1987  
to July 1987

Partner  
**BARTHROP & HOROWITT**  
Irvine, California

1985 to 1986

Partner  
**HALL, VANCE & HOROWITT**  
Newport Beach, California

1984 to 1985

Partner  
**LACORAZZA, HOROWITT & CRISTIN**  
Newport Beach, California

**CV- Darryl J. Horowitz**  
**Page 2**

1983 to 1984 Partner  
**LACORAZZA & HOROWITT**  
Irvine, California

1983 Sole Practitioner  
**LAW OFFICES OF DARRYL J. HOROWITT**  
Irvine, California

1981 to 1982 Associate Attorney  
**DAVIS & SAWYER**  
Santa Ana, California

**RELATED  
EXPERIENCE**

1997 to Present Mediator/Arbitrator  
**DISPUTE RESOLUTION CENTER-BETTER BUSINESS BUREAU**

1997 to Present Arbitrator  
**FINRA (NATIONAL PANEL OF ARBITRATORS)**

1992 to Present Arbitrator / Mediator  
**FRESNO, MERCED AND MADERA COUNTY COURTS (Approved List)**

1992 to 1997 Arbitrator,  
**AMERICAN ARBITRATION ASSOCIATION**

1976 Legal Assistant  
**LEGAL AID FOUNDATION OF LONG BEACH**

**EDUCATION** **WESTERN STATE UNIVERSITY COLLEGE OF LAW**  
Fullerton, California, Juris Doctor, May 1981

Honor Roll, American Jurisprudence Award (Agency and Partnership)

**CALIFORNIA STATE UNIVERSITY, LONG BEACH**  
Long Beach, California, Bachelor of Arts in History, August 1978

President's and Dean's List, Phi Alpha Theta (National History Honor Society), Phi  
Eta Sigma (National Freshman Honor Society), Div. 1 Intercollegiate Athletics (Men's  
Tennis); Sigma Chi Fraternity

**ASSOCIATION  
MEMBERSHIPS**

California Lawyers Association (Member: Litigation Section, 1980 to Present; Section on Law  
Practice Management, 1982 to Present; Executive Committee of the Section on Law Practice  
Management, 1986 to 1989; Editorial Board-The Bottom Line, Official Publication of the Law  
Practice Management Section, 1990 to 1995)

American Bar Association (Member: Litigation Section - Construction, ADR and Commercial  
and Banking Committees, Forum on Construction, and Law Practice Management Section)

Fresno County Bar Association (Past Chair, Construction Law Section)

Association of Business Trial Lawyers (Past President and Board Member, San Joaquin  
Valley Chapter; Past member of Annual Seminar Committee)

American Society of Legal Advocates

Litigation Counsel of America (Senior Fellow: Trial Lawyer Honorary Society; Member: trial Law Institute and Diversity Law Institute)

American Academy of Trial Lawyers (Premier 100 Trial Lawyer)

America's Top 100 Bet-The-Company Litigators

California Creditors Bar Association (Former Treasurer; Founder)

**ARTICLES/  
PRESENTATIONS**

"Steps to Success: Goal Setting, Marketing & Servicing your Client," The Bottom Line (The Official Publication of the Law Practice Management Section of the California State Bar) February, June and August, 1990.

"Goals to Remember," The Bottom Line, February, 1991.

"Buying a Franchise: Some Tips for the Unwary," The Fresno Business and Industry News, November 15, 1991.

"Commonly Asked Questions Regarding Collections," The Fresno Business and Industry News, February 1, 1992.

"Contractors Beware: If You Don't Pay a Judgment, You Could Lose Your License," Legal Brief (Member Publication of the Associated General Contractors of California), Issue 92-11.

"Reducing Contractor Liability Under CERCLA," Construction Alert (Newsletter of Lerrigo, Nibler, Berryman, Coleman & Bennett), Winter 1993.

"Alternative Dispute Resolution: What It Is and Why You Should Be Using It," Legal Alert (Newsletter of Lerrigo, Nibler, Berryman, Coleman & Bennett), Winter 1993; Fresno Bar Bulletin, April 1993.

"How An Attorney Can Help If You Are In An Automobile Accident," Legal Alert (Newsletter of Lerrigo, Nibler, Berryman, Coleman & Bennett), Spring 1993.

"Contractors and Owners Rejoice: Employee Trust Funds May Not Use a Stop Notice to Collect Overdue Contributions," Construction Alert (Newsletter of Lerrigo, Nibler, Berryman, Coleman & Bennett), Spring 1993.

"Protect Yourself With Adequate Auto Insurance," Legal Brief (Member Publication of the Associated General Contractors of California), Issue 93-11.

"Supreme Court Limits Peculiar Risk Doctrine: Contractors' Employees May No Longer Sue Property Owners For Work Related Injuries," Fresno Bar Bulletin, October 1993.

"Insurance Issues for Business Owners," Legal Alert, (Newsletter of Lerrigo, Nibler, Berryman, Coleman & Bennett), Fall 1993.

"Effective Commercial Collection Techniques," Legal Brief (Newsletter of Coleman & Horowitz), Summer 1995.

"Attorney Billing: What are the Options," Legal Brief (Newsletter of Coleman & Horowitz), Autumn 1995.

"How Not to Spend a Fortune on Experts," *Damages* section of syllabus to 1995 Statewide Damages Seminar Conducted by Consumer Attorneys of California).

"Subpoenas: What They Are and How to Respond to Them," Legal Brief (Newsletter of Coleman & Horowitz), Summer 1997.

"Court Determines Real Estate Agent Not Required to Validate Seller's Representations," Client Memorandum (Newsletter of Coleman & Horowitz), Vol. 2, No. 4.

"Court Defines Duty Owed by Agents and Sellers to Buyers," Real Estate Memo (Newsletter of Coleman & Horowitz), Vol. 3, No. 1.

Speaker, "CERCLA and You: The Impact of Environmental Laws on the General Contractor," sponsored by the Associated General Contractors of California - San Joaquin Valley District, January 21, 1993.

Panelist, "Personal Injury Workshop," sponsored by Fresno County Legal Secretaries Association, February 5, 1994.

Moderator and Chair, "Auto Seminar," sponsored by California Trial Lawyers Association, March 12, 1994.

Speaker, "California Mechanic's Lien Law," sponsored by Tri-County CPA/Law Forum, March 21, 1996.

Speaker, "Sexual Harrassment: Developing a Policy, Identifying, Investigating, and Eliminating Sexual Harrassment," sponsored by the National Association of Women in Construction, April 19, 1996.

Speaker, "California Mechanic's Lien Law," sponsored by National Association of Women in Construction, January 30, 1998

Speaker, "Collection of Delinquent Debts in California," sponsored by National Business Institute, March 1, 2002

Speaker, "California Mechanic's Lien Law Remedies," sponsored by National Business Institute, May 16, 2002

Speaker, "My Employee Stole WHAT? Protecting and Enforcing Trade Secrets," sponsored by Coleman & Horowitz, LLP and Littler Mendelson, P.C., in conjunction with the Business Associates of the Craig School of Business, California State University, Fresno, July 16, 2002

Speaker, "Alternative Dispute Resolution," sponsored by Common Interest Association, Fresno Chapter, July 18, 2002

Speaker, "Expert Witness Consulting: Getting Work and Getting Paid," sponsored by Roof Consultants Institute

"Legislature Gets Busy: Passes New Laws That Will Affect Business," Coleman & Horowitz, LLP Newsletter, Fall 2002

"The Pros and Cons of Arbitration," Coleman & Horowitz, LLP Newsletter, Spring 2004 and Fall 2004

Speaker, "Disclosures in Real Estate Transactions: Or How I Learned to Tell All and Save Myself From Claims," sponsored b Central California Association of Hispanic Realtors, March 17, 2005

"Supreme Court Tightens Ability of Unlicensed Contractors to Recover Damages," Construction Alert (Newsletter of Coleman & Horowitz, LLP), Summer 2005

"When to Record Mechanic's Liens," Construction Alert (Newsletter of Coleman & Horowitz, LLP), Summer 2006

"Be Sure of Your License," Construction Alert (Newsletter of Coleman & Horowitz, LLP), Summer 2007

"The Benefits of Mediation," Client Memorandum (Newsletter of Coleman & Horowitz, LLP), 2009

"Protect Yourself in Your Banking Relationship," Client Memorandum (Newsletter of Coleman & Horowitz, LLP), 2009

"Be Sure of Your License: Failure to Do So May Cost You," Construction Alert (Newsletter of Coleman & Horowitz, LLP), Winter 2010

"Court Confirms Knowledge of Unlicensed Status Does Not Bar Claim for Recovery," (Newsletter of Coleman & Horowitz, LLP), Summer 2010

"Bidding on Public Works Projects," Construction Alert (Newsletter of Coleman & Horowitz, LLP), Fall 2010

"Restriction in Deed Requiring Payment Of Prevailing Wages Enforceable," Construction Alert, Vol. 2 (Newsletter of Coleman & Horowitz, LLP), Winter 2011

"Changes In Mechanic's Lien: Must Now Serve Lien," Construction Alert, Vol. 1 (Newsletter of Coleman & Horowitz, LLP), Winter 2011

"How to Start a Business," Client Memorandum (Newsletter of Coleman & Horowitz, LLP), 2011

Panelist, "Commercial Lien and Bond," Webinar presented by International Society of Primerus Law Firms, January 11, 2011

Panelist, "Covenants Not to Compete," Webinar presented by International Society of Primerus Law Firms, June 8, 2011

"Supreme Court Determines that Retailer May Not Collect Zip Codes," Pardigm (Magazine of the International Society of Primerus Law Firms), Summer 2011 (with Helen E. Omapas)

"Presenting Your Case in Arbitration", Primerus 180, (On-Line Magazine of the International Society of Primerus Law Firms), Fall 2012

Panelist, "Storytelling" (provided mock opening statement of complicated fact pattern), Association of Business Trial Lawyers Annual Seminar, Dana Point, October 2013.

"Court Defines Liability of Architects to Third Parties," Primerus Construction Law E-Newsletter, April 2014.

Panelist, "Handling the Bet Your Company Case," Primerus Business Law Symposium (International Society of Primerus Law Firms, co-sponsored by Thompson Reuters), New York, May 2014

Panelist, "Getting the Most from Your Outside Counsel," Primerus Business Law Symposium (International Society of Primerus Law Firms, co-sponsored by ACC-Dallas/Ft. Worth Chapter), Ft. Worth, June 2015

Panelist, "Mediating the Complex Case", Association of Business Trial Lawyers Annual Seminar, Ojai, CA, October 2015

"Court Invalidates Lease-Leaseback Arrangement", co-authored with David J. Weiland (Newsletter of Coleman & Horowitz, LLP, 2016)

"Court Clarifies Notice Requirements for 20-Day Preliminary Notice" (Newsletter of Coleman & Horowitz, LLP, 2016)

"Court Determines Sanitary District Can Use Its Own Employees for Construction Projects" (Newsletter of Coleman & Horowitz, LLP, 2016)

"A Primer on Electronic Discovery", Paradigm Magazine (Magazine of the International Society of Primerus Law Firms), Spring 2016

Panelist, "International Arbitration-What Matters?", Primerus International Convocation, Miami, FL, May 5, 2018

Panelist, "Effecting Using Dispute Resolution Clauses for International Business: Arbitration versus Litigation - The Impact of the 2005 Hague Choice of Court Convention Becomes a Game Changer", Primerus International Convocation, Miami, FL, May 4, 2019

"Serious Consideration Must be Given in Responding to CLRA Demands", with Kelsey A. Seib (Primerus XPRESS Newsletter 4/29/20)

"Help for Your Company from Disruption Caused by the Coronavirus" (Newsletter of Coleman & Horowitz, LLP, 2020)

"COVID-19 Update: Additional Funding for Small Businesses" (Newsletter of Coleman & Horowitz, LLP, 2020)

Speaker, "Update in California Mechanic's Lien Law", Fresno County Bar Association, Real Property Section, September 14, 2022

Panelist, "Competing for Generational Talent - Expectations, Retention and Values", Primerus Global Conference, October 20, 2022, San Diego, California

**HONORS AND AWARDS**

Recipient-California State Bar, 1993 President's Pro Bono Service Award, District 5

Commendation-State Bar of California (for delivery of *pro bono* legal services), 1982, 1985, 1988 and 1990

Fellow: American Bar Foundation

AV® (Preeminent) Rating - Martindale Hubbell

Northern California Super Lawyer® (San Francisco Law & Politics Magazine; Thompson Reuters), 2007 (Construction Litigation) and 2007 - 2020 (Business Litigation)

Top 100 Lawyer in Northern California (Northern California Super Lawyers®, Thompson Reuters), 2015 - 2019

Perfect Rating of 10.0 - Avvo.com (2010 to present)

Top 100 Litigators in California, 2013, 2014 (American Society of Legal Advocates)

Senior Fellow: Trial Lawyer Honorary Society (Litigation Counsel of America)

Premier 100 Trial Lawyer (American Academy of Trial Lawyers)

Top 100 Bet Your Company Lawyers (2020)

Who's Who in the West, 1985

Who's Who in California, 1985 and 1988

Who's Who Among Rising Young Americans, 1990, 1992

International Who's Who of Professionals, 1996

National Register's Who's Who in Executives and Professionals, 2004

#### EXPERT TESTIMONY

*RSCO, Inc. v. Nevocal Enterprises, et al.*, Fresno County Superior Court Case No. 01 CE CG 00890; February, 2003; Mark Creede, Lang, Richert & Patch, 5200 N. Palm Ave., 4<sup>th</sup> Fl., Fresno, CA 93704, (559) 228-6700. Issue: Reasonableness of attorney's fees. Declaration.

*Alvarado v. FedEx Corporation, etc.*, United States District Court, Northern District of California, San Francisco Division, Case No. C 04-0098SI; Ernest Galvan, Rosen, Bien & Galvan, LLP, 315 Montgomery St., 10<sup>th</sup> Fl., San Francisco, CA 94101-1823, (415) 433-6830. Issue: Reasonableness of attorney's fees. Declaration.

*Gonzalez v. Daimler Chrysler, LLC, et al.*, Stanislaus County Superior Court Case No. 382751; October 2011, Gregory Mason, McCormick, Barstow, Sheppard, Wayte & Carruth, LLP, P.O. Box 28912, Fresno, CA 93720-1501, (559) 433-1300. Issue: Determination of whether separate corporations should be treated as a single enterprise. Deposition.

*Ballantine Produce Co., Inc., et al. v. Bank of the West*, Arbitration; November 2013; John Michael, Baker, Manock & Jensen, 5260 N. Palm Ave., 4<sup>th</sup> Fl., Fresno, CA 93704, (559) 432-5400. Issue: Reasonableness of attorney's fees. Declaration.

#### CONTACT

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E-Mail: [dhorowitz@ch-law.com](mailto:dhorowitz@ch-law.com)

Web: <https://ch-law.com/about-us/attorneys/darryl-horowitz/>

LinkedIn: <https://www.linkedin.com/in/darryl-horowitz-0631964/>