

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CIVIL ACTION NO.
24CV012197-910

CHRISTOPHER BURLESON, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

NUCOR CORPORATION,

Defendant.

**MEMORANDUM IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Plaintiff Christopher Burleson, individually and on behalf of all others similarly situated, submits the following memorandum and exhibits in support of his unopposed motion for preliminary approval of class action settlement. The Settlement¹ reached by the Parties should be preliminarily approved because it provides meaningful and substantial benefits to Settlement Class Members and is based upon Plaintiff's and his counsel's good faith assessment of the strengths and weaknesses of the claims.

In determining whether to preliminarily approve the Settlement, the Court need only determine whether the Settlement appears to fall within a range of reasonableness. Such a finding justifies the Court to order that notice be provided to Settlement Class Members and allow them to comment on the Settlement at the Final Approval Hearing. The Settlement negotiated here exceeds this standard. Accordingly, preliminary approval should be granted and notice of the Settlement and Final Approval Hearing should be disseminated to Settlement Class Members.

¹ The capitalized terms used in this Motion shall have the same meaning as defined in the Settlement Agreement (attached hereto as Exhibit 1), except as may otherwise be indicated.

I. SUMMARY OF THE LITIGATION

This class action arises out of Defendant Nucor Corporation's ("Nucor" or "Defendant") alleged failure to safeguard the personally identifiable information ("PII") that it maintained regarding Plaintiff Christopher Burleson ("Plaintiff," and, together with Defendant, the "Parties") and Settlement Class Members. Plaintiff alleges that from approximately May 26, 2023 through June 1, 2023 Defendant was the target of a cyberattack on its network (the "Data Incident").

Specifically, on approximately June 1, 2023, Nucor was informed by one of its third-party software vendors that a previously unknown vulnerability existed in widely-used file transfer software. Nucor reacted by disabling external access to the software and applying the security fix provided by the software vendor. Nucor also launched an extensive investigation and discovered that between approximately May 26, 2023 and June 1, 2023 certain electronic files were acquired by unauthorized third parties. Nucor's investigation revealed that the files that were acquired by the unauthorized third parties contained the name, bank account number, routing number and amounts deposited to certain individuals' accounts. On or about June 30, 2023, Nucor began sending Plaintiff and other Class Members written notice of the incident. In the notice, Nucor offered Plaintiff and the Class Members a two-year subscription to Equifax's Complete Premier credit monitoring service at no cost.

On August 11, 2023, Plaintiff Christopher Burleson filed a class action lawsuit (Case No. 3:23-cv-00506) against Nucor for harms suffered as a result of the Data Incident, alleging claims of negligence, breach of implied contract, breach of fiduciary duty, breach of confidence, and unjust enrichment/quasi contract. Plaintiff voluntarily dismissed this complaint on September 21, 2023, and the Parties began to discuss the possibility of early resolution. On April 17, 2024, Plaintiff refiled his complaint in this court, alleging claims for negligence, breach of implied

contract, breach of fiduciary duty, breach of confidence, unjust enrichment, and declaratory judgment. Defendant denies any wrongdoing and liability in connection with the Data Incident and maintains that it complied with all applicable laws.

After months of hard fought, arms'-length negotiations, and the exchange of substantial amounts of information related to the Data Incident and its alleged impact on Settlement Class Members, the Parties reached an agreement on the central terms of a settlement. Plaintiff and his counsel believe that, in consideration of all the circumstances, and after prolonged and serious arms'-length settlement negotiations with Defendant, the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class.

In the months following the agreement on the general terms of the Settlement, the Parties continued to negotiate the finer points of the Agreement and accompanying notice documents. The Settlement Agreement and various exhibits (the "S.A.") were finalized and signed in May 2024, and Plaintiff and his counsel believe the Settlement is favorable to the Settlement Class.

The terms of the proposed Settlement are fair, adequate, and reasonable, the proposed Class meets all requirements for certification for purposes of settlement, and the proposed Notice provides the best practicable notice and comports with due process. Accordingly, Plaintiff requests that the Court enter the proposed Preliminary Approval Order, which: (1) grants preliminary approval of the proposed Settlement; (2) certifies the Settlement Class contemplated by the Settlement Agreement; (3) appoints Milberg Coleman Bryson Phillips Grossman, PLLC Shamis & Gentile P.A., and Kopelowitz Ostrow Ferguson Weiselberg Gilbert as Class Counsel; (4) orders the proposed Notice be sent to the Settlement Class; and (5) schedules a Final Approval Hearing

to consider final approval of the proposed Settlement Agreement as well as approval of a Fee Award and Expenses, and a Service Award to the Class Representative.

II. TERMS OF THE PROPOSED SETTLEMENT

The Settlement's key terms are as follows:

A. Certification of Settlement Class

The Settlement provides for certifying the Settlement Class for settlement purposes only. The "Settlement Class" is defined as "all persons to whom notice was sent from Nucor that their personally identifiable information was involved in the Data Incident." S.A.¶ 1.23. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) officers and directors of Nucor and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff. *Id.* The Settlement Class includes approximately 8,824 individuals (each, a "Settlement Class Member").

B. Settlement Benefits to the Settlement Class

The Settlement provides for various forms of relief specifically tailored to address the harms Plaintiff and Settlement Class Members allege they suffered as a result of the Data Incident. The relief available to Settlement Class Members under the Settlement Agreement includes:

1. Ordinary Expense Reimbursement. All members of the Settlement Class who submit a valid and timely Claim Form and supporting documentation for reimbursement for the following documented out-of-pocket expenses fairly traceable to the Data Incident, not to exceed an aggregate total of \$750.00 per Settlement Class Member: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if

charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident (May 26, 2023) and the date of the close of the Claims Deadline (collectively, “Out-of-Pocket Expenses”). S.A.¶ 2.1. Settlement Class Members with Out-of-Pocket Losses must submit documentation supporting their claims. *Id.*

2. Compensation for Lost Time. Members of the Settlement Class are also eligible to receive reimbursement for up to four (4) hours of lost time remedying issues fairly traceable to the Data Incident (calculated at \$17.50 per hour). S.A.¶ 2.2. Members of the Settlement Class claiming Lost Time need only submit an attestation under penalty of perjury that any claimed lost time was spent remedying issues fairly traceable to the Data Incident and a written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident. *Id.* Claims for Lost Time can be combined with claims for Out-of-Pocket Losses but are subject to the \$750 cap. *Id.*

3. Extraordinary Expense Reimbursement: Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered by Out-of-Pocket Expenses if their identity was stolen as a result of the Data Incident in an amount not to exceed \$7,500.00 per Settlement Class Member. S.A.¶ 2.3. Settlement Class Member are eligible to receive reimbursement for the following extraordinary out-of-pocket expenses, which include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e)

unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations (“Extraordinary Expenses”). *Id.* To claim Extraordinary Expenses, the Settlement Class Member must (i) provide identification of the identity theft event(s); (ii) attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and actual identity theft or fraud; and (iii) provide reasonable documentation of the out-of-pocket losses claimed. *Id.*

Claims for Ordinary Expense Reimbursement, Lost Time, and Extraordinary Expense Reimbursement shall be capped at \$320,000 in the aggregate. S.A.¶ 2.6(b). In the event that all payments for reimbursement exceed \$320,000 all valid claims shall be reduced pro rata.

4. Credit Monitoring and Identity Theft Protections: Settlement Class Members who did not enroll in the two-years of credit monitoring offered by Nucor after the Data Incident are eligible to receive twenty-four (24) months of credit monitoring services upon submission of a timely, Valid Claim. The credit monitoring services will be provided through Equifax, Inc. S.A.¶ 2.5.

5. Remediation Efforts. All Settlement Class Members will benefit from Defendant’s systems and business practice changes designed to mitigate the risk of experiencing another data incident in the future, regardless of whether they file a claim for any other Settlement Benefits. S.A.¶ 2.7.

C. Appointment of Class Representative and Class Counsel

Plaintiff and his counsel are adequate representative for the Settlement Class under Rule 23. There are no conflicts between their interests and the interests of the proposed Settlement Class and Plaintiff are the same. Defendant does not oppose Plaintiff’s appointment as Class

Representative, and Defendant does not oppose appointment of Milberg Coleman Bryson Phillips Grossman, PLLC, Shamis & Gentile P.A., and Kopelowitz Ostrow Ferguson Weiselberg Gilbert as class counsel (“Class Counsel”).

D. Administration of Notice and Claims

RG/2 Claims Administration, LLC (“RG/2” or “Settlement Administrator”) will act as the Settlement Administrator to oversee the administration of the Settlement. RG/2, has extensive experience in administering class action settlements for similar matters. The costs of notice and settlement administration will be paid by Defendant separate and apart from the amounts available to pay for the monetary benefits offered to Settlement Class Members. S.A.¶ 3.2.

The Settlement Administrator will administer the Settlement, including: (1) providing short notice to the Settlement Class via direct mail; (2) creating and hosting a website (the “Settlement Website”) dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the Settlement, and the Settlement Agreement, including the “Short Form Notice” and “Long Form Notice” of the Settlement, and offering Settlement Class Members the ability to submit Claim Forms and supporting documentation for compensation; (3) maintaining a toll-free telephone number and mailing address by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (4) processing Claim Forms and supporting documentation submissions, and the provision of Settlement Payments for Approved Claims to Settlement Class Members; (5) processing Request for Exclusion forms from Settlement Class Members; and (6) any other provision of the Settlement Agreement that relates to settlement administration (collectively “Settlement Administration”). S.A.¶ 3.2.

As set forth in the Settlement Agreement, Defendant will generate and furnish a class list with Class Members' information to the Settlement Administrator within ten (10) days of the entry of the Preliminary Approval Order. S.A.¶ 3.2(a). Within 45 days after preliminary approval, the Settlement Administrator will use this information to send Notice of the Settlement to the Settlement Class Members identified on the Settlement Class List. S.A.¶ 3.2(d).

E. Attorneys' Fees and Service Award

Defendant has agreed to not oppose Class Counsel's fee request for attorneys' fees, inclusive of costs and expenses, in an amount not to exceed \$115,000. S.A.¶ 7.2. In addition, Class Counsel will apply for, and Defendant has agreed not to oppose, a service award of \$1,000 to Plaintiff. S.A.¶ 7.3. The Parties did not discuss the issue of attorneys' fees and expenses or service award until after reaching agreement on the Settlement Class Member benefits. Declaration of Scott Harris, attached hereto as Exhibit 2 ("Harris Dec.") ¶15. Defendant shall pay Attorneys' Fees and a Service Award separate from any payments to Settlement Class Members, and the amount of Attorneys' Fees will not have an impact on the funds available for payment to Settlement Class Members who submit Valid Claims. Plaintiff will file a separate motion for approval of attorneys' fees and costs in accordance with the proposed schedule discussed *infra*.

F. Release

The Parties have negotiated a Release, the terms of which are set forth in the Settlement Agreement. *See* S.A. ¶ 6. Upon reaching the Effective Date, Plaintiff and each Settlement Class Member who has not timely opted out shall have released Defendant from the Released Claims. S.A.¶ 6.1.

III. THE COURT SHOULD APPROVE THE SETTLEMENT

Under Rule 23(c) of the North Carolina Rules of Civil Procedure, a “class action shall not be dismissed or compromised without the approval of the judge.” Courts considering a proposed settlement under Rule 23, or its federal law counterpart, typically engage in a three-step process. First, the Court determines whether the proposed settlement merits preliminary approval. Second, the Court directs that notice of the proposed settlement be distributed to the settlement class, thereby providing class members with the opportunity to object to the settlement. Third, the Court evaluates whether final approval of the settlement is warranted and, if so, grants final approval. *See* Manual for Complex Litigation, Fourth Ed. (“MCL 4th”) § 21.632; N.C. Gen. Stat. § 1A-1, Rule 23(c); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 622 (1997).

A. The Settlement Merits Preliminary Approval

1. Legal Standard for Preliminary Approval

The preliminary approval process is the Court’s initial assessment of the proposed settlement, the purpose of which is to determine (1) whether the proposed settlement is within the range of reasonableness; (2) whether it is worthwhile to provide notice to the class of the terms and conditions of the settlement; and (3) whether to schedule a final approval hearing. 4 Alba Conte & Herbert Newberg, *Newberg on Class Actions* §11.25 (4th ed. 2002). The question at the preliminary approval stage is thus whether the settlement appears to be within the range of possible approval and was “[t]he result of good-faith bargaining at arm’s length, without collusion.” *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991); *see also Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 (4th Cir. 1975). This standard has been adopted in North Carolina. *See Ehrenhaus v. Baker*, 216 N.C. App. 59, 73, 717 S.E.2d 9, 19 (2011) (stating that the purpose of preliminary approval is “to determine whether the proposed settlement is within the range of possible approval

or, in other words, whether there is probable cause to notify the class of the proposed settlement”) citing *Horton v. Merrill, Lynch, Pierce, Fenner & Smith, Inc.*, 855 F. Supp. 825, 827 (E.D.N.C. 1994) (internal quotation omitted).²

2. The Proposed Settlement Meets the Standard for Preliminary Approval

In granting preliminary approval, a court may consider a number of factors, with no single factor being determinative. The relevant factors for review include: whether the settlement has no obvious deficiencies and otherwise falls within the range of possible approval, whether it unreasonably grants preferential treatment to the plaintiff or segments of the class, and whether it appears to be the product of serious, informed and non-collusive negotiations. MCL 4th § 21.632. If the settlement survives scrutiny under these criteria, the Court should direct notice of a final approval hearing be given to class members, at which time arguments and evidence may be presented in support of and (to the extent there are any objectors) in opposition to the settlement. *Id.*, §§ 21.632, 21.633.

i. *The Settlement Has No Obvious Deficiencies and is Within the Range of Reasonableness*

It is well-established that the public interest favors settling litigation. See *Hardin v. KCS Int'l, Inc.*, 682 S.E.2d 726, 737–38 (N.C. Ct. App. 2009). Not only do settlements conserve judicial resources, but they are the preferred method of resolving legal disputes because they reflect the collective judgment of the litigants, who are in the best position to evaluate the strengths and weaknesses of their legal positions. *Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982) (quotation omitted). Indeed, most courts recognize that the opinion of experienced counsel

² “[W]hile federal class action cases are not binding on [North Carolina courts,] we have held in the past that the reasoning in such cases can be instructive. This is so even though North Carolina’s [Rule 23] ... is quite different from the present federal Rule 23.” *Ehrenhaus* 216 N.C. App. 59 at 70 quoting *Scarvey v. First Fed. Sav. & Loan Ass’n.*, 146 N.C.App. 33, 41, 552 S.E.2d 655, 660 (2001) (citations omitted). Accordingly, both state and federal case law are cited in support of this Motion.

supporting the settlement is entitled to considerable weight. *See, e.g., Reed v. GMC*, 703 F.2d 170, 175 (5th Cir. 1983) (“In reviewing proposed class settlements, a trial judge is dependent upon a match of adversary talent because he cannot obtain the ultimate answers without trying the case.”). Against this backdrop, preliminary approval of a settlement is warranted when there is “probable cause” to believe that the settlement is fair, reasonable and adequate and that the Class should be notified. *Ehrenhaus*, 216 N.C. App. at 73, 717 S.E.2d at 19.

The negotiated Settlement resolves the Parties’ legal disputes in a reasonable manner, and provides for the fair and adequate relief outlined above. The relief negotiated for in the Settlement has been tailored to address the actual injuries and damages claimed to have been sustained by Plaintiff and Settlement Class Members. These benefits include the ability to claim significant cash for out-of-pocket losses reasonably incurred as a result of the Data Incident, compensation for Lost Time, added identity theft protection, and remediation efforts designed to improve Defendant’s cybersecurity and better protect the information of Settlement Class Members going forward.

Settlement Class Members will be able to obtain their benefits relatively quickly, rather than waiting for years of litigation and appeals to resolve, if those efforts resulted in any relief to Plaintiff and the Settlement Class at all. Further, the Settlement reflects Class Counsel’s assessment of the strengths and weaknesses of the case, as well as the amount of damages Class Members could expect to receive from a favorable verdict. Therefore, the Settlement is within the range of reasonableness.

ii. *The Settlement Does Not Unreasonably Treat Segments of the Class Differently*

The Settlement provides reasonable benefits to all Settlement Class Members. All Settlement Class Members can claim the same benefits. Notably, the named Plaintiff can claim the same amounts as the Settlement Class and is not being treated differently than any other Settlement

Class Member, with the exception of a small Service Award to compensate him for his time and efforts in pursuing this matter on behalf of the Settlement Class. Harris Dec. ¶ 16.

iii. *The Settlement is the Product of Non-Collusive Negotiations*

The Settlement was “the result of good-faith bargaining at arm’s length, without collusion.” *Jiffy Lube*, 927 F.2d at 159. Plaintiff’s counsel has extensive experience in litigating claims similar to those asserted in this case. See Harris Dec., ¶¶ Exs. A, B. Defendant is represented by highly-capable outside counsel with experience in both data privacy law and class action litigation. While the Parties were always professional and collegial in their dealings with one another, there is no question that each side zealously advocated its respective clients’ position in an adversarial posture.

Prior to reaching an agreement, each side was able to independently assess and weigh the costs and risks of proceeding to trial, as well as the relative strengths and weaknesses of their respective claims and defenses. At each step of the action, the Parties’ relationship has always been adversarial. The Settlement itself was the product of months of protracted arms’-length negotiations. The proposed Settlement was clearly the product of non-collusive negotiations between competent counsel for all Parties.

IV. THE COURT SHOULD PRELIMINARILY CERTIFY THE SETTLEMENT CLASS

In order to certify a class under Rule 23 of the North Carolina Rules of Civil Procedure, Plaintiff must establish: (1) the existence of a class (i.e. that shared issues of law or fact predominate over individual issues); (2) the named representatives are adequate representatives (i.e. they will fairly and adequately represent the class, there is no conflict of interest between the named representatives and the class, and the named parties have a genuine personal interest in the outcome of the case); (3) class members are so numerous to make joinder impractical; (4) adequate

notice can be given to the class; and (5) a class action is superior to individual actions. *Crow v. Citicorp Acceptance Co., Inc.*, 319 N.C. 274, 282, 354 S.E.2d 459, 465 (1987); *see also Faulkenbury v. Teachers' and State Employees' Retirement Sys. of North Carolina*, 345 N.C. 683, 697, 483 S.E.2d 422, 431 (1997). These class certification requirements are properly considered when determining whether to certify a class for settlement purposes. *See, e.g., Nakatsukasa v. Furiex Pharms., Inc.*, 2015 NCBC 68, at ¶¶ 10-15 (N.C. Super Ct. July 1, 2015); *In re Newbridge Bancorp S'holder Litig.*, 2016 NCBC 87, at ¶ 37 (N.C. Super Ct. Nov. 22, 2016).

Plaintiff's proposed Settlement Class satisfies all requirements under Rule 23. The Settlement Class Members share similar issues of fact and law. Here, all Settlement Class Members suffered the same alleged injury—potential unauthorized access of their personal data in the Data Incident—and are asserting the same legal claims. These raise a number of common questions, such as whether Defendant failed to adequately safeguard the records of Plaintiff and other Settlement Class Members. Defendant's data security safeguards were common across the Settlement Class, and the safeguards applied to the data of one Settlement Class Member did not differ from those applied to another.

Other specific common issues include (but are not limited to):

- Whether Defendant had a duty to use reasonable care to safeguard Plaintiff's and Class Members' PII;
- Whether Defendant failed to use reasonable care and commercially reasonable methods to safeguard and protect Plaintiff's and Class Members' PII from unauthorized release and disclosure, and;

- Whether proper data security measures, policies, procedures, and protocols were in place and operational within Defendant’s computer systems to safeguard and protect Plaintiff’s and Class Members’ PII from unauthorized disclosure.

These common questions, and others alleged by Plaintiff in the Complaint, are central to the causes of action brought here and can be addressed on a class-wide basis.

The common issues here also predominate. Common liability issues often predominate where class members “all assert injury from the same action.” *Gray v. Hearst Commc’ns, Inc.*, 444 F. App’x 698, 701–02 (4th Cir. 2011); *see also Stillmock v. Weis Markets, Inc.*, 385 F. App’x 267, 273 (4th Cir. 2010) (finding common issues predominated where class members were exposed to “the identical risk of identity theft in the identical manner by the repeated identical conduct of the same defendant.”).

Here, as in other data breach cases, common questions predominate because all claims arise out of a common course of conduct by Defendant. *See, e.g., Abubaker v. Dominion Dental USA, Inc.*, No. 1:19-cv-01050, 2021 WL 6750844 at *3 (E.D. Va. Nov. 19, 2021); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 308 (N.D. Cal. 2018). The focus on a defendant’s security measures in a data breach class action “is the precise type of predominant question that makes class-wide adjudication worthwhile.” *Anthem*, 327 F.R.D. at 312. Other courts have recognized that the types of common issues arising from data breaches predominate over any individualized issues. *See, e.g., Hapka v. CareCentrix, Inc.*, 2018 WL 1871449, at *2 (D. Kan. Feb. 15, 2018) (finding predominance was satisfied in a data breach case, stating “[t]he many common questions of fact and law that arise from the E-mail Security Incident and [Defendant’s] alleged conduct predominate over any individualized issues”); *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016) (finding common predominating

questions included whether Home Depot failed to reasonably protect class members' personal and financial information, whether it had a legal duty to do so, and whether it failed to timely notify class members of the data breach); *In re Heartland Payment Sys. Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1059 (S.D. Tex. 2012) (finding predominance satisfied in data breach case despite variations in state laws at issue, concluding such variations went only to trial management, which was inapplicable for settlement class). The first factor for class certification is satisfied here.

Plaintiff is an adequate class representative. Plaintiff received direct mail notice of the Data Incident from Defendant stating that his private information could have been accessed in the Data Incident. As such, he has a genuine, personal interest in the outcome of the case. Plaintiff participated in Class Counsel's pre-suit investigation and has remained in contact throughout the settlement negotiations. As such, Plaintiff has demonstrated his devotion to the prosecution of this case and to the Settlement Class.

Settlement Class Members are too numerous to make joinder possible, and a class action is superior to individual litigation in this context. There are approximately 8,824 Settlement Class Members, making them too numerous for joinder. *See Jeffreys v. Commc'ns Workers of Am. AFL-CIO*, 212 F.R.D. 320, 322 (E.D. Va. 2003) (noting that "where the class numbers twenty-five or more, joinder is generally presumed to be impracticable"). Additionally, given the relatively low actual damages figure, it is unlikely that, absent a class action, these claims would be pursued as individual cases. Indeed, Class Counsel is aware of no other attorney prosecuting any other case arising from this Data Incident. Harris Dec. ¶ 4. "[T]he purpose of the superiority requirement is to assure that the class action is the most efficient and effective means of resolving the controversy" 7AA Charles Wright, Arthur Miller & Mary Kay Kane, *Federal Practice and Procedure* §

1779 (3d ed. 2005). A class action is superior in this instance because litigating the same claims of all the class members through individual litigation would obviously be inefficient. The superiority requirement thus is satisfied. *See Anthem*, 327 F.R.D. at 315-16

Finally, as outlined below, counsel for the Parties have, with the assistance of the Claims Administrator, developed a Notice Plan that will provide actual, direct notice to nearly all members in the class. In addition, the direct notice here will be bolstered by information available on the Settlement Website.

V. THE COURT SHOULD APPROVE THE NOTICE PLAN

A. The Notice Plan Will Provide the Best Practicable Notice to Settlement Class Members

Under Rule 23(c) of the North Carolina Rules of Civil Procedure, notice of a proposed settlement “shall be given to all members of the class in such manner as the judge directs.” The rule does not set forth the contents of the notice, which are “dictated by ‘fundamental fairness and due process.’” *Frost v. Mazda Motor of Am., Inc.*, 353 N.C. 188, 197, 540 S.E.2d 324, 330 (2000) (quoting *Crow*, 319 N.C. at 283, 354 S.E.2d at 463). “The trial court should require that the best notice practical under the circumstances be given to class members. Such notice should include individual notice to all members who can be identified through reasonable efforts, but it need not comply with the formalities of service of process.” *Crow*, 319 N.C. at 283-84, 354 S.E.2d at 466.

Settlement Class Members will receive the best notice practicable under the proposed notice plan because here, Settlement Class Members will receive direct notice of the Settlement through U.S. Mail. *See Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175 (1974) (“the express language and intent of [Federal Rule of Civil Procedure] 23 (c)(2) leave no doubt that individual notice must be provided to those class members who are identifiable through reasonable effort.”). The Settlement Notice and Claim Form will adequately apprise Settlement Class Members of the

Settlement and provide the means for them to apply for its benefits. The Settlement Notice will be in a substantially similar form as those attached as Ex.'s A and B to the Settlement Agreement. The proposed Long Form Settlement Notice (S.A. Ex. B) sets forth a summary of the settlement terms; an explanation of the persons and claims being released under the Settlement; a description of the Settlement Class; the date, time, and location of the Final Approval Hearing; a statement of Settlement Class Members' rights to appear and object and the procedures that must be followed to be heard; a statement that Class Counsel intends to petition for a payment of attorneys' fees and expenses; and whom to contact for more information about the Settlement. The proposed Claim Form is written in a short and plain manner that can be easily followed, and will be in substantially the same form as Ex. C to the S.A.

In addition to the direct notice discussed above, the Claims Administrator will create a website which provides key information about the Settlement. Class members will be able to use the Settlement Website to access the Settlement Notice and the Claim Form. The Notice Plan's blend of direct notice and the establishment of a Settlement Website will achieve the best notice practicable to Settlement Class Members as required by Rule 23 of the North Carolina Rules of Civil Procedure.

B. A Final Approval Hearing Should be Scheduled

This Court should schedule a Final Approval Hearing because the Settlement is within the range of reasonableness and the Notice Plan provides the best practicable notice to Settlement Class Members.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court: (1) preliminarily approve the proposed Settlement set forth in the Settlement Agreement; (2) preliminarily certify

the Settlement Class; (3) approve the form and manner of notice set forth herein; (4) appoint Milberg Coleman Bryson Phillips Grossman, PLLC, Shamis & Gentile P.A., and Kopelowitz Ostrow Ferguson Weiselberg Gilbert as Class Counsel, and; (5) set a hearing date for final approval of the proposed Settlement and corresponding interim deadlines for dissemination of notice and for objections by class members; and to grant such other and further relief as the Court deems just and proper.

Dated: August 19, 2024

Respectfully submitted,

**MILBERG COLEMAN BRYSON
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EXHIBIT 1

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CIVIL ACTION NO. 24CV012197-910

CHRISTOPHER BURLESON, ON
BEHALF OF HIMSELF AND ALL
OTHERS SIMILARLY SITUATED,

Plaintiff,

v.

NUCOR CORPORATION,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement, dated June, 2024, is made and entered into by and among the following Settling Parties (as defined below): (i) Christopher Burleson (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Class (as defined below), by and through Class Counsel (as defined below); and (ii) Nucor Corporation (“Nucor”), by and through its counsel of record, Arnold & Porter Kaye Scholer LLP. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Nucor contends that on approximately June 1, 2023, Nucor was informed by one of its third-party software vendors that a previously unknown vulnerability existed in a widely used file transfer software. Nucor reacted immediately by disabling external access to the software and applying the security fix provided by the software vendor. Nucor also launched an extensive investigation and discovered that between approximately May 26, 2023, and June 1, 2023, before

Nucor was notified of the vulnerability, certain electronic files were acquired by unauthorized third parties. Nucor's investigation revealed that the files that were acquired by the unauthorized third parties contained the name, bank account number, routing number and amounts deposited to certain individuals' accounts. On or about June 30, 2023, Nucor began sending Plaintiff and other Settlement Class Members written notice of the incident. In the written notice, and as an added precaution, Nucor offered Plaintiff and the Settlement Class Members a two-year subscription to Equifax's Complete Premier credit monitoring service at no cost.

On April 17, 2024, Plaintiff commenced this action by filing a complaint, Case No. 24CV012197-910 (the "Litigation") in the Superior Court of North Carolina, Wake County. The causes of action in the complaint include five claims for: (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; (4) breach of confidence; (5) unjust enrichment / quasi contract.

Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of Released Claims (defined below) against the Released Entities (defined below) by and on behalf of the Class Representative and Settlement Class Members relating to the Data Incident (as defined below).

II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING

Plaintiff believes that the claims asserted in the Litigation, as set forth in the complaint, have merit. Plaintiff and Plaintiff's Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to proceed with the Litigation against Nucor through discovery, motion practice, trial, and potential appeals. Plaintiff and Plaintiff's Counsel have also taken into account the uncertain outcome and risk of continued litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff's Counsel is experienced in class action

litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Nucor denies any and all of the claims, causes of action, and contentions alleged against Nucor, individually and collectively, in the Litigation. Nucor denies all charges of wrongdoing or liability as alleged, or that could be alleged, in the Litigation. Nucor likewise denies all charges of damages as alleged, or that could be alleged, in the Litigation. Nonetheless, Nucor recognizes the expense and protracted nature of litigation such as this one and the uncertainty and risks inherent in any litigation, and has therefore concluded that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by Plaintiff, individually and on behalf of the Settlement Class, and Nucor that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement as follows:

1. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator (as defined below).

1.3 “Claims Administrator” means RG/2 Claims Administration LLC, a company experienced in administering class action claims generally and specifically of the type provided for and made in data security litigation.

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.4.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (both defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C**, which will be available on the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the Superior Court of North Carolina, Wake County.

1.8 “Data Incident” means the cybersecurity incident that Nucor discovered on June 1, 2023, giving rise to the Litigation.

1.9 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.10 “Effective Date” means the first day by which all of the events and conditions specified in ¶ 1.11 have occurred and been met.

1.11 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any appeal of an order governing the attorneys’ fees, costs, and expenses award or the service award to the Class Representative, or any order modifying or reversing any attorneys’ fees, costs, and expenses award or service award to the Class Representative made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.12 “Judgment” means a judgment rendered by the Court granting final approval of the settlement set forth herein.

1.13 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form shown in **Exhibit B**.

1.14 “Objection Date” means the date by which Settlement Class Members must mail their written objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 “Opt-Out Date” means the date by which Settlement Class Members must mail their written requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.16 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.17 “Preliminary Approval Order” means the order from the Court preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.18 “Proposed Settlement Class Counsel” and/or “Class Counsel” means the law firms of Milberg Coleman Bryson Phillips Grossman, PLLC, Shamis & Gentile P.A., and Kopelowitz Ostrow Ferguson Weiselberg Gilbert.

1.19 “Related Entities” means each of the Nucor’s respective predecessors, successors, parents, subsidiaries, divisions, and affiliates and each of its and their respective representatives, directors, officers, principals, agents, employees, attorneys, insurers, reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity of the Data Incident or who pleads *nolo contendere* to any such charge.

1.20 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any individual or class-wide causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty,

regulation, or common law of any country, state, province, county, city, or municipality, including, but not limited to, 15 U.S.C. §§ 45, *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; state consumer protection statutes; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligence, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs, and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Entities based on, relating to, concerning or arising out of the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Entities to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.21 "Released Entities" means Nucor and the Related Entities.

1.22 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.23 "Settlement Class" means all persons to whom notice was sent from Nucor that their personally identifiable information was involved in the Data Incident. Excluded from

the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) officers and directors of Nucor and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

1.24 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.25 “Settlement Website” means the website described in ¶ 3.2(c).

1.26 “Settling Parties” means, collectively, Nucor and Plaintiff individually and on behalf of the Settlement Class.

1.27 “Short Notice” means the content of the mailed notice to the Settlement Class Members, substantially in the form shown as **Exhibit A**. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, costs, and expenses and service award, and the date of the Final Fairness Hearing (as defined in ¶ 3.4 below).

1.28 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Entities that, if known by him or her, might have affected his or her settlement with, and release of, the Released Entities, or might have affected his or her decision not to object and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and

shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code §1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides that:

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

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.29 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, Puerto Rico, and all territories.

1.30 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process described in ¶ 2.8.

2. Settlement Benefits

2.1 Expense Reimbursement. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented out-of-pocket expenses fairly traceable to the Data Incident, not to exceed an aggregate total of \$750.00 per Settlement Class Member: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident (May 26, 2023) and the date of the close of the Claims Deadline (collectively, “Out-of-Pocket Expenses”). To receive reimbursement for Out-of-Pocket Expenses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Claims Administrator, and attest under penalty of perjury that the Out-of-Pocket Expenses are fairly traceable to the Data Incident, as described further in ¶ 2.4 below.

2.2 Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of lost time remedying issues fairly traceable to the Data Incident (calculated at \$17.50 per hour), with an attestation under penalty of perjury that any claimed lost time was spent remedying issues fairly traceable to the Data Incident and a written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident, as described further in ¶ 2.4 below (“Lost Time”). Claims made for Lost Time can be combined with reimbursement for the above referenced Out-Of-Pocket Expenses, and claims for both Lost

Time and Out-Of-Pocket Expenses are subject to the single total aggregate cap of \$750.00 per Settlement Class Member in ¶ 2.1 above.

2.3 Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered by Out-of-Pocket Expenses if their identity was stolen as a result of the Data Incident in an amount not to exceed \$7,500.00 per Settlement Class Member. Settlement Class Member are eligible to receive reimbursement for the following extraordinary out-of-pocket expenses, which include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations (“Extraordinary Expenses”). To claim Extraordinary Expenses, the Settlement Class Member must (i) provide identification of the identity theft event(s); (ii) attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and actual identity theft or fraud; and (iii) provide reasonable documentation of the out-of-pocket losses claimed.

2.4 Settlement Members seeking reimbursement under ¶¶ 2.1, 2.2, and 2.3 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online, on or before the 90th day after the date on which notice commences pursuant to ¶ 3.2. The notice to the Settlement Class will specify this deadline and other relevant dates. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and

correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. For Out-of-Pocket Expenses and Extraordinary Expenses, the Settlement Class Member must submit reasonable documentation reflecting that these expenses claimed were both actually incurred and fairly traceable to the Data Incident and not otherwise reimbursed by another source. This documentation must include receipts or similar documentation that documents the costs incurred. "Self-prepared" documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support to other submitted documentation. In assessing what qualifies as "fairly traceable," the Settlement Administrator may consider (i) whether the timing of the loss occurred on or after May of 2023; (ii) the type of personal information involved in the Data Incident for that particular Settlement Class Member; (iii) whether the claimed losses pertain to remedying or preventing an identity theft or fraud incident likely to be associated with the release of the type of personal information for that particular Settlement Class Member involved in the Data Incident; and (iv) whether the Settlement Class Member experienced other data incidents or received notices of other data incidents during this time period. Failure to provide supporting documentation of Out-of-Pocket Expenses or Extraordinary Expenses, as requested on the Claim Form, shall result in denial of the claim. For the Lost Time claimed by Settlement Class Members, the Settlement Class Member must provide an attestation under penalty of perjury indicating that the time claimed was spent in connection with remedying issues fairly traceable to the Data Incident and a written description of when the lost time happened and how the claimed lost time was spent in connection with remedying issues fairly traceable to the Data Incident.

2.5 Credit Monitoring Services.

(ix) Settlement Class Members who did not enroll in the two-years of credit monitoring offered by Nucor after the Data Incident are eligible to receive twenty-four (24) months of credit monitoring services upon submission of a timely, Valid Claim. The credit monitoring services will be provided through Equifax, Inc.

2.6 Limitations on Reimbursable Expenses.

(i) Before recovering any settlement benefits pursuant to ¶¶ 2.1, 2.2, and 2.3, the Settlement Class Members must exhaust all their existing credit monitoring insurance or other reimbursement insurance benefits covering losses due to identity theft and stolen funds available to them in connection with the credit monitoring protections already provided by Nucor. Nucor shall not be required to provide a double payment of the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

(ii) Nucor's obligation to reimburse valid claims expenses for the settlement benefits in ¶¶ 2.1, 2.2, and 2.3 shall not exceed \$320,000.00, in the total aggregate, for all claim payments for all Settlement Class Members. If the total amount of otherwise valid claims exceeds \$320,000.00, all valid claims shall be reduced *pro rata*.

2.7 Changes to Systems or Business Practices.

(i) In connection with these settlement negotiations, Nucor has acknowledged (without any admission of liability), that Nucor has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future.

(ii) Nothing in ¶ 2.7 shall create any contractual rights to any present or future equitable remedy requiring Nucor to establish or maintain any particular security processes or procedures in the future or otherwise take any action in response to the Litigation. In addition, notwithstanding actions to enforce this settlement, nothing in ¶ 2.7 may be used to create a cause of action against Nucor or may be used in connection with any other matter against Nucor.

2.8 Dispute Resolution Process for Claims.

(i) The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has submitted a complete Claim Form with all the necessary information, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2; and (iii) the information submitted could lead a reasonable person to conclude that the claimed losses are fairly traceable to the Data Incident. The Claims Administrator will require the documentation requested on the Claim Form and documentation of the claimed losses to be provided to reasonably evaluate the claim. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete.

(ii) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation (other than an adequate written description for Lost Time) to determine whether the claim is valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (*e.g.*, illness, military service, out of the country, mail failures, lack of

cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply, as determined by the Claims Administrator; however, in no event shall the deadline be extended for longer than three (3) months from the date of the request for Claim Supplementation. If the defect is not timely cured, the claim will be deemed incomplete and thus invalid, and Nucor shall bear no obligation to pay the claim.

(iii) Following receipt of additional information requested by the Claims Administrator or in the event that no additional information is requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to assess the validity of the claim and either accept (in whole or at a lesser amount) or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is valid, then the claim shall be a Valid Claim and paid according to ¶ 8.2. If the Claims Administrator determines that such a claim is not valid, then the Claims Administrator may reject the claim without any further action.

(iv) Settlement Class Members shall have thirty (30) days from receipt of the final determination by the Claim Administrator to accept or reject the determination regarding an award. If the Settlement Class Member approves the final determination, then the approved amount shall be the amount to be paid (pursuant to the process described in ¶ 8.2 and subject to the limitation in ¶ 2.6 (b)). If the Settlement Class Member rejects the Claim Administrator's final determination, the Claims Administrator shall submit that claim to the Settling Parties (one of Plaintiff's lawyers and one of Nucor's lawyers shall be designated to fill this role). If, after meeting and conferring in good faith to resolve the dispute, the Settling Parties do not agree regarding the Settlement Administrator's final determination, then the claim shall be referred to a claims referee for resolution. The Settlement Parties will mutually agree on the claims referee should one be

required. If the Settling Parties are unable to mutually agree on a claims referee, the Settling Parties will submit the Settlement Class Member's claim to the Court for final resolution.

(v) Within thirty (30) days of a dispute being submitted to the claims referee, the claims referee shall decide the dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and are fairly traceable to the Data Incident. The claims referee shall have the power to reject a claim or approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any Settlement Class Member referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full.

2.9 Settlement Expenses. All Costs of Claims Administration, including the costs of providing notice, as required under ¶ 3.2, and the costs of Dispute Resolution described ¶ 2.8, including all costs and expenses of the claims referee, shall be paid by Nucor.

2.10 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to

any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1 As soon as practicable after the execution of the Settlement Agreement, Plaintiff's Counsel and counsel for Nucor shall jointly submit this Settlement Agreement to the Court, and Plaintiff's Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

(i) Certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.10;

(ii) Preliminary approval of the Settlement Agreement as set forth herein;

(iii) Appointment of Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Andrew J. Shamis of Shamis & Gentile P.A., and Jeff Ostrow of Kopelowitz Ostrow Ferguson Weiselberg Gilbert as Class Counsel;

(iv) Appointment of Plaintiff as Class Representative;

(v) Approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit A**.

(vi) Approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, which, together, with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested

attorneys' fees, costs, and expenses, and the requested service award to Class Representative, and the date, time, and place of the Final Fairness Hearing (as defined in ¶ 3.4 below);

(vii) Approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit C**; and

(viii) Appointment of RG/2 Claims Administration LLC as the Claims Administrator.

3.2 Nucor shall pay for providing notice in accordance with the Preliminary Approval Order, and the costs of such notice, together with the costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiff's Counsel, and service award to the Class Representative, as approved by the Court, shall be paid by Nucor. Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

(i) *Class Member Information*: Within ten (10) days of entry of the Preliminary Approval Order, Nucor shall provide the Claims Administrator with the name and physical address of each Settlement Class Member (collectively, "Class Member Information") that Nucor and/or the Released Entities possess.

(ii) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or to provide all data and information in its possession to the Settling Parties, upon request by the Settling Parties (which request will only be made as needed to effectuate this Settlement Agreement), the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member

Information, and shall delete the Class Member Information when no longer needed to administer the settlement.

(iii) *Settlement Website*: Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, which will inform Settlement Class Members of the terms of the Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and make available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; (v) the operative Consolidated Class Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form and supporting documentation electronically.

(iv) *Short Notice*: Within thirty (30) days of entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class Members as follows:

(i) via direct mail to the postal address provided by Nucor and/or the Released Entities for the Settlement Class Members. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order;

(ii) in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

(iii) in the event that subsequent to the first mailing of a Short Notice, and prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs the skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice promptly, but in no event later than seven (7) days of receiving such information. This shall be the final requirement for mailing.

(v) Publishing, on or before the date of the mailing of the Short Notice, the Claim Form and Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement website throughout the claim period;

(vi) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement and to respond to Settlement Class Members’ questions. The Claims Administrator also will mail copies of the Short Notice, Long

Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members; and

(vii) Contemporaneously with seeking final approval of the Settlement, Class Counsel and counsel for Nucor shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The notice program shall commence within thirty (30) days after entry of the Preliminary Approval Order and the claims period will close ninety (90) days from the commencement of notice.

3.4 Class Counsel and counsel for Nucor shall request that, after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated address established by the Claims Administrator. The written notice must clearly manifest the Person’s intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which notice commences pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any cash benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded

from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that, within fifteen (15) days after the Opt-Out Date, as approved by the Court, more than five percent (5%) of Settlement Class Members submit timely, valid Opt-Outs (exclusions), Nucor may, by notifying Class Counsel and the Court in writing, terminate this Settlement Agreement. If Nucor terminates the Settlement Agreement pursuant to this paragraph, Nucor shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and Plaintiff's Counsel and service award to Class Representative and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection no later than sixty (60) days after the date on which notice commences pursuant to ¶ 3.2. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket

number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, located at 700 E. Stonewall St., Charlotte, NC 28202, under the caption *Burleson v. Nucor Corporation*, Case No. 24CV012197-910, no later than sixty (60) days after the date on which notice commences pursuant to ¶ 3.2, and served concurrently therewith upon Class Counsel, Gary Klinger, Milberg Coleman Bryson Phillips Grossman PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606; and counsel for Nucor, Daniel E. Raymond, Arnold & Porter Kaye Scholer LLP, 70 West Madison Street, Suite 4200, Chicago, Illinois 60602-4321.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the North Carolina Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Settlement Class Members who do not opt-out of the settlement in accordance with Court approved opt-out procedures and deadlines are bound by the release set forth in ¶¶ 6.2 and 6.3 below.

6.2 The obligations incurred under this settlement shall be in full and final disposition of the Litigation and of any and all Released Claims against all Released Entities.

6.3 Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

7. Attorneys' Fees, Costs, and Expenses And Service Award to Plaintiff

7.1 Nucor shall pay such attorneys' fees, costs, and expenses of Class Counsel in the Litigation as may be approved by the Court, provided that the total amount shall not exceed one hundred and fifteen thousand dollars (\$115,000.00).

7.2 To facilitate the Parties' agreement on attorneys' fees, costs, and expenses and reimbursement in this Litigation, Plaintiff and his attorneys agree not to seek more than one hundred and fifteen thousand dollars (\$115,000.00) in attorneys' fees, costs, and expenses, and Nucor agrees not to contest a request for attorneys' fees, costs, and expenses by Plaintiff and his attorneys, so long as the request does not exceed one hundred and fifteen thousand dollars (\$115,000.00). Nucor shall pay any award of attorneys' fees, costs, and expenses in addition to any settlement benefits provided to Settlement Class Members pursuant to this Settlement Agreement and the costs of Claims Administration, including the costs of notice, as required under ¶ 3.2, and the costs of Dispute Resolution required under ¶ 2.8 and separate and apart from any

service award to Class Representative. The Parties did not discuss or agree upon payment of attorneys' fees, costs, and expenses until after they agreed on all material terms of relief to the Settlement Class Members.

7.3 Nucor also agrees not to contest a request for a service award up to one thousand dollars (\$1,000.00) to the Class Representative, subject to Court approval. Nucor shall pay any service award to Class Representative in addition to any benefits provided to Settlement Class Members and the costs of notice and settlement administration and separate from any award of attorneys' fees, costs, and expenses. The Parties did not discuss or agree upon payment of incentive award to Class Representative until after they agreed on all material terms of relief to the Settlement Class Members.

7.4 Any attorneys' fees, costs, and expenses awarded by the Court as well as any incentive award to Class Representative awarded by the Court shall be due and payable to Class Counsel Gary Klinger, Milberg Coleman Bryson Phillips Grossman PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606 within thirty (30) days after the later of the Court's entry of Final Judgment or the Court's entry of an order awarding attorneys' fees, costs, and expenses, regardless of the Effective Date of the Settlement. If the Final Judgment or the order awarding attorneys' fees, costs, and expenses is reversed or altered, Class Counsel shall repay the fees and costs awarded in accordance with subsequent orders or proceedings in the case.

7.5 Nucor shall pay attorneys' fees, costs, and expenses and any incentive award to the Class Representative, as set forth above in ¶¶ 7.1, 7.2, 7.3, and 7.4, to Class Counsel Gary Klinger. Class Counsel Gary Klinger shall distribute the award of attorneys' fees, costs, and expenses among co-Class Counsel and Plaintiff's Counsel and the incentive award to Class Representative.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the incentive award to Class Representative, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount(s) of any attorneys' fees, costs, and expenses, and service award to Class Representative awarded by the Court to Class Counsel shall affect whether the Judgment is Final or constitutes grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. At a minimum, Class Counsel and Nucor shall be given monthly reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration and dispute resolution issues. The Claims Administrator's and, if applicable, claims referee's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶ 2.8. All claims agreed to be paid in full by Nucor shall be deemed a Valid Claim.

8.2 Checks for Valid Claims shall be mailed by the Settlement Administrator and postmarked either within sixty (60) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered

by the Court or otherwise expressly agreed by the Settling Parties in a written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, claims referee, Nucor, Released Entities, Class Counsel, Plaintiff, Plaintiff's Counsel, and/or Nucor's counsel based on determinations or distributions of benefits to Settlement Class Members or any other matters related to administration of claims and dispute resolution.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, Plaintiff's Counsel, and counsel for Nucor.

8.6 The Parties and their respective counsel have made no representation or warranty with respect to any tax treatment by any Class Member of any payment or transfer made pursuant to this Agreement. Each Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, they, or it of the receipt of funds pursuant to this Agreement.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

(i) the Court has entered the Order of Preliminary Approval and publishing of notice of a Final Fairness Hearing as required by ¶ 3.1;

(ii) Nucor has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;

(iii) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and

(iv) the Judgment has become Final as defined in ¶ 1.11.

9.2 If any of the conditions specified in ¶ 9.1 is not satisfied, the Settlement Agreement shall be cancelled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for Nucor mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Nucor's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the

Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Nucor shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and dispute resolution, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate with each other to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement resolves all claims in the Litigation and shall not be deemed an admission of liability by Nucor or the Released Entities and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence

of, any fault, liability or omission of any of the Released Entities in any civil, criminal, regulatory or administrative inquiry or proceeding in any court, administrative agency or other tribunal. Any of the Released Entities may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or any similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Settlement Agreement contains the entire understanding between Nucor and Plaintiff regarding the settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Nucor and Plaintiff in connection with the payment of the settlement. Except as otherwise provided herein, each party shall bear its own costs. The Settlement Agreement supersedes all previous agreements between Nucor and Plaintiff.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement (pursuant to the provisions of ¶ 10) on behalf of the Settlement Class that Plaintiff deems appropriate to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. No assignment of this Settlement Agreement will be valid without the other party's prior written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used in the Settlement Agreement, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

10.12 All dollar amounts are in United States dollars (USD).

10.13 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, Nucor shall have no obligation to make payments to the Settlement Class Member for expense and reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are

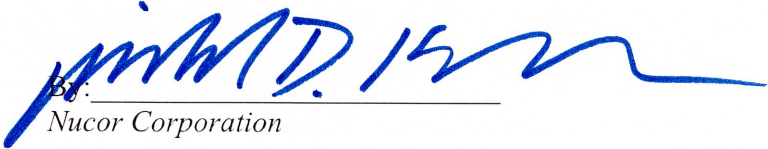
issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void. All other provisions of this Agreement remain in full force and effect.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set for above.

AGREED TO BY:

By: _____
Plaintiff Christopher Burlison


By: _____
Nucor Corporation

AGREED TO BY:

By: 
Plaintiff Christopher Burleson

By: _____
Nucor Corporation

Class Counsel

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

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(919) 600-5003
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SHAMIS & GENTILE P.A.

By: _____

Andrew J. Shamis, admitted *pro hac vice*
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**KOPELOWITZ OSTROW FERGUSON
WEISELBERG GILBERT P.A.**

By: _____

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Kristen Lake Cardoso, admitted *pro hac vice*
Steven Sukert, admitted *pro hac vice*
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Counsel for Nucor Corporation

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ken.chernof@arnoldporter.com

EXHIBIT A

[Nucor Settlement]
c/o [INSERT] Claims Administration
[ADDRESS]



LEGAL NOTICE BY ORDER
OF NORTH
CAROLINA SUPERIOR COURT,
WAKE COUNTY

<MAILER ID>
<NAME>
<ADDRESS 1>
<ADDRESS 2>
<CITY, STATE ZIP>

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

Because Nucor Corporation notified you of a Data Incident discovered around June 1, 2023, you could get benefits from a class action settlement.

This Notice contains information about a proposed class action settlement with Nucor Corporation (“Nucor”). More information can be found at www.settlementwebsite.com or by calling toll-free at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX), or email at [EMAIL ACCOUNT](mailto:EMAIL_ACCOUNT). Your rights may be affected whether you act or don’t act.

What is this Notice for? This Notice is being sent to inform you that a settlement has been reached in the lawsuit, *Burleson v. Nucor Corporation*, Case No. 24CV012197-910, pending in the Superior Court of North Carolina, Wake County. The lawsuit arises out of a third party’s unauthorized access of certain electronic files of Nucor’s that contained certain personal information (the “Data Incident”). In June of 2023, Nucor began sending those affected by the Data Incident written notice and provided, as an added precaution, a two-year subscription to Equifax’s Complete Premier service at no cost. Nucor denies any wrongdoing and liability in connection with the allegations in the lawsuit. This class settlement has been preliminarily approved.

Who is included? Class Members include all individuals to whom Nucor sent letters notifying those individuals that information relating to them may have been compromised as a result of the Data Incident discovered by Nucor around June 1, 2023. Excluded from the

Settlement Class are all those persons who submit timely and valid requests for exclusion from the Settlement Class.

What are my options? You can file a claim to receive Settlement benefits, do nothing and stay in the case, exclude yourself, or object to the Settlement. To file a claim to receive Settlement benefits go to [Claim form page URL] and submit a Claim Form either electronically or postmarked no later than [entry of the Preliminary Approval Order + 120 Days]. To object to or exclude yourself from the Settlement, go to [www.settlementwebsite.com] and follow the directions to do so no later than [entry of the Preliminary Approval Order + 90 Days]. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and the release contained in the Settlement Agreement between the parties in the lawsuit, even if you do not file a claim. You will be considered a member of the Settlement Class unless you timely exclude yourself from the settlement (*i.e.*, "opt-out").

What can I get? Under the proposed Settlement, Class Members who submit a Valid Claim by [entry of the Preliminary Approval Order + 120 Days], are entitled to:

1) **Reimbursement:** if you incurred certain expenses after the Data Incident, you may be entitled to cash reimbursement. To receive reimbursement you must submit a Valid Claim and attest under penalty of perjury that the expenses are fairly traceable to the Data Incident. These expenses include (a) up to four (4) hours of lost time spent remedying issues fairly traceable to the Data Incident (calculated at \$17.50 per hour), (b) documented out-of-pocket expenses or monetary loss (up to \$750 per Class Member for ordinary expenses), and (c) documented

extraordinary expenses (up to \$7,500 per Class Member), as outlined in the Settlement Agreement (available on the settlement website, at www.settlementwebsite.com).

2) Twenty-Four Months of Credit Monitoring: If you did not previously enroll in the complimentary credit monitoring program, as part of the settlement, Nucor is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

How do I file a claim? Class Members may submit a claim online using the login and password below at www.settlementwebsite.com or via mail to the **[Nucor Settlement; ADDRESS]**. You can also request a claim form by mail by returning the Address Change Form attached.

Login: XXXX **Password:** YYYY

What happens next? The Court will hold a Final Fairness Hearing on [•] to decide whether the Settlement is fair, reasonable, and adequate. You or (at your own cost) your attorney may ask permission to speak at the hearing.

How do I get more information? If you wish to file a claim, object, or exclude yourself from the Settlement, you must follow the procedures outlined on the Settlement Website www.settlementwebsite.com **Please do not contact the Court Clerk, the Judge, Nucor's Counsel, or Nucor; they are not in a position to give you any advice about the Settlement.**

Carefully separate this Address Change Form at the perforation. Only complete to provide the administrator an updated address.

- Check here if you are requesting a claim form by mail

Name: _____

Current Address: _____

Postage
Required
Post Office will
not deliver
without proper
postage.

[Nucor Settlement]
c/o [INSERT] Claims Administration
[ADDRESS]

EXHIBIT B

Notice of Class Action and Proposed Settlement

If Nucor Corporation notified (“Nucor”) you of a Data Incident Nucor discovered around June 1, 2023, you may be eligible for compensation benefits from a class action settlement.

**The Superior Court of North Carolina, Wake County
has preliminarily approved a class action settlement that may affect your legal rights.**

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

- A class action settlement has been reached in the case of *Burleson v. Nucor Corporation*, Case No.24CV012197-910, pending in the Superior Court of North Carolina, Wake County.
- The lawsuit arises out of a third party’s unauthorized access of certain files of Nucor Corporation’s (“Nucor” or “Defendant”) that contained certain personal information discovered by Nucor around June 1, 2023 (the “Data Incident”). Nucor was informed by one of its third-party software vendors that a previously unknown vulnerability existed in a widely used file transfer software. Nucor reacted immediately by disabling external access to the software and applying the security fix provided by the software vendor. Nucor also launched an extensive investigation and discovered that between approximately May 26, 2023, and June 1, 2023, before Nucor was notified of the vulnerability, certain electronic files were acquired by unauthorized third parties. Nucor’s investigation revealed that the files that were acquired by the unauthorized third parties contained the names of certain individuals, bank account number, routing number and amounts deposited to those individuals’ accounts. Nucor denies wrongdoing and liability in connection with the allegations in the lawsuit.
- On [•], the Court preliminarily approved this settlement (the “Settlement”) and, by agreement of the parties to the lawsuit (the “Parties”), certified this lawsuit to proceed as a class action for settlement purposes only. A full copy of the Settlement Agreement may be reviewed at the Settlement Website at [www.settlementwebsite.com]. This Notice contains only a summary of the Settlement Agreement.
- If you received notice from Nucor in or around June 2023 notifying you that your personal information was potentially compromised in the Data Incident, you are a member of the Settlement Class. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) officers and directors of Nucor and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff. A full copy of the Complaint may be reviewed at the Settlement Website at [www.settlementwebsite.com].
- If you are a Settlement Class Member, then you may be entitled to compensation and other benefits under the terms of the Settlement. If you are a Settlement Class Member and you wish to file a claim, object to the Settlement, or exclude yourself from the Settlement, you must follow the procedures contained in the Settlement Agreement and outlined in this Notice.
- This notice is to advise you of the status of the lawsuit, the terms of the proposed Settlement, and your rights in connection with the Settlement. This is not a lawsuit against you.
- Your legal rights related to this lawsuit are affected whether you act or don’t act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		
ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class but receive no benefits. You will be bound by the Court’s judgment of dismissal and release claims against Nucor/Released Entities relating to the Data Incident.	No deadline
SUBMIT A CLAIM FORM	Settlement Class Members can choose to submit a claim to receive Settlement benefits. You must submit a Valid Claim to the Claims Administrator to receive any benefits from this Settlement. For more information about submitting a claim, see question 7. You will be bound by the Court’s judgment of dismissal and release claims against Nucor/Released Entities relating to the Data Incident.	[entry of the Preliminary Approval Order + 120 Days]
ASK TO BE EXCLUDED	If you choose to exclude yourself (<i>i.e.</i> , opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Nucor/Released Entities relating to the Data Incident.	[entry of the Preliminary Approval Order + 90 Days]
OBJECT	If you wish to object to the Settlement, you must timely submit written notice of your objection to the Clerk of the Court, and send a copy of your objection to the attorneys for the Parties. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. Please see question 12 below for the details on how to object to the settlement.	[entry of the Preliminary Approval Order + 90 Days]

BASIC INFORMATION

1. Why did I receive notice of this Settlement?

You received postcard notice of this Settlement because records show that you received a notice from Nucor in or around June 2023 that your personal information was potentially compromised in the Data Incident. If these records are correct, you are a Settlement Class Member and you may be entitled to receive Settlement benefits if you submit a Valid Claim to the Claims Administrator before the deadline, and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called “class representatives” (in this case, Christopher Burleson) sue on behalf of other people who have similar claims. The people together are a “class.” The entity they sued (in this case, Nucor) is called the “defendant.” One court resolves the issues for every member of the “class” who does not exclude himself/herself.

3. Why is this lawsuit a class action?

The Parties have agreed and the Court has preliminarily decided that this lawsuit can proceed as a class action (for settlement purposes only) because it meets the requirements of applicable court rules. Specifically, the Court found that, for settlement purposes only, there are a sufficient number of people who may have been affected by the Data

Incident at issue in this case, there are legal questions common to each of them, any claims or defenses of the representative parties are typical to those of the class, the Class Representatives will fairly and adequately represent the Settlement Class's interests; and this class action will be more efficient than having many individual lawsuits.

4. What is this lawsuit about?

The Superior Court of North Carolina, Wake County is overseeing this class action. The case is known as *Burleson v. Nucor Corporation*, Case No. 24CV012197-910. The individual who sued is called the "Plaintiff."

Plaintiff filed a lawsuit against Nucor, individually, and on behalf of anyone whose personal information was potentially compromised as a result of the Data Incident. The lawsuit arises out of unauthorized access of certain files of Nucor that contained personal information (the "Lawsuit"). The lawsuit is only against Nucor and not the third parties who accessed the information.

Nucor denies wrongdoing and liability in connection with the Lawsuit. The Court has not made any ruling on the merits of this case. To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Nucor. The Settlement is not in any way an admission of wrongdoing or liability by Nucor and does not imply that there has been, or would be, any finding that Nucor violated the law. The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has certified the Settlement Class for settlement purposes only and subject to final approval of the Settlement, so that members of the Settlement Class can be given this notice and the opportunity to submit a claim, object, or exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be terminated, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

5. How do I know if I am part of the settlement?

You are included in the Settlement if you were mailed notification by Nucor that your personal information was potentially compromised in the Data Incident. You will be considered a member of the Settlement Class unless you timely opt-out of the Settlement. If you are not sure whether you are included or have any other questions about the Settlement, visit [website], call toll free [number], or write to [address].

6. What does the Settlement Provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

- 1) **Documented out-of-pocket expense reimbursement:** All Settlement Class Members are eligible for reimbursement for the following documented unreimbursed out-of-pocket expenses that must be fairly traceable to the Data Incident, not to exceed an aggregate total of \$750.00 per Settlement Class Member: (i) bank fees; (ii) long distance telephone charges; (iii) cell phone charges (if charged by the minute), data charges (if charged by the amount of data usage incurred solely as a result of the Data Incident); (iv) postage; (v) gasoline for local travel or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident and the date of the close of the Claims Deadline (collectively, "Out-of-Pocket Expenses").
- 2) **Lost time reimbursement:** Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent remedying issues fairly traceable to the Data Incident (calculated at \$17.50 per hour), but only if the Settlement Class Member attests that any claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident; and (ii) provides a written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data

Incident (“Lost Time”). Claims made for Lost Time can be combined with reimbursement for the above-referenced Out-Of-Pocket Expenses, and are subject to the same total aggregate cap of \$750.00 per Settlement Class Member.

- 3) **Documented extraordinary out-of-pocket expense reimbursement:** Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket losses to the extent not already covered by Out-of-Pocket Expenses if their identity was stolen as a result of the Data Incident in an amount not to exceed \$7,500.00 per Settlement Class Member. Settlement Class Members must provide sufficient documentary proof that their identity was stolen as a result of the Data Incident to be eligible for the following unreimbursed extraordinary out-of-pocket expenses, which include (i) documented professional fees and other costs incurred to address actual identity fraud or theft; (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations (“Extraordinary Expenses”).
- 4) **Credit monitoring services for those who did not enroll previously:** As a precaution, in June of 2023 Nucor offered all those affected by the Data Incident a two-year subscription to Equifax’s Complete Premier service at no cost. If you have already enrolled in credit monitoring, there is nothing more you need to do. If you did not enroll, as part of the Settlement Nucor is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

Reimbursement Terms: To receive compensation for Out-of-Pocket Expenses, Extraordinary Expenses, or Lost Time, you must submit a Valid Claim subject to the penalty of perjury along with any necessary supporting documentation (other than an adequate written description for Lost Time) by [\[entry of the Preliminary Approval Order + 120 Days\]](#), as outlined in the Settlement Agreement. For Extraordinary Expenses and Out-of-Pocket Expenses, you must submit reasonable documentation reflecting that the out-of-pocket losses claimed were both actually incurred and fairly traceable to the Data Incident and have not otherwise been reimbursed by another source. This documentation must include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement. To claim Lost Time, you must provide an attestation under penalty of perjury indicating that the time claimed was spent in connection with remedying issues fairly traceable to the Data Incident and a written description of how the claimed lost time was spent in connection with remedying issues fairly traceable to the Data Incident. If you submit a claim for Out-of-Pocket Expenses and Extraordinary Expenses you must exhaust all reimbursement insurance benefits covering losses due to identity theft and stolen funds available to you in connection with the credit monitoring protections already provided by Nucor before Nucor is responsible for any Out-of-Pocket or Extraordinary Expenses claimed, as outlined in the Settlement Agreement. You can review the Claim Form at [\[www.settlementwebsite.com\]](#) to see an explanation of the types of loss that will be considered, as well as specific documentation requirements.

Remedial Measures: The Settlement also provides remedial relief for all Settlement Class Members, regardless of whether you make a claim in the Settlement. Specifically, Nucor has made certain systems or practice changes to mitigate the risk of similar data incidents in the future.

Fees, Costs, and Expenses Associated with the Settlement: As outlined in the Settlement Agreement, Nucor has agreed (1) to pay the attorneys’ fees, costs, and expenses incurred by Class Counsel in the Litigation, as approved by the Court, in an amount not to exceed one hundred and fifteen thousand dollars (\$115,000.00); and (2) not to contest a request for incentive award of up to one thousand dollars (\$1,000.00) to the named Plaintiff.

For those Class Members entitled to a cash payment, the exact amount of such payment is unknown at this time and may vary depending on several factors, as outlined above and in the Settlement Agreement. Pursuant to the terms

of the Settlement Agreement, the Claims Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay each eligible Settlement Class Member who timely returns a completed Valid Claim Form and who does not actively exclude himself or herself from the Class and who otherwise qualifies for payment pursuant to the terms of the Settlement Agreement.

7. How do I receive a benefit?

If you are an eligible Settlement Class Member and you do not opt-out of the Settlement, and if you wish to receive compensation from the Settlement, then you must make a Valid Claim by [entry of the Preliminary Approval Order + 120 Days], consistent with the Settlement Agreement.

Claims can be filed online at [www.settlementwebsite.com] by [entry of the Preliminary Approval Order + 120 Days] or by mailing your claim form to the Claims Administrator at [Nucor Settlement; ADDRESS]. You may also contact the Claims Administrator toll-free at [1-XXX-XXX-XXXX], or via email at [EMAIL ACCOUNT], with any questions. Claims for distribution submitted after [entry of the Preliminary Approval Order + 120 Days] will not be paid.

8. How will I receive payments?

The Claims Administrator will issue a check to each Class Member entitled to compensation under the Settlement Agreement either within sixty (60) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later. If there is an appeal of the Settlement, payment may be delayed. Cashing the settlement check is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance. If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance.

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

YOUR RIGHTS AND OPTIONS

9. What happens if I do nothing at all?

If you do nothing, you will not get any benefit from the Settlement, you will not be able to sue Nucor and the Released Entities for claims in this case, and you release the claims against Nucor and Released Entities, as outlined in the Settlement Agreement.

10. Why would I ask to be excluded?

You have the right to exclude yourself from (i.e., "opt out" of) the Settlement Class. If you exclude yourself, you will not be eligible to receive any compensation and/or benefits from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the lawsuit, and you will keep your right to sue Nucor on your own for the claims that this Settlement resolves.

If you already have, or intend to file, your own lawsuit against Nucor about the same claims in this lawsuit and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgment of dismissal in this case. If you start your own lawsuit against Nucor after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Nucor, you should talk to your own lawyer.

11. How do I ask the Court to exclude me from the "class" in this case?

To exclude yourself from the Class, you must sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator and listed in [DESCRIBE WHERE THE PO BOX # CAN BE

FOUND]. The written notice must clearly state your intent to be excluded from the Settlement Class. All requests for exclusion must be submitted, signed, and mailed to the Claims Administrator and postmarked no later than **entry of the Preliminary Approval Order + 90 Days**. If you return a late request for exclusion, the request will be deemed invalid, and you will remain a member of the Class and will be bound by all of the terms of the Settlement.

YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.

DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, YOUR CLAIM FORM WILL BE DISREGARDED.

12. How do I object to the settlement?

You have the right to object to the Settlement if you wish. To object, you must file a written statement with the Clerk of the Court, located at Superior Court of North Carolina, Wake County, 316 Fayetteville St. Mall, Raleigh, NC 27601, containing the case name and docket number *Burleson v. Nucor Corporation*, Case No. 24CV012197-910, no later than **entry of the Preliminary Approval Order + 90 Days**, and simultaneously send copies to Class Counsel and counsel for Nucor at the addresses below. You must mail a copy of your objection to the following three places postmarked no later than **entry of the Preliminary Approval Order + 90 Day**:

COURT	CLASS COUNSEL	NUCOR’S COUNSEL
Clerk of Court Superior Court of North Carolina, Wake County 316 Fayetteville St. Raleigh, NC 27601	Gary Klinger Milberg Coleman Bryson Phillips Grossman PLLC 227 W. Monroe Street Suite 2100 Chicago, IL 60606	Daniel E. Raymond Arnold & Porter Kaye Scholer LLP 70 W. Madison Street Suite 4200, Chicago, IL 60602

Your objection must include: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe applicable; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three (3) years.

You will not be excluded from the Settlement by filing an objection. If you have submitted a request for exclusion from the Settlement, you cannot file an objection.

Any attorney you may hire for the purpose of making an objection must file his or her entry of appearance on or before **INSERT**. The entry of appearance shall be filed with the Clerk of the Court with a copy served upon Class Counsel and Nucor’s Counsel.

Any Settlement Class Member who does not timely file and serve this written objection will not be permitted to raise an objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner described above will be deemed to have waived objections to the claim and will be foreclosed from raising any objections.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

For purposes of this settlement, the Class Representatives and the Settlement Class are represented by Class Counsel. Class Counsel is comprised of Gary Klinger and Scott Harris of Milberg Coleman Bryson Phillips Grossman PLLC, Andrew J. Shamis of Shamis & Gentile, P.A., and Jeffrey Ostrow, Kristen Lake, and Steven Sukert of Kopelowitz Ostrow Ferguson Weiselberg Gilbert P.A.

You will not be personally charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Is there a release or waiver of claims?

Yes. Unless you affirmatively exclude yourself, you will agree to the “Release” of claims as described in Section 6 of the Settlement Agreement. That means that you cannot sue, continue to sue, or be part of any other lawsuit against Nucor or other Released Entities for any of the Released Claims. It also means that the Court’s orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the claims you will give up if you remain in the Settlement by requesting a copy from the Claims Administrator or viewing it online at www.settlementwebsite.com.

THE COURT’S FINAL FAIRNESS HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Fairness Hearing on [\[DATE\]](#) at [\[TIME\]](#), in [\[Courtroom #\]](#) of the Superior Court of North Carolina, Wake County, located at 316 Fayetteville St., Raleigh, NC 27601. The Final Fairness Hearing may be continued to a future date without further notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide the amount of attorneys’ fees, costs, and expenses to pay Class Counsel and the amount of incentive awards to pay Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, Settlement Class Members will receive no benefits from the Settlement. Plaintiffs, Nucor, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (subject to approval or otherwise), and the Plaintiffs and Nucor will continue to litigate the case. There can be no assurance that, if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

16. Do I have to come to the hearing?

No. Class counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you may come to Court to talk about it. You may also pay your own lawyer to attend, if you so choose.

GETTING MORE INFORMATION

17. Are more details available?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.settlementwebsite.com, request a copy via email to [\[EMAIL ACCOUNT\]](#), or call the Claims Administrator toll-free at [\[1-XXX-XXX-XXXX\]](#).

Please do not contact the Court Clerk, the Judge, Nucor’s Counsel, or Nucor; they are not in a position to give you any advice about the Settlement.

DEADLINE SUMMARY

18. What are the important deadlines?

The following are the important dates and deadlines under the proposed Settlement:

Last Day to Submit Request for Exclusion:	[entry of the Preliminary Approval Order + 90 Days]
Last Day to File and Serve Objections:	[entry of the Preliminary Approval Order + 90 Days]
Last Day to File a Claim Form:	[entry of the Preliminary Approval Order + 120 Days]
Final Fairness Hearing:	[INSERT]

EXHIBIT C

Burleson v. Nucor Corporation
Settlement Class Member Claim Form
The Superior Court of North Carolina, Wake County
No. 24CV012197-910

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [entry of the Preliminary Approval Order + 120 Days] AND MUST BE FULLY COMPLETED, SIGNED UNDER PENALTY OF PERJURY, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT. YOUR FAILURE TO SUBMIT A TIMELY AND COMPLETE CLAIM FORM WILL RESULT IN YOUR FORFEITING ANY COMPENSATION AND/OR CREDIT MONITORING BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

Instructions: Please read carefully the Notice of Class Action Settlement (“Notice”), which is included with this Claim Form. If Nucor Corporation (“Nucor”) notified you of a Data Incident Nucor discovered around June 1, 2023, you may be eligible for benefits from a class action settlement.

YOU MUST TIMELY COMPLETE AND SUBMIT THIS CLAIM FORM TO BE ELIGIBLE TO RECEIVE COMPENSATION AND/OR CREDIT MONITORING BENEFITS UNDER THE SETTLEMENT. FAILURE TO COMPLETE THIS CLAIM FORM MEANS YOU WILL RECEIVE NO BENEFITS UNDER THE SETTLEMENT, BUT WILL BE BOUND BY THE COURT’S DISMISSAL AND RELEASE OF CLAIMS AGAINST NUCOR RELATED TO THE DATA INCIDENT.

If you wish to receive compensation and/or credit monitoring benefits from the Settlement, you must take all of the following steps:

- Complete all gray-highlighted sections in the “Your Contact Information” section of this Claim Form in black or blue ink or electronically.
- Check the box next to the benefit(s) you are claiming.
- If you are claiming settlement benefits, complete the gray-highlighted sections relating to the type(s) of settlement benefits you are claiming and provide the information and documentation requested in the section(s).
- Sign and date this Claim Form below attesting, under penalty of perjury, that the statements and information you have provided are true and correct to the best of your knowledge and belief.
- Return this Claim Form by the Deadline ([entry of the Preliminary Approval Order + 120 Days]) to: [Nucor Settlement; ADDRESS] or online at [www.settlementwebsite.com]. For questions, visit [www.settlementwebsite.com], email at [EMAIL ACCOUNT], or call [1-XXX-XXX-XXXX].

YOUR CONTACT INFORMATION

Name: _____
First Middle Last

Address: _____
(You must provide a street address. A P.O. Box will not be accepted.)

City State ZIP Code

Current Phone Number: (____) _____ - _____
(Please provide a phone number where you can be reached if further information is required).

Current Email Address: _____
(Please provide an email address where you can be reached for enrollment in the Credit Monitoring Services benefit).

Check this box if you do not have an email address:

CLASS MEMBERSHIP

By submitting this Claim Form, you attest that you are a Class Member in this Settlement, meaning you were notified by Nucor in or around June 2023 that certain of your personal information was potentially compromised in the Data Incident.

SETTLEMENT BENEFITS

(check the box next to each benefit you claim)

Credit Monitoring Services (for those who did not enroll previously).

As a precaution, in June of 2023 Nucor offered all those affected by the Data Incident a two-year subscription to Equifax's Complete Premier service at no cost. If you have already enrolled in credit monitoring, there is nothing more you need to do. If you did not enroll, as part of the Settlement Nucor is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

Expense Reimbursement.

Documented Out-of-Pocket Expenses. If you incurred documented out-of-pocket expenses that are fairly traceable to the Data Incident Nucor discovered around June 1, 2023, and as described in the notice from Nucor, please describe in the box below the amount of loss(es) you are claiming, not to exceed an aggregate total of \$750.00. Documented unreimbursed out-of-pocket expenses may include: (i) bank fees; (ii) long distance telephone charges; (iii) cell phone charges (if charged by the minute), data charges (if charged the amount of data usage incurred solely as a result of the Data Incident); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident and **entry of the Preliminary Approval Order + 120 Days**. ("Out-of-Pocket Expenses")

\$ _____.

Documented Extraordinary Out-of-Pocket Expenses. If you incurred extraordinary out-of-pocket expenses not already covered by documented Out-of-Pocket Expenses, please describe in the box below the amount of loss(es) you are claiming, not to exceed \$7,500.00. Documented extraordinary out-of-pocket expenses may include: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations ("Extraordinary Expenses").

\$ _____.

By submitting this claim for Extraordinary Expenses, you are attesting, subject to penalty of perjury, that these Extraordinary Expenses were incurred as a result of the Data Incident and actual identity theft or fraud and that these losses or expenses have not otherwise been reimbursed from another source.

In addition to this Claim Form, you must provide to the Claims Administrator reasonable documentation of the Out-of-Pocket Expenses and Extraordinary Expenses claimed above to allow for assessment and validation of these claims. This documentation must include receipts or similar documentation, not "self-prepared" documents such as handwritten receipts. If documentation cannot be provided, you must provide in the box below (and can use a separate paper if more space is needed) an explanation as to why documentation cannot be provided. That reason will be considered by the Claims Administrator and Counsel.

Lost Time. If you spent time in connection with efforts to remedy issues fairly traceable to the Data Incident discovered by Nucor around June 1, 2023, and described in the notice from Nucor, you may be eligible to receive reimbursement for up to four (4) hours of lost time (calculated at fifteen dollars (\$17.50) per hour. Please state the precise number of hours you have expended in connection with efforts to remedy issues fairly traceable to the Data Incident.

_____ hours of lost time, at the rate of \$17.50 per hour

In addition to this Claim Form, you must provide a description to the Claims Administrator of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident, to allow for assessment and validation of your claim. Please provide that description below. (You can use a separate paper if more space is needed).

By submitting this claim for Lost Time, you are attesting, under penalty of perjury, that this time was spent remedying issues fairly traceable to the Data Incident

Submission of a claim does not guarantee expense reimbursement. In connection with a Valid Claim, each Class Member may receive up to, but no more than, \$750.00 per Settlement Class Member for documented Out-of-Pocket Expenses and Lost Time. Settlement Class Members may not receive more than \$7,500.00 for documented Extraordinary Expenses. This process takes time. Please be patient.

The Claims Administrator may require the submission of supplemental information and documentation reasonably necessary to evaluate any claims.

I understand that, unless I opt out of the settlement, I am bound by the terms and releases set forth in the Settlement.

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

Signature: _____

Date: _____

Printed Name: _____

CLAIM FORMS MUST BE SUBMITTED ONLINE OR POSTMARKED NO LATER THAN [entry of the Preliminary Approval Order + 120 Days] TO BE ELIGIBLE FOR PAYMENT. FILE ONLINE AT: [WWW.SETTLEMENTWEBSITE.COM] OR MAIL THIS CLAIM FORM TO: [Nucor Settlement; ADDRESS]. If you have questions, you may call the Claims Administrator at 1-8XX-XXX-XXX, or email at [EMAIL ACCOUNT]. **Please do not contact the Court Clerk, the Judge, Nucor's Counsel, or Nucor; they are not in a position to give you any advice about the Settlement.**

EXHIBIT D

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CIVIL ACTION NO. 24CV012197-910

CHRISTOPHER BURLESON, ON
BEHALF OF HIMSELF AND ALL
OTHERS SIMILARLY SITUATED,

Plaintiff,

v.

NUCOR CORPORATION,

Defendant.

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

The Court, having considered Plaintiff's Motion for Preliminary Approval of the Class Action Settlement ("Motion for Preliminary Approval"), the supporting Memorandum, the Parties' Settlement Agreement, the proposed Short Notice, Long Notice, and Claim Form, and being otherwise fully advised in the premises, finds and orders as follows:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement is fully incorporated here by reference. The Parties have moved the Court for an order approving the settlement of the Litigation in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Litigation with prejudice. The definitions used in the Settlement Agreement are adopted in this Preliminary Approval Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over the claims at issue in this Litigation, Plaintiff Christopher Burleson, individually and on behalf of all others similarly situated, and Defendant Nucor Corporation (“Nucor” or “Defendant”).

3. Pursuant to North Carolina Rule of Civil Procedure 23 (“Civil Procedure Rule 23”), the Court finds that the Parties’ Settlement Agreement is fair, reasonable, and adequate and is within the range of possible approval, and was entered into after extensive, arm’s-length negotiations, such that it is hereby preliminary approved, and that notice of the settlement should be provided to the Settlement Class Members per the schedule set forth in the Settlement Agreement.

4. Pending the Final Fairness Hearing, all proceedings in the Litigation, other than proceedings necessary to carry out or enforce the terms and conditions of the settlement and this Preliminary Approval Order, are hereby stayed.

CLASS CERTIFICATION

5. For the purposes of settlement only, and pursuant to Civil Procedure Rule 23, the Court provisionally certifies the Settlement Class, defined as follows: “all persons to whom notice was sent from Nucor that their personally identifiable information was involved in the Data Incident.”

6. The Settlement Class specifically excludes: (i) officers and directors of Nucor and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

7. The Court provisionally finds, pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, that, for purposes of this settlement only: (1) a class exists with shared issues of

law or fact that predominate over individual issues; (2) the named representatives are adequate representatives that will fairly and adequately represent the class, have no conflict of interest with the class and have a genuine personal interest in the outcome of the case; (3) class members are so numerous to make joinder impractical; (4) adequate notice can be given to the class; and (5) a class action is superior to individual actions.

SETTLEMENT CLASS COUNSEL AND THE CLASS REPRESENTATIVES

8. For the purposes of settlement only, Plaintiff Christopher Burleson is hereby provisionally designated and appointed as the Class Representative. The Court provisionally finds that the Class Representative is similarly situated to absent Settlement Class members, and is typical of the Settlement Class, and, therefore, she will be an adequate Class Representative.

9. For the purposes of settlement only, the Court finds that Milberg Coleman Bryson Phillips Grossman, PLLC, Shamis & Gentile P.A., and Kopelowitz Ostrow Ferguson Weiselberg Gilbert are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

NOTICE TO SETTLEMENT CLASS

10. The forms of the Short Notice, and Long Notice, and Claim Form attached as **Exhibits A, B, and C**, respectively, to the Settlement Agreement (the “Notice”), are constitutionally adequate, and are hereby approved. The Notice contains all essential elements required to satisfy North Carolina requirements and Due Process. The Court further finds that the form, content, and method of providing notice to the Settlement Class, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the settlement, their rights under the settlement, including, but

not limited to, their rights to object to or exclude themselves from the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members. The Parties, by agreement, may revise the Notice in ways that are appropriate to update the Notice for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing.

11. The notice plan set forth in the Settlement Agreement satisfies Civil Procedure Rule 23, provides the best notice practicable under the circumstances and adequately notifies Settlement Class Members of their rights, and is hereby approved.

12. The Settlement Administrator is directed to carry out the notice plan as set forth in the Settlement Agreement.

13. Within thirty (30) days of entry of this Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of this Preliminary Approval, the Settlement Administrator will send the Short Notice via direct mail to the postal addresses provided by Nucor for the Settlement Class Members. Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website, which will inform Settlement Class Members of the terms of the Settlement Agreement and contain copies of the Long Notice, Claim Form, this Preliminary Approval Order, the Settlement Agreement, and the operative complaint.

CLAIMS, OPT-OUTS, AND OBJECTIONS

14. The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a claim, or decide whether they would like to opt-out or object.

15. Settlement Class members will have one hundred and twenty (120) days after the entry of the Preliminary Approval Order to complete and submit a claim to the Settlement Administrator.

16. All Persons have the right and ability to exclude themselves from the Settlement Class. In order to validly be excluded from the Settlement, the Person must send a letter to the Claims Administrator no later than ninety (90) days after the date on which the Preliminary Approval Order is entered clearly stating their intent to be excluded from the settlement. If the opt-out is untimely or otherwise fails to comply with any of the provisions in the Settlement Agreement, it shall not be considered a valid opt-out and the Person will be bound by the terms of the Settlement Agreement and Judgment entered thereon. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.

17. Settlement Class members who comply with the requirements of this paragraph may object to the settlement. A Settlement Class Member who seeks to object to the settlement must submit a timely written notice of their objection with the Clerk of the Court and served concurrently therewith upon Class Counsel, Gary Klinger, Milberg Coleman Bryson Phillips Grossman PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606; and counsel for Nucor, Daniel E. Raymond, Arnold & Porter Kaye Scholer LLP, 70 West Madison Street, Suite 4200, Chicago, Illinois 60602-4321. Such written notice must state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes

applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

18. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and served on Class Counsel and Nucor's Counsel no later than ninety (90) days after the date on which the Preliminary Approval Order is entered (the "Objection Deadline").

19. Class Counsel and Nucor's Counsel may, but need not, respond to the objections, if any, by means of a memorandum of law served prior to the Final Fairness Hearing.

20. An objecting Settlement Class member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class member intends to appear at the Final Fairness Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Nucor's Counsel) by the Objection Deadline.

21. Any Settlement Class Member who fails to comply with the requirements for objecting herein and in the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Litigation. Without limiting the foregoing, any challenge to the Settlement Agreement, the final

order approving the Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the North Carolina Rules of Appellate Procedure and not through a collateral attack.

ADMINISTRATION OF THE SETTLEMENT

22. Class Counsel and Nucor have created a process for assessing the validity of claims and a payment methodology to Settlement Class Members who submit Valid Claims. The Court hereby preliminarily approves the settlement benefits to the settlement Class, and the plan for distributing settlement benefits as described in the Settlement Agreement.

23. The Court appoints RG/2 Claims Administration, LLC as the Settlement Administrator.

24. The Court directs the Settlement Administrator to effectuate the distribution of settlement benefits according to the terms of the Settlement Agreement should the settlement be finally approved.

25. Settlement Class Members who qualify for Settlement benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

26. If Final Judgment is entered, all Settlement Class members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice shall be forever barred from receiving any settlement benefit and will in all other respects be subject to and bound by the provisions of the Settlement Agreement, including the Releases contained therein, and the Judgment.

27. Prior to the Final Fairness Hearing, Class Counsel and Nucor shall cause to be filed with the Court an appropriate affidavit or declaration regarding compliance with the provisions of the Settlement Agreement relating to the notice program.

FINAL FAIRNESS HEARING

28. A Final Fairness Hearing shall be held not less than 120 days following the entry of this Preliminary Approval Order, *to wit*, on _____, 2024, at _____, at the North Carolina Superior Court of Wake County Courthouse located at 316 Fayetteville St. Mall, Raleigh, North Carolina, to be noticed on the Settlement Website.

29. The Court may require or allow the Parties and any objectors to appear at the Final Fairness Hearing by telephone or videoconference.

30. At the Final Fairness Hearing, the Court will determine whether: (1) this Litigation should be finally certified as a class action for settlement purposes pursuant to Civil Procedure Rule 23; (2) the settlement should be finally approved as fair, reasonable, and adequate; (3) Class Counsel's application for attorneys' fees, costs, and expenses should be approved; (4) the Class Representative's request for a service award should be approved; (5) the Parties, their respective attorneys, and the Settlement Administrator should consummate the settlement in accordance with the terms of the Settlement Agreement; (6) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; and (7) the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement.

31. Plaintiff's application for attorneys' fees, costs, expenses, and service awards and all supporting papers shall be filed with the Court no later than fourteen (14) days prior to the Objection Deadline.

32. Plaintiff's Motion for Final Fairness of the Class Action Settlement and all supporting papers shall be filed with the Court no later than fourteen (14) days prior to the Final Fairness Hearing.

RELEASE

33. Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participating in the settlement as provided herein) in which any of the Released Claims is asserted.

TERMINATION

34. In the event that the Effective Date does not occur, class certification shall be automatically vacated and this Preliminary Approval Order, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

SUMMARY OF DEADLINES

35. The preliminarily approved Settlement shall be administered according to its terms pending the Final Fairness Hearing. Deadlines arising under the settlement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
Notice sent to Settlement Class Members	to begin 30 days after the Preliminary Approval Order, and be completed 45 days after the Preliminary Approval Order

Deadline for Plaintiff to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative	14 Days prior to Opt-Out and Objection Deadline
Opt-Out and Objection Deadline	90 Days after the Preliminary Approval Order
Deadline for Class members to Submit Claim Forms	120 Days after the Preliminary Approval Order
Deadline for Plaintiff to File Motion for Final Fairness of Class Action Settlement	14 Days prior to Final Fairness Hearing
Final Fairness Hearing	At least 120 Days after the entry of the Preliminary Approval Order

36. Upon application of the Parties and good cause shown, the deadlines set forth in this Preliminary Approval Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further detail regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Fairness Hearing, and/or to extend the deadlines set forth in this Preliminary Approval Order, without further notice of any kind to the Settlement Class.

ORDERED _____

Hon.

EXHIBIT 2

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF
JUSTICE
SUPERIOR COURT DIVISION
CIVIL ACTION NO.
24CV012197-910

CHRISTOPHER BURLESON, ON
BEHALF OF HIMSELF AND ALL
OTHERS SIMILARLY SITUATED,

Plaintiff,

v.

NUCOR CORPORATION,

Defendant.

**AFFIDAVIT OF SCOTT C. HARRIS IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Scott C. Harris, hereby declare as follows:

1. I am co-counsel for Plaintiff in this action.
2. I make this affidavit in support of preliminary approval of the settlement agreement reached between the parties in this litigation.
3. I have actively participated in the conduct of this hotly contested litigation, have personal knowledge of the matters set forth in this Affidavit, and if called to testify, could and would testify competently about them.
4. My firm, Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”), including myself and my co-counsel Kopelowitz Ostrow, P.A. have actively litigated this case. Both firms have extensive experience in data privacy class action litigation, which is outlined in the firm resumes attached hereto as **Exhibits A and B**.

Initial Investigation and Communications

1. This class action arises out of a cyberattack and data breach (“Data Incident”) involving Defendant.

2. I, my Milberg colleagues, and my Co-Counsel vigorously and aggressively gathered all of the information that was available regarding Defendant and the Data Incident—including publicly-available documents concerning announcements of the Data Incident and notice of the Data Incident to Defendant’s current and former clients. After an initial investigation, I, along with other members of our team at filed a complaint on behalf of Plaintiff.

3. The initial investigation into the facts and circumstances of this Data Incident revealed that the cyberattack against Defendant likely involved some of Plaintiff and Settlement Class Members Private Information that was contained in Defendant’s computer network.

4. Class Counsel is aware of no other attorney prosecuting any other case arising from this Data Incident.

The Class Settlement

History of Negotiations

5. The settlement came about as the result of protracted arm’s-length negotiations.

6. After Plaintiffs filed and served their complaints, the Parties agreed to engage in early settlement discussions. After multiple months of arms’-length negotiation between

competent and experienced counsel for the Parties, the Parties agreed to the terms of a settlement, desiring to resolve the lawsuit rather than continue litigating

7. The parties continued to negotiate back and forth, finalizing the Settlement Agreement and other related documents. While the negotiations were always collegial, cordial, and professional, there is no doubt that they were adversarial in nature, with both parties forcefully advocating the position of their respective clients.

8. I, my co-counsel, and Plaintiff believe that the claims asserted in this case have merit. I acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendant through motion practice, trial, and potential appeals. I have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation.

9. It is my belief, based on my extensive experience generally and my investigation and research into this case in particular, that the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. The collective experience of me and my co-counsel, with experience on similar types of privacy and data protection practices provided substantive knowledge on the subject to enable us to represent Plaintiff's and Settlement Class Members' interests without expending hundreds of hours and substantial financial resources to come up to speed on the subject area or engaging in formal discovery.

10. Plaintiff has been personally involved in the case and support the Settlement. Plaintiff strongly believes the settlement is favorable to the Settlement Class.

Release

10. The release in this case is tailored to the claims that have been pleaded or could have been pleaded in this case.
11. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release claims against Defendant, related to the Data Incident.

Claims Process

12. The timing of the claims process is structured to ensure that all Class Members have adequate time to review the terms of the Settlement Agreement, make a claim or decide whether they would like to opt-out or object.

13. The Claim Form is written in plain language to facilitate Settlement Class Members' ease in completing it.

Exclusions and Objections

14. Similar to the timing of the claims process, the timing with regard to objections and exclusions is structured to give Class Members sufficient time to review the Settlement documents.

Service Award, Fees, and Costs

15. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or a service award to Representative Plaintiff until after the substantive terms of the settlement had been agreed upon, other than that Defendant would pay reasonable

attorneys' fees, costs, expenses, and a service award to Representative Plaintiff as may be agreed to by Defendant and proposed Class Counsel and/or as ordered by the Court.

16. The Settlement Agreement calls for a reasonable service award to Plaintiff, subject to approval of the Court. The Service Award is meant to recognize Plaintiff for his efforts on behalf of the Class, including assisting in the investigation of the case, reviewing the pleadings, answering counsel's many questions, and reviewing the terms of the Settlement Agreement. The named Plaintiff was not promised a service award, nor did he condition his representation on the expectation of a service award.

17. Defendant has also agreed to pay, subject to Court approval, up to \$115,000 to proposed Settlement Class Counsel for attorneys' fees, as well as reimbursement for reasonable costs incurred in the litigation. This amount is in addition to any benefits provided to the Settlement Class Members and the cost of settlement administration, including the Claims Administrator and notice.

18. Proposed Class Counsel will submit a separate motion seeking attorneys' fees, costs, and Plaintiff's Service Award.

19. It is my opinion that the Settlement provides fair, adequate, and reasonable result for Representative Plaintiff and Class Members.

FURTHER THE AFFIANT SAYS NOT.

[Signature on the following page]

This is the 19th day of August, 2024

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

Scott C. Harris

Scott C. Harris
N.C. Bar No.: 35328
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sharris@milberg.com
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STATE OF NORTH CAROLINA)
COUNTY OF WAKE

Subscribed and sworn to before me this *Rk* day of *August* ~~2022~~ *24*

Elizabeth M. Rankin
Notary Public

11/17/2025
My Commission Expires



EXHIBIT A



FIRM RESUME

Milberg Coleman Bryson Phillips Grossman (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America. Combining decades of experience, Milberg was established through the merger of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Chicago, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, New Jersey, New York, North Carolina, South Carolina, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands. Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”
- THE NEW YORK TIMES

PRACTICE AREAS

Milberg maintains a robust practice, representing plaintiffs across numerous areas of law. Milberg attorneys have amassed a wealth of experience in the areas of antitrust and competition law, securities litigation, defective consumer product and automobile litigation, consumer services litigation, dangerous drugs and devices litigation, data breach and biometric data litigation, environmental and toxic tort litigation, finance and insurance litigation, state and local government litigation, and whistleblower and qui tam lawsuits. Milberg attorneys focus their practice among these groups to provide their clients with the best representation possible. Over decades, Milberg attorneys have developed expertise in handling class action lawsuits, leading and overseeing multidistrict litigation, and representing municipalities and other public and governmental clients. Based on their reputation and experience, Milberg attorneys have been assigned to leadership roles in class actions, mass torts litigation, and multidistrict litigation nationwide, across all of these practice areas.

SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

EXEMPLAR CASES

[In re: Nortel Networks Corp. Securities Litigation](#)

U.S. District Court for the Southern District of New York

Milberg attorneys served as Lead Counsel for the class and the court-appointed lead plaintiff, the Trustees of the Ontario Public Service Employees' Union Pension Plan Trust Fund, in this federal securities class action. The court approved a settlement valued at more than \$1.14 billion.

[In re: Initial Public Offering Securities Litigation](#)

U.S. District Court for the Southern District of New York

Milberg represented investors in 310 securities class actions alleging a market manipulation scheme involving hundreds of initial public offerings and approximately 55 defendant investment banks. Plaintiffs alleged this scheme significantly contributed to the high-tech "bubble" of the late 1990s and early 2000s. In approving a \$586 million settlement, the court described the law firms on the Plaintiffs' Executive Committee as the "cream of the crop."

[In re: Zynga Inc. Sec. Litigation](#)

U.S. District Court for the Northern District of California

A class action in which Zynga misled investors by portraying the online gaming company as financially strong and withholding non-public information, which in turn allowed a select few within the company to reap the benefits from the company's IPO, before the stock's value eventually collapsed.

[In re: Merck & Co., Inc. Sec. Litigation](#)

U.S. District Court for the District of New Jersey

Milberg served as Co-Lead Counsel in this federal securities fraud class action, and after more than 12 years of hard-fought litigation, ultimately obtained a combined settlement totaling \$1.062 billion, the largest securities class action settlement ever against a pharmaceutical company. The court described the settlement as "a settlement which is fair and just and which, in fact, is the best settlement which possibly could have been achieved in this case."

[In re: Deutsche Telekom AG Sec. Litigation](#)

U.S. District Court for the Southern District of New York

Milberg attorneys served as Co-Lead Counsel in this class action on behalf of purchasers of American Depository Receipts. The plaintiffs alleged that Deutsche Telekom improperly failed to disclose plans to make a major corporate acquisition and overstated the value of real estate assets. Milberg attorneys played a pivotal role in achieving a \$120 million settlement.

[In re: Tyco Int'l Ltd., Sec. Litigation](#)

U.S. District Court for the District of New Hampshire

Milberg attorneys served as Co-Lead Counsel in this litigation, which involved federal securities claims against Tyco and its former CEO, CFO, general counsel, and certain former directors for insider trading and the overstatement of billions of dollars in income. Milberg attorneys played a crucial role in achieving a \$3.2 billion settlement.

[In re: Vivendi Universal, S.A. Securities Litigation](#)

U.S. District Court for the Southern District of New York

Milberg was one of two Lead Trial Counsel in this securities fraud case tried to a jury over four months. The jury found Vivendi liable for dozens of false or misleading statements and awarded damages valued at well over a billion dollars. Six months later, in an unrelated case, the Supreme Court ruled that purchasers on foreign securities exchanges could not recover under U.S. law. Milberg's case against Vivendi continued with post-verdict proceedings under the new standard, and damages have been distributed to U.S. class members totaling over \$100 million.

[In re: Washington Public Power Supply System Securities Litigation](#)

U.S. District Court for the District of Arizona

In this massive securities fraud litigation, Milberg served as Co-Lead Counsel for a class that obtained, after several months of trial, settlements totaling \$775 million, the largest securities fraud settlement at that time.

[In re: Lucent Technologies, Inc. Securities Litigation](#)

U.S. District Court for the District of New Jersey

Milberg served as Co-Lead Counsel in this securities action, which alleged that Lucent and its senior officers misrepresented the demand for Lucent products and improperly recognized hundreds of millions of dollars in revenues. The case settled for \$600 million.

In re: Biovail Corp. Securities Litigation

U.S. District Court for the Southern District of New York

Milberg, representing Local 282 Welfare Trust Fund and serving as Co-Lead Counsel, litigated this securities action alleging that defendants made misleading statements concerning Biovail's financial results and its drug, Cardizem LA. Following substantial discovery, including depositions across the U.S. and Canada, Milberg obtained a \$138 million settlement for the class, and Biovail agreed to institute significant corporate governance changes.

In re: CVS Corp. Securities Litigation

U.S. District Court for the District of Massachusetts

Milberg served as Co-Lead Counsel in this securities action on behalf of a class of purchasers of American Depository Receipts. The plaintiffs alleged that Deutsche Telekom improperly failed to disclose plans to make a major corporate acquisition and overstated the value of real estate assets. In 2005, following extensive discovery, including depositions in Germany, the court approved a \$120 million cash settlement.

In re: CVS Corp. Securities Litigation

U.S. District Court for the District of Massachusetts

Milberg served as Co-Lead Counsel in this securities class action alleging that defendants issued false and misleading statements, which artificially inflated the price of CVS stock. The court approved a \$110 million settlement.

In re: American Express Financial Advisors Securities Litigation

U.S. District Court for the Southern District of New York

This case involved allegations that American Express Financial Advisors violated securities laws by representing to class members that the company would provide tailored financial advice when the company actually provided "canned" financial plans and advice designed to steer clients into American Express and certain non-proprietary mutual funds. The case settled for \$100 million and required the company to adopt various remedial measures.

Irvine v. ImClone Systems, Inc.

U.S. District Court for the Southern District of New York

Milberg served as Co-Lead Counsel in this case, in which the court approved a \$75 million cash settlement. The plaintiffs alleged that ImClone misrepresented the likelihood that its drug, Erbitux, would be approved, thereby artificially inflating the price of ImClone stock.

ANTITRUST

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

EXEMPLAR CASES

[In re: Dealer Management Systems Antitrust Litigation](#)

U.S. District Court for the Northern District of Illinois

Milberg is appointed Lead Counsel in this nationwide class action representing car dealerships. Plaintiffs allege that leading software providers entered into an unlawful agreement, monopolizing access to auto sales and service data in dealer management software used by dealers, thereby reducing competition and increasing prices. Milberg attorneys achieved a \$29.5 million settlement against one defendant and the case is proceeding against the remaining defendant.

[In re: ACTOS Antitrust Litigation](#)

U.S. District Court for the Southern District of New York

Milberg attorneys played a significant role in this litigation, including appointment to the MDL Discovery Committee, which accused Takeda Pharmaceuticals of failing to warn patients of the risks of bladder cancer, heart failure and other side effects associated with the Type 2 diabetes drug. In 2015, roughly 9,000 claims were settled for \$2.4 billion and significant injunctive relief.

[In re: Cathode Ray Tube \(CRT\) Antitrust Litigation](#)

U.S. District Court for the Northern District of California

Milberg represented indirect purchaser plaintiffs in this class action alleging an international conspiracy among defendants to keep prices for cathode ray tube (CRT) displays artificially high. Milberg had a significant discovery role in the prosecution of this class action with settlements exceeding \$580 million.

[Blessing v. Sirius XM Radio Inc.](#)

U.S. District Court for the Southern District of New York

Milberg served as Co-Lead Counsel in this case alleging that the merger of two U.S. satellite radio providers led to the monopolization of the satellite radio market and the elimination of competition.

[In re: Disposable Contact Lens Antitrust Litigation](#)

U.S. District Court for the Middle District of Florida

Milberg represented indirect purchasers in a class action alleging that defendants conspired to maintain artificially high prices for disposable contact lenses through policies that prevented resale of the subject contact lenses below a minimum price. Settlements exceeded \$118 million.

[In re: Liquid Aluminum Sulfate Antitrust Litigation](#)

U.S. District Court for the District of New Jersey

Milberg was appointed to the Plaintiffs Steering Committee in this class action alleging that manufacturers of a chemical essential to municipal water treatment engaged in price-fixing, bid-rigging and market allocation in violation of federal antitrust laws. Settlements were valued at \$92.5 million.

[Sandhaus v. Bayer AG](#)

Kansas State Court

Milberg served as Co-Lead Counsel in this case alleging that Bayer and several generic drug manufacturers entered into pay-for-delay agreements concerning an antibiotic marketed by Bayer, which caused the plaintiffs to continue paying supracompetitive prices for the drug throughout the class period. The case settled for \$9 million.

[In re: Fresh Process Potatoes Antitrust Litigation](#)

United States District Court, District of Idaho

Milberg served as Co-Lead Counsel for indirect purchaser plaintiffs in this class action alleging that potato growers, their cooperatives, processors, and packers violated federal antitrust laws by conspiring to manipulate the price and supply of potatoes. Milberg achieved a settlement for \$5.5 million and meaningful injunctive relief.

[In re: Google Play Consumer Antitrust Litigation](#)

U.S. District Court for the Northern District of California

Milberg is appointed part of a three-member Steering Committee in this consolidated class action alleging Google engaged in anticompetitive behavior through the Google Play Store, seeking injunctive relief and monetary damages on behalf of consumers forced to pay inflated prices for Play Store purchases.

[Series 17-03-615, a series of MSP Recovery Claims, Series LLC. v. Express Scripts, Inc.](#)

U.S. District Court for the Northern District of Illinois

Milberg represents third-party payers in this class action alleging that defendants participated in a vertical price-fixing scheme and their monopolistic, anticompetitive behavior caused plaintiffs and the class to pay inflated prices for the drug, H.P. Acthar Gel.

[In re: Hard Disk Drive Assemblies Antitrust Litigation](#)

U.S. District Court for the Northern District of California

Milberg represents a class of indirect purchaser end user plaintiffs in a class action alleging that the two largest manufacturers of hard disk drive (HDD) suspension assemblies illegally conspired to fix prices of these component parts, thereby raising prices of products purchased by plaintiffs and the class.

[In re: Deere & Co. Repair Services Antitrust Litigation](#)

U.S. District Court for the Northern District of Illinois

Milberg is appointed to the Plaintiffs Steering Committee in this class action alleging that John Deere illegally monopolized the repair and diagnostic services market for Deere brand agricultural equipment with onboard central computers known as engine control units, thereby inflating the prices of these services.

[Harley-Davidson Aftermarket Parts Marketing, Sales Practices and Antitrust Litigation](#)

U.S. District Court for the Eastern District of Wisconsin

Milberg represents a class of Harley-Davidson motorcycle owners in a case alleging that Harley-Davidson uses its monopoly power to force motorcycle owners to use its compatible branded parts for repairs or risk losing warranty coverage.

[In re: California Gasoline Spot Market Antitrust Litigation](#)

U.S. District Court for the Northern District of California

Milberg represents California consumers who were forced to pay supracompetitive prices for gasoline due to the manipulation of the California gasoline spot market.

FINANCIAL LITIGATION

For over five decades, Milberg has spearheaded litigation challenging unethical practices by some of the biggest financial and insurance institutions in the world and has been at the cutting edge of cases that directly impacted large banks, lenders, and insurers.

EXEMPLAR CASES

[In re: Prudential Insurance Co. Sales Practice Litigation](#)

U.S. District Court for the Northern District of California

Milberg attorneys were appointed Lead Counsel and recovered more than \$4 billion for certain policyholders in this landmark case challenging Prudential's insurance sales practices.

[In re: Raytheon Co. Securities Litigation](#)

U.S. District Court for the District of Massachusetts

Milberg served as Lead Counsel in this case, which alleged that a major defense contractor failed to properly write down assets on construction contracts. Raytheon and its auditor, PricewaterhouseCoopers LLP, settled for a total of \$460 million.

[In re: Chase Bank USA, N.A. "Check Loan" Contract Litigation](#)

U.S. District for the Northern District of California

Milberg served on the Executive Committee representing the class in this action against JP Morgan Chase & Co. The complaint alleged that Chase improperly increased the minimum monthly payment by 150% required for customers who entered into balance transfer loans with "fixed" interest rates that were guaranteed to remain so for the "life of the loan." Milberg and its Co-Counsel achieved a \$100 million settlement for the class.

[In re: General Electric Co. ERISA Litigation](#)

U.S. District Court for the Northern District of New York

Milberg, serving as Co-Lead Counsel, achieved a \$40 million settlement on behalf of current and former G.E. employees who claimed that G.E.'s 401(k) Plan fiduciaries imprudently invested more than two-thirds of the Plan's assets in company stock. The settlement included important structural changes to G.E.'s 401(k) plan valued at more than \$100 million.

[In re: Royal Dutch/Shell Transport ERISA Litigation](#)

U.S. District Court for the District of New Jersey

Milberg attorneys led this ERISA breach of fiduciary duty class action against the Royal Dutch/Shell Oil Group of Companies on behalf of certain of the companies' U.S. employee investment plan participants. The \$90 million settlement included important provisions regarding the monitoring and training of individuals appointed to be ERISA fiduciaries.

[Mason v. Medline](#)

U.S. District Court for the Northern District of Illinois

Milberg successfully represented a healthcare worker in a False Claims Act case against his former employer, Medline Industries, Inc., one of the nation's largest suppliers of medical and surgical products, along with its charitable arm, The Medline Foundation. The suit alleged that Medline engaged in a widespread illegal kickback scheme targeting hospitals and other healthcare providers that purchase medical products paid for by federal healthcare programs. Milberg pursued the case on a non-intervened basis and recovered \$85 million on behalf of the federal government — one of the largest settlements of a False Claims Act case in which the government declined to intervene.

[In re: Converse Technology, Inc. Derivative Litigation](#)

U.S. Supreme Court for the State of New York, New York County

As Co-Lead Counsel, Milberg negotiated a \$62 settlement which was approved by the court. The settlement also resulted in significant corporate governance reforms, including the replacement of various directors and officers; the amendment of the company's bylaws to permit certain shareholders to propose in the company's proxy materials nominees for election as directors; and the requirement that all equity grants be approved by both the compensation committee and a majority of the non-employee directors.

CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

EXEMPLAR CASES

[Cleveland v. Whirlpool Corp.](#)

U.S. District Court for the District of Minnesota

Milberg attorneys led this class action involving leaking and defective washing machines. Milberg attorneys were pivotal in achieving a settlement valued at approximately \$21 million, which included meaningful service plan benefits and reimbursement for out-of-pocket repair expenses.

[Berman et al. v. General Motors LLC](#)

U.S. District Court for the Southern District of Florida

Milberg attorneys held leadership roles in this class action involving excessive oil consumption in Chevrolet and GMC vehicles. Milberg attorneys played a pivotal role in achieving a nationwide settlement valued at over \$40 million, securing vehicle repairs and reimbursement for out-of-pocket repair costs.

[Chess v. Volkswagen Group of America, Inc.](#)

U.S. District Court for the Central District of California

Milberg attorneys were named Co-Lead Counsel in this class action involving Volkswagen vehicles with defective transmissions. Milberg attorneys secured a settlement that included up to full reimbursement for out-of-pocket repair expenses and significant injunctive relief.

[Hamm v. Sharp Electronics Corporation](#)

U.S. District Court for the Southern District of Florida

Milberg attorneys served as Co-Class Counsel in this class action involving defectively designed microwave drawers. Milberg attorneys were instrumental in achieving a settlement valued at more than \$100 million, which included meaningful extended service plan benefits and reimbursement for out-of-pocket repair expenses.

[In re: Allura Fiber Cement Siding Products Liability Litigation](#)

U.S. District Court for the District of South Carolina

Milberg attorneys were appointed Co-Lead Counsel and Steering Committee members by the court in this class action alleging defective fiber cement board siding. Milberg attorneys helped to secure a nationwide settlement for repair and replacement of homeowners' siding.

[In re: MI Windows and Doors, Inc., Products Liability Litigation](#)

U.S. District Court for the District of South Carolina

Milberg attorneys served as Co-Lead Counsel in this multidistrict class action litigation and helped to secure a nationwide class settlement for homeowners who purchased defectively designed windows.

[In re: Zurn Pex Plumbing Products Liability Litigation](#)

U.S. District Court for the District of Minnesota

Milberg attorneys served on the Executive Committee in this multidistrict class action involving leaking and defective plumbing systems. Milberg attorneys secured monetary benefits valued at \$100,000 per class settlement member, and plumbing repairs in value up to \$7,000 per class settlement member.

[Hobbie, et al. v. RCR Holdings II, LLC, et al.](#)

U.S. District Court for the District of Louisiana

Milberg attorneys served as Co-Lead Counsel in a multidistrict class action alleging improper usage of toxic and defective Chinese drywall. Milberg attorneys played an important role in securing a \$30 million settlement for remediation of 364-unit residential high-rise buildings constructed with the toxic drywall.

[In re: Chinese Manufactured Drywall Products Liability Litigation](#)

U.S. District Court for the Eastern District of Louisiana

Milberg attorneys served on the Executive Committee in a multidistrict class action involving defective and toxic drywall.

[In re: Synthetic Stucco Litigation](#)

U.S. District Court for the Eastern District of North Carolina

Milberg attorneys were appointed to the Steering Committee and played a pivotal role in securing settlements with four exterior insulation finishing system manufacturers for homeowners valued at over \$50 million.

[Bridget Smith v. Floor and Decor Outlets of America, Inc.](#)

U.S. District Court for the Northern District of Georgia

Milberg attorneys were appointed Co-Lead Counsel in this class action alleging undisclosed formaldehyde exposure from wood and laminate flooring. Milberg attorneys achieved a national class action settlement for homeowners who purchased unsafe laminate wood flooring.

[In re: Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation](#)

U.S. District Court for the Eastern District of Virginia

Milberg attorneys were appointed Co-Lead Counsel in this class action alleging formaldehyde exposure and secured a \$36 million national class action settlement for members who purchased a certain type of laminate flooring.

[In re: Windsor Wood Clad Window Products Liability Litigation](#)

U.S. District Court for the Eastern District of Wisconsin

Milberg attorneys were appointed Lead Counsel in this class action alleging window defects. Milberg attorneys helped to secure a nationwide settlement for customers providing repairs, replacements, and compensation for out-of-pocket expenses.

[Norman et al. v. Nissan North America](#)

U.S. District Court for the Middle District of Tennessee

Milberg attorneys were appointed Co-Lead Counsel in this class action alleging CVT transmission defects in Nissan vehicles. Milberg attorneys played a pivotal role in securing a nationwide settlement valued at approximately \$17 million for repairs, replacements, extended warranty, and cash benefits.

[In re: Horizon Organic Milk Plus DHA Omega-3 Marketing and Sales Practice Litigation](#)

U.S. District Court for the Southern District of Florida

Milberg attorneys were appointed Co-Lead Counsel in this class action alleging falsely advertised brain health benefits. Milberg attorneys were essential in securing a settlement valued at \$1.3 million for consumers.

[In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation](#)

U.S. District Court for the Western District of Pennsylvania

Milberg attorneys were appointed to leadership positions in this multidistrict class action involving All-Clad's false advertising that its stainless-steel cookware was dishwasher safe. Milberg attorneys secured a nationwide settlement valued at \$4 million, including replacement products, monetary benefits, partial reimbursements for purchases of the defective products, and discounts on future product purchases.

[Julian, et al., v. TTE Technology, Inc.](#)

U.S. District Court for the Northern District of California

Milberg attorneys were appointed Co-Lead Counsel in this litigation involving the false advertising of TCL televisions' refresh rates. Milberg attorneys played an important role in securing a class settlement valued at \$2.5 million in cash benefits to class members.

[Roberts et al. v. Electrolux Home Products Inc.](#)

U.S. District Court for the Central District of California

Milberg attorneys were named Co-Lead Counsel in this class action involving defective dryers manufactured by Electrolux. Milberg attorneys helped to obtain a settlement on behalf of more than one million class members, valued at over \$35 million.

[Tabak v. Apple Inc.](#)

U.S. District Court for the Northern District of California

Milberg attorneys brought this class action against Apple for a defect in the iPhone 7 and iPhone 7 Plus, which negatively impacted the audio quality of the phones. Milberg attorneys played a pivotal role in bringing the case, briefing, and discovery. The parties have agreed to a class settlement in principle, valued at \$35 million.

[Koenig v. VIZIO, Inc.](#)

Superior Court of Los Angeles County, California

Milberg attorneys litigated this class action involving the false advertising of Vizio televisions' refresh rates. Milberg attorneys played a pivotal role, including briefing, discovery, and handling all trial responsibilities. The parties have agreed to a class settlement in principle, valued at over \$40 million.

[In re: Outer Banks Power Outage Litigation](#)

U.S. District Court for the Eastern District of North Carolina

Milberg attorneys served as Co-Lead Counsel and secured a \$10.35 million settlement in a class action in which residents, businesses, and vacationers on Hatteras and Ocracoke Islands in North Carolina were impacted by a 9-day power outage.

[Elliott et al v. KB Home North Carolina Inc.](#)

North Carolina Superior Court

In this class action involving homeowners who purchased homes that were improperly built without weather-resistant barriers, Milberg attorneys played an essential role in securing a settlement valued at approximately \$6,500 to \$17,000 for each class member.

[In re: Allergan Biocell Textured Breast Implant Product Liability Litigation](#)

U.S. District Court for the District of New Jersey

Milberg attorneys were appointed to the Plaintiffs Steering Committee in this multidistrict class action against Allergan for breast implants that caused cancer. Milberg attorneys continue to play a pivotal role in this ongoing case.

[In re: Evenflo Co., Inc. Marketing, Sales Practices and Products Liability Litigation](#)

U.S. District Court for the District of Massachusetts

Milberg attorneys were appointed Co-Lead Counsel in this multidistrict litigation against Evenflo for deceptively marketing its child booster seats.

[Carder v. Graco Children's Safety products, Inc.](#)

U.S. District Court for the Northern District of Georgia

Milberg attorneys were appointed to multiple leadership positions in this class action involving the deceptive marketing of child car seats.

[Coleman, et al, v. Britax Child Safety, Inc.](#)

U.S. District Court for the District of South Carolina

Milberg attorneys were appointed Co-Lead Counsel in this class action involving the deceptive marketing of child car seats.

In re: Seresto Flea and Tick Collar Marketing, Sales Practices And Products Liability Litigation
U.S. District Court for the Northern District of Illinois

Milberg attorneys were appointed Co-Lead Counsel in this multidistrict class action against the manufacturers of Seresto flea and tick collars, which were linked to numerous pet deaths. The litigation is ongoing.

DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

EXEMPLAR CASES

In re: Avandia Marketing, Sales Practices, and Products Liability Litigation

U.S. District Court for the Eastern District of Pennsylvania

Milberg attorneys were appointed to the Plaintiffs Steering Committee and served on the Discovery and Media Sub-Committees on behalf of thousands of patients who took the Type 2 diabetes drug Avandia, alleging the manufacturer failed to disclose the known and increased risk of heart attack and cardiac death. GlaxoSmithKline set aside \$3.4 billion in 2011 to settle lawsuits.

In re: Benicar (Olmesartan) Products Liability Litigation

U.S. District Court for the District of New Jersey

Milberg attorneys were appointed to the Plaintiffs Steering Committee and Common Benefit Fee Committee in this multidistrict litigation which alleged that Benicar manufacturer Daiichi Sankyo and co-promoter Forest Laboratories were responsible for serious gastrointestinal injuries. In 2017, the defendants agreed to a \$300 million settlement.

In re: Chantix (Varenicline) Products Liability Litigation

U.S. District Court for the Northern District of Alabama, Southern Division

Milberg attorneys served as Co-Lead Counsel in the Chantix Coordination in New York State Court and court-appointed member of the Plaintiffs Steering Committee in the MDL in Alabama.

In re: Fluoroquinolone Products Liability Litigation

U.S. District Court for the District of Minnesota

Milberg attorneys were appointed to the Plaintiffs Steering Committee in the MDL in Minnesota litigating the broad-spectrum antibiotic that resulted in severe tendon damage, particularly debilitating Achilles tendon ruptures.

Fosamax Litigation (I & II)

U.S. District Court for the District of New Jersey

Fosamax I: Milberg was appointed Lead Counsel in this New York MDL for ONJ cases and served on the Discovery Team in the Superior Court of New Jersey. Fosamax II: Milberg was appointed to Fosamax Femur MDL Plaintiffs Steering Committee for MDL in the District of New Jersey.

[In re: Fresenius Granuflo/NaturaLyte Dialysate Products Liability Litigation](#)

U.S. District Court for the District of Massachusetts

Milberg attorneys served on the Plaintiffs Steering Committee in the MDL. Granuflo and NaturaLyte were manufactured and marketed by Fresenius Medical for use in dialysis treatment to address kidney failure both chronic and acute, but also caused increased heart complications.

[In re: Incretin Mimetics Products Liability Litigation](#)

U.S. District Court for the Southern District of California (San Diego)

Milberg attorneys were appointed to the MDL Plaintiffs Steering Committee in California. Incretins are a class of Type 2 Diabetes drugs which result in a significant increase in gastric side effects.

[In re: Infusion Pump Cases \(JCCP 4615\)](#)

U.S. Ninth Circuit Court, Eastern District of California

Milberg attorneys were appointed Plaintiffs Liaison Counsel. Studies showed that pain pumps were associated with high failure rates when used appropriately and often mis-used leading to increased failure rates and resultant complications.

[Risperdal and Invega Product Liability Litigation \(JCCP 4775\)](#)

California Second District Court of Appeal, Division Three

Milberg attorneys were appointed Co-Lead Counsel in Risperdal/Invega Product Liability Litigation against Johnson & Johnson/Janssen regarding these anti-psychotic dopamine receptor blockers that cause hormonal changes in male users that can result in breast tissue growth.

[In re: Mirena IUD Levonorgestrel-Related Products Liability Litigation](#)

U.S. District Court for the Southern District of New York

Milberg attorneys were appointed to the Plaintiffs Steering Committee. Mirena, a hormone releasing IUD for contraception was intended for longer term placement, are prone to failure and breakage and resultant injuries.

[Propecia Finasteride Product Liability Litigation](#)

U.S. District Court for the Eastern District of New York

Milberg attorneys were appointed to the Plaintiffs Steering Committee. Another Milberg attorney was appointed Lead Counsel in the New Jersey Multi County Litigation in Middlesex County, New Jersey. These litigations centered on sexual dysfunction resulting from use of Merck's male pattern hair loss product, Propecia.

[In re: Reglan Litigation](#)

U.S. Superior Court of New Jersey, Law Division Atlantic County

Milberg attorneys were appointed Co-Lead Counsel in the Multi County Litigation in New Jersey State Court, Atlantic County. Reglan is often used for longer terms to address symptoms of GERD resulting in neurological injuries including Tardive Dyskinesia.

[Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation \(MDL 2738\)](#)

U.S. District Court for the District of New Jersey

Milberg attorneys were appointed to the Plaintiffs Steering Committee in the Johnson & Johnson Talcum Powder Litigation and served on the Science Committee and Bellwether Committee in the MDL in District Court New Jersey, as well as on the Science and Experts Committee of the PSC.

In re: American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation

U.S. District Court for the Southern District of West Virginia

Milberg attorneys were appointed to the Plaintiffs Steering Committee in the AMS, Bard, Boston Scientific and Ethicon MDLs.

In re: Vioxx Products Liability Litigation

U.S. District Court for the Eastern District of Louisiana

Milberg attorneys served as Liaison to the media for Vioxx Plaintiffs Steering Committee and Public Relations Committee in Louisiana and on the New Jersey Multi County Litigation Vioxx discovery team.

In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation

U.S. District Court for the District of Arizona

Milberg attorneys were appointed to the MDL Plaintiffs Steering Committee in Arizona in this case involving a homeopathic, over the counter common cold and allergy symptom product that left many with impaired ability to smell.

In re: Zimmer Nexgen Knee, Implant Products Liability Litigation

U.S. District Court for the Northern District of Illinois, Eastern Division

Milberg attorneys were appointed to the MDL Plaintiff's Steering Committee in Illinois as well as the Electronic Storage Information Committee. Zimmer manufactures multiple devices including knee devices which resulted in premature failure necessitating additional, painful, and costly surgeries.

In re: Crestor Products Liability Cases (JCCP 4713)

California Superior Court

Milberg attorneys served as Co-Lead Counsel in the JCCP in State Court California on this highly potent AstraZeneca "me too" cholesterol managing statin litigation where serious side effects included newly onset diabetes and liver damage as well as reactions with Coumadin.

EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

EXEMPLAR CASES

[In re: Black Farmers Discrimination Litigation](#)

U.S. District Court for the District of Columbia

Milberg attorneys were appointed Lead Counsel and secured a \$1.25 billion settlement fund for black farmers who alleged the U.S. Department of Agriculture discriminated against them by denying farm loans.

[Kingston v. IBM](#)

U.S. District Court for the Western District of Washington

Milberg attorneys spearheaded a series of landmark cases against IBM alleging wrongful termination of software sales managers through a pattern of fraudulent conduct.

[Parry et al. v. Farmers Insurance Exchange, et al.](#)

Superior Court of Los Angeles County, California

Milberg attorneys were named Class Counsel and secured a \$75 million class-action settlement with Farmers Insurance on behalf of its agents alleging that Farmers Insurance misclassified its agents as independent contractors.

[Meek v. SkyWest, Inc.](#)

U.S. District Court for the Northern District of California

Milberg attorneys were Lead Counsel and secured a \$4.2 million class action settlement against SkyWest Airlines for allegedly failing to provide proper rest and meal breaks to its employees.

[Craig v. Rite Aid Corporation](#)

U.S. District Court for the Middle District of Pennsylvania

This FLSA collective action and class action settled for \$20.9 million.

[Stillman v. Staples, Inc.](#)

U.S. District Court for the District of New Jersey

This FLSA collective action had a Plaintiffs' trial verdict for \$2.5 million and a national settlement approved for \$42 million.

[Lew v. Pizza Hut of Maryland, Inc.](#)

U.S. District Court for the District of New Jersey

This FLSA collective action had a statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages.

ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

EXEMPLAR CASES

[Nnadili, et al. v. Chevron U.S.A., Inc.](#)

U.S. District Court for the District of Columbia

Milberg attorneys were Lead Counsel in a \$6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station.

[In re: Swanson Creek Oil Spill Litigation](#)

U.S. District Court for the District of Maryland

Milberg attorneys served as Lead Counsel and achieved a \$2.25 million settlement arising from the largest oil spill in history of State of Maryland.

[In re: Exxon Valdez](#)

U.S. District Court for the District of Alaska

Milberg was a member of the Plaintiffs' Coordinating Committee and co-chair of the Plaintiffs' Law Committee in this massive litigation resulting from the Exxon Valdez oil spill in Alaska. The plaintiffs obtained a jury verdict of \$5 billion, which, after years of appeals by Exxon, was reduced to approximately \$500 million by the United States Supreme Court. The United States Court of Appeals for the Ninth Circuit has since held that plaintiffs are entitled to post-judgment interest on the award in the amount of approximately \$470 million.

[Municipality of Bayamon, et al., v. Exxon Mobil Corp., et al.](#)

United States District Court for the District of Puerto Rico

More than a dozen municipalities of Puerto Rico have filed a class action lawsuit against fossil fuel companies for their alleged role in the deadly 2017 hurricane season that devastated the Commonwealth, causing billions in damages and leaving thousands of people dead. The first-of-its-kind lawsuit seeks financial compensation from oil and coal companies for marketing and selling carbon-based products that they intentionally misrepresented to the public and worked together to publicly conceal the climate risk changes of their products while internally acting on climate science to safeguard their own assets.

[Sharon Weatherly v. Eastman Chemical Co.](#)

Circuit Court of Sullivan County, Tennessee Second Judicial District

Milberg attorneys led the effort to bring justice for hundreds of injured workers and their families resulting from a steam explosion at the Eastman Chemical Company which released asbestos and other toxic materials. Milberg filed a class-action lawsuit, pursuing claims for public and private nuisance, trespass, negligence, and strict liability for ultra-hazardous activity.

STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

EXEMPLAR CASES

[Daedalus, LLC, et al. v. City of Charlotte](#)

North Carolina Superior Court, Mecklenburg County

Milberg attorneys recovered a \$106 million class action settlement for property owners for unlawful water and sewer capacity fees and system development fees charged by the City of Charlotte, North Carolina as a condition of providing water and sewer service to property owners.

[Upright Builders, Inc., et al. v. Town of Apex](#)

North Carolina Superior Court, Wake County

Milberg attorneys recovered a \$15.3 million class action settlement for property owners for unlawful water and sewer capacity replacement fees and transportation impact fees charged by the Town of Apex, North Carolina as a condition of providing water and sewer service to property owners.

[Plantation Builders of Wilmington, Inc., et al. v. County of Brunswick](#)

North Carolina Superior Court, Brunswick County

Milberg attorneys recovered a \$15.25 million class action settlement for property owners for unlawful water and sewer capacity fees charged by Brunswick County, North Carolina as a condition of providing water and sewer service to property owners.

[Gerald Currin Builders, Inc. v. Town of Holly Springs](#)

North Carolina Superior Court, Wake County

Milberg attorneys recovered a \$7.9 million class action settlement for property owners for unlawful water and sewer capacity replacement fees charged by the Town of Holly Springs, North Carolina as a condition of providing water and sewer service to property owners.

[Meritage Homes of the Carolinas, Inc. v. Town of Holly Springs](#)

North Carolina Superior Court, Wake County

Milberg attorneys recovered a \$7.5 million class action settlement for property owners for unlawful parks and recreation fees in-lieu of land dedication charged by the Town of Holly Springs, North Carolina as a condition of granting development approval to residential subdivision developers.

[Plantation Building of Wilmington, Inc. v. Town of Leland](#)

North Carolina Superior Court, Brunswick County

Milberg attorneys recovered a \$6.2 million class action settlement for property owners for unlawful water and sewer impact fees charged by the Town of Leland, North Carolina as a condition of providing water and sewer service to property owners.

Shenandoah Homes, LLC v. Town of Clayton

North Carolina Superior Court, Johnston County

Milberg attorneys recovered a \$2.7 million class action settlement for property owners for unlawful water and sewer impact fees charged by the Town of Clayton, North Carolina as a condition of providing water and sewer service to property owners.

Granite Land and Timber, LLC v. Town of Clayton

North Carolina Superior Court, Johnston County

Milberg attorneys recovered a \$2.45 million class action settlement for property owners for unlawful parks and recreation fees in-lieu of land dedication charged by the Town of Clayton, North Carolina as a condition of granting development approval to residential subdivision developers.

Mayfair Partners, LLC et al. v. City of Asheville

North Carolina Superior Court, Buncombe County

Milberg attorneys recovered a \$1.85 million class action settlement for property owners for unlawful water and sewer impact fees charged by the City of Asheville, North Carolina as a condition of providing water and sewer service to property owners.

Eastwood Construction, LLC, et. al v. City of Monroe

North Carolina Superior Court, Union County

Milberg attorneys recovered a \$1.75 million class action settlement for property owners for unlawful water and sewer impact fees charged by the City of Monroe, North Carolina as a condition of providing water and sewer service to property owners.

Larry Shaheen v. City of Belmont

North Carolina Superior Court, Gaston County

Milberg attorneys recovered a \$1.65 million class action settlement for property owners for unlawful water and sewer impact fees charged by the City of Belmont, North Carolina as a condition of providing water and sewer service to property owners.

Brookline Homes, LLC v. City of Mount Holly

North Carolina Superior Court, Gaston County

Milberg attorneys recovered a \$483,468 class action settlement for property owners for unlawful water and sewer impact fees charged by the City of Mount Holly, North Carolina as a condition of providing water and sewer service to property owners.

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

EXEMPLAR CASES

[In re: Google Buzz Privacy Litigation](#)

U.S. District Court for the Northern District of California

Milberg attorneys were appointed Lead Class Counsel and secured a \$8.5 million cy pres settlement.

[In re: Dept. of Veterans Affairs \(VA\) Data Theft Litigation](#)

U.S. District Court for the District of Columbia

Milberg attorneys were appointed Co-Lead Counsel representing veterans whose privacy rights were compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a \$20 million fund for affected veterans and a cy pres award for two non-profit organizations.

[In re: Target Corporation Customer Data Security Breach Litigation](#)

U.S. District Court for the District of Minnesota

Milberg represented as many as 110 million Target customers whose personal information was compromised in this landmark data breach case. Milberg, together with Co-Counsel, achieved compensation of \$10 million, entitling individual consumers to recover losses of up to \$10,000. An appeal of the settlement has been remanded to the District Court of Minnesota and remains pending.

Consisting of former appellate judges, experienced appellate advocates, and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

EXEMPLAR CASES

[Home Depot, U.S.A., Inc. v. Jackson](#)

United States Supreme Court

Milberg attorneys represented a consumer who was originally sued in a state court debt collection action. In response, Milberg attorneys filed third-party class action claims against Home Depot for deceptive trade practices regarding its store credit cards marketed to customers. Home Depot sought to remove the class action counterclaims, which were filed in the existing state court action, to federal court. Lengthy appeals followed, in which Milberg attorneys worked cooperatively with attorneys at Public Justice to represent the original consumer and class of consumers. Ultimately, the Supreme Court agreed with the consumers' position and held that a third-party counterclaim defendant may not remove state court claims either under the removal statute or under the Class Action Fairness Act. This decision represents a significant victory for consumer plaintiffs.

[Webb v. Injured Workers Pharmacy, LLC](#)

First Circuit Court of Appeals

Milberg attorneys scored a significant victory for plaintiffs in data breach and other federal tort cases. The decision animated the Supreme Court's decision in *TransUnion v. Ramirez*, by applying its standing analysis in a common sense and logically consistent manner to the real-world fact patterns posed by data breach cases. The decision demonstrates that federal court is still a viable forum for data breach cases based upon the material risk of future misuse, as well as actual misuse of data.

[Kingston v. Int'l Bus. Machines Corp.](#)

Ninth Circuit Court of Appeals

Milberg attorneys represented an IBM software sales manager who was fired for reporting racial discrimination and the unlawful capping of sales commissions. A jury awarded the plaintiff almost \$15 million. The Ninth Circuit affirmed the jury's finding of liability and most of the damages award, over a dissent.

[Fessler v. Int'l Bus. Machines Corp.](#)

Fourth Circuit Court of Appeals

Milberg attorneys represented an IBM software salesman whose sales commissions IBM had wrongly capped. The district court dismissed the salesman's claims. The Fourth Circuit reversed the dismissal, distinguishing a long line of older cases in which IBM had prevailed on the grounds that the new case was factually distinct and presented novel legal theories. The case was later resolved.

[Lytle v. Nutramax Labs., Inc.](#)

Ninth Circuit Court of Appeals

Milberg attorneys represented a class of consumers who purchased pet joint health supplements, which they claimed were deceptively marketed and labeled. The trial court granted class certification, and the defendant sought to appeal to the Ninth Circuit, which agreed to hear the appeal. Milberg attorneys argued that class certification was proper, and that the plaintiffs' proposed damages model—a conjoint analysis that surveyed consumers to determine the value of the product's deceptive statements—was valid for calculating classwide damages. The Ninth Circuit heard the parties' arguments in 2023, but has not yet ruled.

[Adkisson v. Jacobs Engineering Grp., Inc.](#)

Sixth Circuit Court of Appeals

Milberg attorneys represented a group of hundreds of workers and their families who were injured when cleaning up a large coal ash spill in Kingston, Tennessee. The workers alleged, among other things, that the defendant had denied them essential personal protection equipment. Following years of litigation and a trial on certain issues, the defendant raised a new defense based on a recent Supreme Court case, *Thacker v. Tennessee Valley Authority*. The defendant argued that it should be immune because it was acting as an agent of the federal government. The Sixth Circuit rejected this defense, finding that based upon the facts, the Tennessee Valley Authority—and, by extension, the defendant—were not immune, paving the way for future litigants to bring claims against the TVA and its agents. Following this ruling, the parties reached a settlement.

[Chisum v. Campagna](#)

North Carolina Supreme Court

Milberg attorneys represented a contractor who was wrongfully kicked out of several valuable real estate companies by his partners. The jury awarded the plaintiff millions of dollars, but the trial court granted judgment to the defendants on some of the claims. The North Carolina Supreme Court affirmed the jury's verdict while reversing the trial court's grant of judgment to the defendants. Following the reversal, the parties reached settlement, which was more lucrative for plaintiff than the original jury verdict.

[Plantation Bldg. of Wilmington, Inc. v. Town of Leland](#)

North Carolina Supreme Court

Milberg attorneys represented a class of contractors who sued a local government for charging illegal fees. The trial court certified the class, but the government appealed, raising a dangerous new legal theory that would have prevented class certification. The North Carolina Supreme Court rejected that new theory, after which the case settled for even more than the class had demanded before the appeal.

[Adkisson v. Jacobs Engineering Grp., Inc.](#)

Tennessee Supreme Court

Milberg attorneys represented a group of hundreds of workers and their families who were injured when cleaning up a large coal ash spill in Kingston, Tennessee. The workers alleged, among other things, that the defendant had denied them essential personal protection equipment. Following years of litigation and a trial on certain issues, the defendant argued that the plaintiffs' claims must be dismissed under the Tennessee Silica Claims Protection Act, and the trial court certified the question to the Tennessee Supreme Court. Milberg attorneys briefed the issues and argued on the workers' behalf that the TSCPA did not cover or require dismissal of their claims. Before the Tennessee Supreme Court could rule, the parties settled their claims.

LOCATIONS

PUERTO RICO

1311 Avenida Juan Ponce de León
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CALIFORNIA

280 South Beverly Drive, Penthouse
Beverly Hills, California 90212

402 West Broadway, Suite 1760
San Diego, California 92101

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Coral Gables, Florida 33134

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St. Petersburg, Florida 33713

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Bloomfield Hills, Michigan 48301

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800 S. Gay Street, Suite 1100
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1420 Fifth Ave, Suite 2200
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NETHERLANDS

UNITED KINGDOM



EXHIBIT B



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OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

CLASS ACTION AND MASS TORTS

FINANCIAL INSTITUTIONS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C.) – Preliminary Approval - \$21 million

McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – Preliminary Approval - \$16 million

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blabut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

DATA BREACH AND PRIVACY

In re: Fortra, MDL No. 3090 (S.D. Fla.) – Co-Lead Counsel
Crove, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel
Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel
Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel
Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - Co-Lead Counsel
Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - Co-Lead Counsel
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - Co-Lead Counsel
Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - Executive Committee
Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee
In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million
In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - Preliminary Approval - \$2.425 million
Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - Preliminary Approval - \$3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - Preliminary Approval - \$2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - Preliminary Approval - \$3.25 million
Katz et al. v. Einstein Healthcare Network, No. 02045 (Phila C.P.) - \$1.6 million
Opris et al v. Sincera Reproductive Medicine et al, No. 2:21-cv-03072 (E.D. PA) - \$1.2 million

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million
Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - \$38 million
Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million
Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million
Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million
In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million
Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million
Skerandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million
Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million
In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million
Perry v. Progressive Michigan, et al., 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel
In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee
In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee
In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel
In re: National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - \$100 million
In re: Juul Labs, No. MDL No. 2913 (N.D. Cal.) - \$26 million
In re: Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel
In re: 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs
In re: Stryker Prod. Liab. Lit., 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

CONSUMER PROTECTION

MASS TORT



JEFF OSTROW

Managing Partner

ostrow@kolawyers.com

954.332.4200

Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.S. - 1994

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 30 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, and Western District of Wisconsin. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. – 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff's Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Large Fraud and Ponzi Cases

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar
District of Columbia Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the 11th Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985
Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.



KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner



Bar Admissions

The Florida Bar
The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar
The New York Bar

Court Admissions

United States District Court, Southern District of Florida
United States District Court, Middle District of Florida
United States District Court, Southern District of New York
United States District Court, Eastern District of New York
United States District Court, Northern District of Illinois
United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 2018
Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

CAROLINE HERTER

Associate



Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.