

DOCKET NO.: FST-CV21-6054676-S	:	SUPERIOR COURT
	:	
SARAH KENT, and ALISON PACTONG,	:	JUDICIAL DISTRICT OF
individually and on behalf of all other similarly	:	
situated,	:	
	:	STAMFORD/NORWALK
Plaintiff,	:	
	:	
VS.	:	AT STAMFORD
	:	
WOMEN’S HEALTH USA, INC., IN VITRO	:	
SCIENCES, LLC, CENTER FOR ADVANCED	:	
REPRODUCTIVE SERVICES, P.C., and	:	
REPRODUCTIVE MEDICINE ASSOCIATES OF	:	
CONNECTICUT, P.C.,	:	
	:	
Defendants.	:	

**AFFIDAVIT OF JONATHAN M. JAGHER IN SUPPORT OF PLAINTIFFS’  
UNOPPOSED MOTION FOR FINAL APPROVAL OF PROPOSED  
SETTLEMENT AND PROPOSED PLAN OF DISTRIBUTION OF  
SETTLEMENT FUND AND PLAINTIFFS’ MOTION FOR AWARD OF  
ATTORNEYS’ FEES, COSTS AND EXPENSES AND FOR  
CLASS REPRESENTATIVE SERVICE AWARDS**

I, Jonathan M. Jagher, hereby declare as follows:

1. I am a partner with the law firm of Freed Kanner London & Millen LLC and am competent to declare the matters stated herein.
  
2. I am one of the attorneys appointed as Settlement Class Counsel (*see* July 19, 2022 “Order Granting Plaintiffs’ Motion for Preliminary Approval of Proposed Settlement, Certification of a Settlement Class and Approval of Notice Plan” (“Preliminary Approval Order” Docket 117.02 at 4)) representing the named plaintiffs, Sarah Kent and Alison Pactong, in this putative class action lawsuit against defendants Women’s Health USA, Inc. (“WHUSA”), In Vitro Sciences, LLC (“IVS”), Center for Advanced Reproductive Services, P.C. (“CARS”), and Reproductive Medicine Associates of Connecticut, P.C. (“RMACT”) (collectively, “Defendants”). I submit this affidavit in support of Plaintiffs’ Unopposed Motion for Final

Approval of Proposed Settlement and Proposed Plan of Distribution of Settlement Fund (the “Final Approval Motion”) and Plaintiffs’ Motion for Award of Attorneys’ Fees, Costs and Expenses and for Class Representative Service Awards (the “Fee Motion”).

3. On December 14, 2021, Settlement Class Counsel filed a Class Action Complaint (“Complaint” Docket 100.31) against Defendants on behalf of Plaintiff Sarah Kent.

4. On July 11, 2022, the Court granted Plaintiffs’ Motion, On Consent, to Amend Complaint and Join Additional Plaintiff (Docket 115.02). The Amended Class Action Complaint simply added Alison Pactong as a Plaintiff (Complaint and Amended Class Action Complaint are collectively referred to as “Complaints”).

5. On July 19, 2022, the Court entered the Preliminary Approval Order (Docket 117.02).

6. Settlement Class Counsel, individually and collectively, have substantial experience litigating class actions. True and accurate copies of the firm resumes of Freed Kanner London & Millen LLC and Aeton Law Partners LLP are attached hereto as Exhibit A.

7. Prior to filing the initial complaint, Settlement Class Counsel spent considerable time investigating the facts and researching the legal claims alleged therein. As a result, Settlement Class Counsel were well apprised of not only the merits of Plaintiffs’ claims, but also the risks (including potential defenses that Defendants would likely raise) associated with prosecuting the case.

8. Shortly after filing the complaint, the parties began a series of lengthy settlement negotiations, including several telephone conferences.

9. As part of those negotiations, Defendants provided Settlement Class Counsel with confidential settlement information, including information relating to the size of the proposed

class and the prices Defendants charged for assisted reproductive technology (“ART”) services during the alleged Class Period. This enabled Settlement Class Counsel to not only make an informed decision regarding the potential damages in the case, but also enabled the Parties to assess its overall strengths and weaknesses.

10. Moreover, the information provided during settlement negotiations (and some information provided since) informed Settlement Class Counsel about how the various members of the proposed Settlement Class (defined in Preliminary Approval Order at 2) were harmed. While some individuals that paid Defendants for ART services during the Class Period were covered by health insurance, others were not. Therefore, some members of the Settlement Class paid all of the amounts owed for ART services, others paid only a copay. Notably, any individuals who paid nothing at all are not members of the Settlement Class.

11. While Plaintiffs and Settlement Class Counsel believe firmly in the merits of their claims, they also appreciate that—due to the uncertainty surrounding various issues in the case—there is a real possibility that one legal ruling on any one of those undecided legal issues could completely foreclose their ability to prevail.

12. With this foundational knowledge and understanding of the legal and factual landscape underpinning this putative class action lawsuit, the negotiations ultimately resulted in the Settlement Agreement, a true and accurate copy of which is attached hereto as Exhibit B.

13. In addition, though the data do not permit a precise calculation, based on the same information provided by Defendants, we believe that the \$2,850,000 settlement represents approximately 50% of the maximum damages the proposed class could realistically obtain at trial. Given the relative size of some of the Defendants, Plaintiffs are not confident in certain Defendants’ ability to pay a greater judgment even if Plaintiffs were to prevail at trial.

14. In accordance with the Court’s preliminary approval order, the Summary Notice was mailed to 19,063 individuals on September 2, 2022.

15. As of the date of this submission, there has been just one class member that has elected to opt-out of the Settlement Class. Moreover, not a single Settlement Class Member filed an objection to the Settlement. At this time, due to the ongoing nature of the claims process (deadline to submit claims is November 16, 2022) and the pro-rata form of distribution, we cannot inform the Court as to the individual or average class member recovery. We will provide more detailed information in our reply brief and notice report in support of final approval to be filed on or before November 25, 2022.

16. Since the Court preliminarily approved the Settlement, Settlement Class Counsel has worked with the Settlement Administrator, Epiq Systems, Inc. (“Epiq”), to carry out the Court-ordered notice plan. Specifically, Class Counsel helped compile and review the contents of the class notices, reviewed the final claim forms, and reviewed and tested the settlement website before it launched live. Class Counsel also worked with Defendants and Epiq to secure the class list and effectuate notice.

17. Since class notice has been disseminated, Settlement Class Counsel has continued to work closely with Epiq to monitor settlement claims and any other issues that may arise. Class Counsel has also fielded calls from Settlement Class Members and assisted with their requests.

18. Settlement Class Counsel undertook this litigation on a contingency basis, despite knowing the litigation risks and the prospect of no recovery.

19. As set forth above, Settlement Class Counsel has devoted (and continues to devote) a significant amount of attorney time and other resources investigating, prosecuting and resolving this litigation and, as a result, has been forced to forego other new matters that we otherwise

would have taken on. Between inception and approximately mid-September of 2022, Plaintiffs' counsel collectively spent 665.15 hours representing \$487,739.25 in lodestar prosecuting this action.

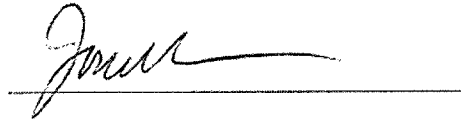
20. Additionally, to date Plaintiffs' Counsel (consisting of Settlement Class Counsel and the law firms included on the two filed complaints collectively defined as "Plaintiff's Counsel") have expended \$3,441.84 in out-of-pocket costs and expenses in connection with the investigation, prosecution, and resolution of this litigation. Attached hereto as Exhibit C is an itemized list of those costs and expenses. These costs and expenses are reflected in the records of Plaintiffs' Counsel and were necessary to effectively prosecute this litigation. Cost and expense items are billed separately, and such charges not duplicated in any firm's billing rates. Plaintiffs' Counsel undertook these expenses without any guarantee of reimbursement.

21. In addition to the work Plaintiffs' Counsel has performed thus far and because the claims, opt-out and objection periods have not yet concluded, I anticipate that Plaintiffs' Counsel will expend a substantial amount of additional time in the future performing work in connection with drafting the reply brief and notice report in support of final approval, preparing for and appearing at the fairness hearing, coordinating with Epiq, monitoring settlement administration, and responding to Settlement Class Member inquires before this litigation and the settlement administration and distribution process comes to an end.

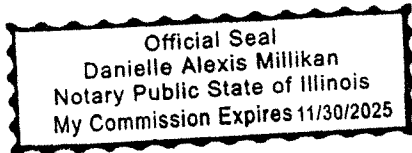
22. I am of the opinion that Plaintiffs' active involvement in this case was critical to its ultimate resolution. They took their role as class representatives seriously, devoting significant amounts of time and effort to protecting the interests of the class. Without their willingness to assume the risks and responsibilities of serving as class representatives, I do not believe such a strong result could have been achieved.

23. Plaintiffs equipped Settlement Class Counsel with critical details regarding their experiences with Defendants. They assisted Settlement Class Counsel in investigating their claims, aiding in drafting the Complaints, and preparing to participate in discovery. Plaintiffs were also prepared to testify at deposition and trial, if necessary. And they were actively consulted during the settlement process. In short, Plaintiffs assisted Settlement Class Counsel in pursuing this action on behalf of the class, and their involvement in this case has been nothing short of essential.

Dated: October 17, 2022



Jonathan M. Jagher



## CERTIFICATION

I hereby certify that a copy of the above was mailed or electronically delivered on this 17<sup>th</sup> day of October, 2022 to all counsel and pro se parties of record and that written consent for electronic delivery was received from all counsel and pro se parties of record who were electronically served including:

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/s/ Jonathan M. Shapiro 419859  
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# Exhibit A





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Freed Kanner London & Millen LLC (“FKLM”) is one of the nation’s premier plaintiffs’ class action practices. The firm’s attorneys are among the pioneers and leaders in the class action field, having played leadership roles in major antitrust, consumer fraud, securities, unlawful business practices and insurance fraud cases for decades.

FKLM was founded on January 1, 2007. The founding partners of FKLM, formerly principals and partners of Much Shelist Freed Denenberg Ament & Rubenstein, P.C., have successfully prosecuted class actions for over 40 years, including as lead or co-lead counsel in dozens of cases, resulting in recoveries for class members of more than \$2 billion.

#### **APPOINTMENTS AS LEAD OR CO-LEAD COUNSEL**

- ***Northbrook Park District v. Mr. David’s Flooring Int’l, LLC et al., No. 20-cv-07538 (N.D. Ill.)***

FKLM partner Steven Kanner serves as co-lead counsel in this antitrust action arising from an 8-year conspiracy to rig bids to municipal and commercial flooring purchasers in Illinois.

- ***In re Peanut Farmers Antitrust Litigation, 2:19-cv-00463 (E.D. Va.)***

FKLM partner Kimberly Justice serves as co-lead counsel in this antitrust class action arising from peanut shellers’ wrongful and anticompetitive actions that had the intended purpose and effect of artificially fixing, depressing, maintaining, and stabilizing the price of runner peanuts paid to peanut farmers in the United States over the past 6 years. This matter recently settled for \$102.75 million for the class.

- ***In re Chicago Board Options Exchange Volatility Index Manipulation Antitrust Litigation, MDL 2842 (N.D. Ill.)***

FKLM partner Kimberly Justice serves as interim co-lead counsel in this multidistrict litigation arising from over a decade of alleged manipulation of financial instruments linked to the Chicago Board Options Exchange’s (“CBOE”) Volatility Index, the “VIX,” and the opaque settlement process the CBOE designed for certain of those instruments.

- ***In re Payment Card Interchange Fee and Merchant Discount Litigation, MDL 1720 (E.D.N.Y.)***

FKLM is serving as interim co-lead counsel for a proposed class of more than twelve million merchants seeking equitable and injunctive relief. Plaintiffs allege, inter alia, that certain of Visa and MasterCard rules, including anti-steering restraints and default interchange fees, working in tandem have caused artificially inflated interchange fees paid by merchants on credit and debit card transactions from January 1, 2004 through the present.

➤ ***In re Opana ER Antitrust Litigation, MDL 2580 (N.D. Ill.)***

FKLM is serving as co-lead counsel on behalf of indirect purchasers (end-payors) of brand or generic Opana ER, an opioid painkiller, in this antitrust “pay-for-delay” case brought under the laws of 30 states.

➤ ***The Honest Company Inc., Sodium Lauryl Sulfate (SLS) Marketing & Sales Practices Litigation, 2:16-ml-02719 (C.D. Cal.)***

FKLM served as co-lead counsel in this class action brought on behalf of consumers allegedly deceived in their purchase of products labeled as “Free of SLS.” The settlement in the case ultimately provided class claimants with, in most instances, close to full reimbursement of the money they spent on the products at issue and the defendant agreed to cease marketing the products as SLS free.

➤ ***In re Automotive Parts Antitrust Litigation, MDL 2311 (E.D. Mich.)***

FKLM is serving as interim co-lead counsel on behalf of direct purchasers of automotive parts in multiple concurrently active nationwide, antitrust price-fixing cases relating to the following products: wire harnesses; instrument panel clusters; heater control panels; occupant safety parts; fuel senders; bearings; air conditioning systems; windshield wiper systems; starters; windshield washer systems; spark plugs; oxygen and air fuel ratio sensors; fuel injection systems; brake hoses; alternators; ignition coils; power window motors; shock absorbers; and electric power steering assemblies. Settlements with dozens of defendants reached to date total over \$550 million.

➤ ***Kleen Products, Inc. et al. v. International Paper, et al., 10-CV-5711 (N.D. Ill.) (“Containerboard Antitrust Litigation”)***

As co-lead counsel for a class of direct purchasers of containerboard and related products in this antitrust price-fixing case, FKLM recovered \$376 million dollars through settlement after more than 7 years of heavily contested litigation, including two appeals to the Seventh Circuit Court of Appeals.

➤ ***In re Pharmacy Benefit Managers Antitrust Litigation, MDL No. 1782 (E.D. Pa.)***

FKLM is serving as co-lead counsel in these consolidated class actions brought on behalf of retail pharmacies against prescription benefit managers for fixing at artificially low levels the prices paid to pharmacies for pharmaceuticals sold, and reimbursement for services rendered, to the members of plans created by the prescription benefit managers. The complaints allege that the prescription benefit managers illegally aggregate the purchases of their members in order to effectuate the underpayment.

➤ ***In re Hydrogen Peroxide Antitrust Litigation, MDL 1682 (E.D. Pa.)***

FKLM attorneys served as co-lead counsel in this antitrust price-fixing action against hydrogen peroxide producers. The case resulted in settlements of over \$97 million for the class. In approving the Plaintiffs' motion for an award of attorneys' fees and expenses, Judge Stewart Dalzell lauded co-lead counsel:

[t]he "skill and efficiency of the attorneys involved" is of a very high order indeed, and as we noted at the fairness hearing yesterday, we have been impressed that these attorneys have prosecuted this matter vigorously against seasoned opponents without needlessly distracting the Court with discovery disputes.

➤ ***In re Brand Name Prescription Drugs Antitrust Litigation, MDL 997 (N.D. Ill.)***

FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action. Settlements totaling approximately \$715 million were recovered on behalf of the plaintiff class.

➤ ***In re Clozapine Antitrust Litigation, MDL No. 874 (N.D. Ill.)***

FKLM attorneys served as co-lead counsel in this antitrust class action against Caremark and Sandoz Pharmaceuticals alleging that the defendants entered into an illegal agreement to distribute a drug known as Clozaril by tying it to the purchase of a blood testing system, by fixing the price of the packaged sale, and by conspiring to monopolize the relevant market. More than \$20 million was recovered for the class.

➤ ***In re High Fructose Corn Syrup Antitrust Litigation, MDL 1087 (C.D. Ill.)***

FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action against major manufacturers of high fructose corn syrup. The case was settled for \$531 million for the class. At the close of the hearing where counsel fees were approved, Judge Michael M. Mihm stated:

I've said many times during this litigation that you and the attorneys

who represent the defendants here are as good as it gets. Very professional. At least in my presence or in my contacts with you, you've always been civil. You've always been cutting to the chase and not wasting my time or each other's time or adding to the cost of the litigation.

➤ ***In re Linerboard Antitrust Litigation, MDL 1261 (E.D. Pa.)***

FKLM attorneys served as co-lead counsel in this antitrust price-fixing case, which resulted in settlements of over \$200 million for the class.

➤ ***Schagrin Gas Co. v. BP Products North America, et al., No. 1:06-cv-3621 (N.D. Ill.)***

FKLM served as co-lead counsel on behalf of direct purchaser plaintiffs in this nationwide class action involving monopolization claims under Section 2 of the Sherman Act. The case resulted in a settlement of over \$50 million for the class.

➤ ***In re Aftermarket Filters Antitrust Litigation, MDL 1957 (N.D. Ill.)***

FKLM served as interim co-lead counsel on behalf of direct purchasers of replacement automobile air and oil filters in this nationwide, antitrust price-fixing case. The case resulted in settlements of nearly \$18 million for the class.

➤ ***In re Flat Glass Antitrust Litigation (No. II), MDL 1942 (W.D. Pa.)***

FKLM served as co-lead counsel on behalf of direct purchaser plaintiffs of construction flat glass in this nationwide, antitrust price-fixing case. The case resulted in settlements for the class exceeding \$22 million.

➤ ***In re Urethane Chemicals Antitrust Litigation, MDL 1616 (D. Kan.)***

FKLM attorneys served as co-lead counsel in this antitrust price-fixing action. The case resulted in settlements of \$33 million for the class.

➤ ***In re Methyl Methacrylate (MMA) Antitrust Litigation, MDL 1768 (E.D. Pa.)***

FKLM served as co-lead counsel in this antitrust price-fixing action against producers of methyl methacrylate and polymethyl methacrylate. The case resulted in a settlement of over \$15 million for the class.

➤ ***In re Infant Formula Antitrust Litigation, MDL 878 (N.D. Fla.)***

FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action against the major manufacturers of infant formula. The case settled for over \$125 million for the class.

➤ ***In re Chubb Drought Insurance Litigation, MDL 782 (S.D. Ohio)***

FKLM attorneys served as co-lead counsel in this class action filed on behalf of farmers who purchased drought insurance that Chubb refused to honor. The settlement exceeded \$110 million and was achieved in less than 9 months. This sum, together with \$8 million recovered at trial against Chubb's general agent, resulted in complete recovery for the affected farmers.

➤ ***In re Ocean Shipping Antitrust Litigation, MDL 395 (S.D.N.Y.)***

FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action, which resulted in a \$79 million recovery for thousands of U.S. and European shippers. Distributions were made to claimants in the United States and throughout a number of European countries.

➤ ***In re Isostatic Graphite Antitrust Litigation, Master File 00-CV-1857 (E.D. Pa.)***

FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action. The case resulted in combined settlements of over \$11 million for the class.

➤ ***In re Carbon Dioxide Antitrust Litigation, MDL 940 (M.D. Fla.)***

FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action in which the plaintiff class recovered \$53 million and achieved significant therapeutic relief for the class.

➤ ***In re Morrison Knudson Securities Litigation, CA No. 94-CV-3345 (D. Idaho)***

FKLM attorneys served as co-lead counsel in this securities class action where the plaintiff class received \$43 million and approximately 3 million shares of Morrison Knudson common stock in settlement of their claims.

➤ ***In re M-L Lee Acquisition Fund Securities Litigation (D. Del.)***

FKLM attorneys served as co-lead counsel in this securities class action case against a syndicate of partnerships and its general partners, involving Merrill Lynch and its affiliates, and a leveraged buy-out specialty firm overseen by Thomas H. Lee. The case resulted in a \$33 million settlement on behalf of the limited partners.

➤ ***In re Public Service Company of New Mexico (S.D. Cal.)***

FKLM attorneys served as lead counsel in this derivative action and obtained \$33 million dollars in a joint settlement with class plaintiffs in a related securities fraud class action. Judge Harry R. McCue, District Court Judge for the Southern District of California stated:

The petitioners in this case are members of respected law firms which specialize in class action litigation. These attorneys brought considerable legal talents together, and were able to achieve the successful completion of this litigation. They are entitled to fair and reasonable compensation.

➤ ***Piggly Wiggly Antitrust Litigation (E.D. Tex.)***

FKLM attorneys served as co-lead counsel in this statewide (Texas) antitrust price-fixing action, which resulted in total settlements of approximately \$32 million for class members.

➤ ***Koch Gathering Systems, Inc. Oil Spill Litigation (Dist. Ct. of Nueces County, Tex.)***

FKLM attorneys served as co-lead counsel in this case concerning a marine oil spill in which a class consisting of commercial fisherman and shrimpers recovered over \$10 million.

**OTHER LEADERSHIP ROLES**

In addition to serving as lead or co-lead counsel, FKLM attorneys regularly play key roles as members of executive or steering committees, negotiating ESI issues, taking and defending depositions, working with expert witnesses, and managing all aspects of pre-trial discovery.

➤ ***In re Toyota Hybrid Brake Litig., No. 4:20-cv-00127-ALM (E.D. Tex.)***

FKLM partner Kimberly Justice serves on the Plaintiffs' Executive Committee in this class action arising from allegations that Toyota manufactured, sold, and leased certain Toyota vehicles with defective braking systems.

➤ ***In Re: TikTok, Inc., Consumer Privacy Litigation, MDL No. 2948 (N.D. Ill.)***

FKLM partner Jonathan Jagher serves on the Plaintiffs' Steering committee in this class action related to allegations of data privacy violations involving the popular app and the creation of short videos on mobile devices.

➤ ***In Re: Morgan Stanley Data Security Litigation, 1:20-CV-05914 (S.D.N.Y.)***

FKLM partner Jonathan Jagher serves on the Plaintiffs' Executive Committee in this data privacy class action related to allegations that Morgan Stanley failed to safeguard its customers' highly sensitive personally identifiable information.

➤ ***In re DPP Beef Antitrust Litigation, 0:20-CV-01319 (D. Minn.)***

FKLM serves on the Plaintiffs' Steering Committee in this antitrust class action alleging that the country's biggest beef companies have illegally conspired to both raise the price of beef and lower the amount paid to cattle ranchers.

➤ ***Cameron et al. v. Apple, Inc., 4:19-cv-03074 (N.D. Cal.)***

FKLM serves as class counsel and as an Executive Committee Member in this antitrust class action arising from Apple's abusive monopoly in the distribution of iOS apps and related products, seeking to get rid of its pricing mandates, and to reimburse developers for overcharges made through abuse of its monopoly power.

➤ ***In re Farm-Raised Salmon and Salmon Products Litigation, 19-CV-21551 (S.D. Fla.)***

FKLM serves as a member of the Direct Purchaser Plaintiffs' Executive Committee in this case alleging various North Atlantic farms engaged in restrictive business practices including illegal price-fixing and violated rules prohibiting cartels.

➤ ***In re Local TV Advertising Antitrust Litigation, MDL No. 2867 (N.D. Ill.)***

FKLM serves court appointed roles both on the Plaintiffs' Steering Committee, and as Liaison Counsel in this multidistrict, antitrust class action accusing the primary industry players of fixing television advertising prices.

➤ ***In re German Automotive Manufacturers Antitrust Litigation, 17-md-02796 (N.D. Cal.)***

FKLM partner Kimberly Justice served on the Plaintiffs' Steering Committee in this multi-district class action accusing Audi, BMW, Volkswagen and other German automakers of a decades-long antitrust conspiracy covering car technology, costs, suppliers and emissions equipment.



- ***Washington County Health Care Auth., Inc., et al. v. Baxter Int'l Inc., et al.*, 16-CV-10324 (N.D. Ill.)**

FKLM is serving as interim liaison counsel this class action alleging that the major U.S. manufacturers of a critical medical product, intravenous saline solution (“IV Saline Solution”), conspired to restrict output and artificially fix, raise, maintain and/or stabilize the prices of IV Saline Solution sold throughout the United States, under the pretext of a supply shortage.

- ***Mulhern, et al. v. Pepperidge Farm*, 16-CV-32199 (N.D. Ill.)**

FKLM is serving as interim liaison counsel and managing discovery efforts in this class action alleging that drivers/distributors are improperly classified by Pepperidge Farm as “independent contractors” in order to wrongfully deny them certain compensation and other benefits.

- ***In re Lithium Ion Batteries Antitrust Litigation*, MDL No. 2420 (N.D. Cal.)**

FKLM served as a member of the Direct Purchaser Plaintiff Direct Purchaser Plaintiffs’ Steering Committee in this case on behalf of direct purchasers of Lithium-Ion Battery products in this nationwide price fixing case. More than \$138 million was recovered for the class.

- ***In re Rail Freight Fuel Surcharge Antitrust Litigation*, MDL 1869 (DC)**

FKLM is serving as co-chair of the Executive Committee in this case on behalf of direct purchasers of rail freight services that paid fuel surcharges in this nationwide, antitrust price-fixing case.

- ***Standard Iron Works v. ArcelorMittal et al.*, 08-CV-5214 (N.D. Ill.)**

FKLM was appointed as liaison counsel on behalf of direct purchasers of steel in this nationwide supply manipulation and price-fixing case.

- ***In re Blood Reagents Antitrust Litigation*, MDL 2081 (E.D. Pa.)**

FKLM is serving as a member of the Executive Committee in this nationwide antitrust class action brought on behalf of direct purchasers of blood reagents.

➤ ***In re NCAA Student-Athlete Name & Likeness Licensing Litigation, 4:09-CV-1967 (N.D. Cal.)***

FKLM attorneys managed a variety of critical discovery matters in this antitrust case brought on behalf of former collegiate athletes.

➤ ***In re Fresh and Process Potatoes Antitrust Litigation, MDL 2186 (D. Idaho)***

In addition to handling all aspects of discovery concerning two defendants, FKLM attorneys worked closely with lead counsel in drafting the consolidated complaint and successfully opposing a motion to dismiss in this nationwide antitrust class action brought on behalf of direct purchasers of fresh and process potatoes.

➤ ***In re Processed Egg Products Antitrust Litigation, MDL 2002 (E.D. Pa.)***

FKLM attorneys worked closely with lead counsel in drafting the original complaint and successfully opposing a motion to dismiss in this nationwide antitrust class action brought on behalf of direct purchasers of eggs and egg products.

➤ ***In re Cathode Ray Tube (CRT) Antitrust Litigation, MDL 1917 (N.D. Cal.)***

FKLM served as Chair of Discovery and worked closely with lead counsel to manage a variety of top level matters, including negotiating ESI issues and taking key depositions in this nationwide price-fixing class action with over \$100 million in partial settlements.

➤ ***In re Optical Disk Drive (ODD) Antitrust Litigation, MDL 2143 (N.D. Cal.)***

FKLM was one of several firms that assisted lead counsel with discovery and briefing in this nationwide price-fixing class action brought on behalf of direct purchasers of optical disk drives.

➤ ***In re Municipal Derivatives Antitrust Litigation, MDL 1940 (S.D.N.Y.)***

FKLM oversaw discovery of a key defendant and worked closely with lead counsel on a variety of other pre-trial matters in this nationwide class action brought on behalf of purchasers of municipal derivatives.

➤ ***In re American Express Anti-Steering Rules Antitrust Litigation (No. II), MDL 2221 (E.D.N.Y.)***

FKLM managed discovery of independent merchant (opt-out) plaintiffs in this nationwide antitrust case.

➤ ***In re Air Cargo Shipping Services Antitrust Litigation, MDL 1775 (E.D.N.Y.)***

FKLM attorneys served as co-chairs of discovery in this antitrust class action involving claims under Section 1 of the Sherman Act. Settlements in the case totaled nearly \$600 million.

➤ ***In re Intel Corp. Microprocessor Antitrust Litigation, MDL 1717 (D. Del.)***

FKLM attorneys managed discovery from dozens of named plaintiffs in this nationwide antitrust action. Among other things, the firm played a key role in overseeing document production and coordinating, managing and defending over 50 depositions.

➤ ***In re Vitamins Antitrust Litigation, MDL 1285 (D.D.C.)***

FKLM attorneys served as co-chairs of discovery in this antitrust price-fixing action, which resulted in over \$1.3 billion in settlements.

➤ ***In re Dynamic Random Access Memory (DRAM) Antitrust Litigation, MDL 1486 (N.D. Cal.)***

FKLM attorneys served as co-chairs of discovery in this nationwide, antitrust price-fixing action, which resulted in settlements of over \$300 million for class members.

➤ ***In re Rubber Chemicals Antitrust Litigation, MDL 1648 (N.D. Cal.)***

FKLM attorneys served on the executive committee in this nationwide, antitrust price-fixing action, which resulted in settlements of over \$300 million for class members.

➤ ***In re Ethylene Propylene Diene Monomer (EPDM) Antitrust Litigation, MDL 1542 (D. Conn.)***

FKLM attorneys served as co-chairs of discovery in this nationwide antitrust price-fixing action, which has resulted in settlements of over \$87 million for class members.

➤ ***In re Static Random Access Memory (SRAM) Antitrust Litigation, MDL 1819 (N.D. Cal.)***

FKLM was a member of the executive committee representing direct purchaser plaintiffs in this antitrust price-fixing case which resulted in settlements exceeding \$76 million.

➤ ***In re Waste Management, Inc. Securities Litigation, Master File 97-CV-7709 (N.D. Ill.)***

➤ FKLM attorneys were actively involved in litigating the case and served as liaison counsel. A settlement for the plaintiff class of \$220 million was obtained.

➤ ***Blinder Robinson Securities Litigation (E.D. Pa.)***

FKLM attorneys served as members of the Steering Committee in this securities fraud action in which an injunction was obtained preventing a transfer of assets; judgment of \$71 million was later entered.

➤ ***In re Drill Bits Antitrust Litigation, CA No. H-91-627 (S.D. Tex.)***

FKLM attorneys served as members of the Steering Committee in this antitrust price-fixing class action and were instrumental in achieving a settlement for the class in excess of \$52 million.

➤ ***In re Industrial Gas Antitrust Litigation, CA No. 80 C. 3479 (N.D. Ill.)***

FKLM attorneys served as members of the executive committee in this antitrust price-fixing class action, which ultimately recovered more than \$50 million dollars for the class. The settlement included assignable purchase certificates, which the court found increased the competitive value of the settlement.

➤ ***In re Records and Tapes Antitrust Litigation (N.D. Ill.)***

FKLM attorneys served as members of the executive committee in this antitrust price-fixing class action. The class recovered \$26 million dollars in settlement in cash and assignable purchase certificates.

➤ ***Kaufman v. Motorola, Inc. (N.D. Ill.)***

FKLM attorneys were actively involved in litigating the case and served as liaison counsel. A settlement of \$25 million was obtained for the plaintiff class.

➤ ***In re Unisys Securities Litigation, CA No. 99-5333 (E.D. Pa.)***

FKLM attorneys served on the executive committee in this derivative action in which Plaintiffs recovered \$20 million for corporation.

\* \* \*

Other large class action cases in which FKLM attorneys were involved in a leadership

position include *In re Folding Cartons Antitrust Litigation*, *In re Plywood Antitrust Litigation*, *In re Standard Screws Antitrust Litigation*, *In re Cotton Yarn Antitrust Litigation*, *In re Glass Containers Antitrust Litigation*, *In re Aluminum Siding Antitrust Litigation*, *Rusty Jones Warranty Litigation*, *NPA Securities Litigation*, *In re Chlor-alkali and Caustic Soda Antitrust Litigation*, and *In re Potash Antitrust Litigation*.

FKLM frequently serves as local counsel for a variety of cases, working closely with law firms located outside of Illinois. Some examples include *North Miami General Employees Retirement Fund et al. v. Parkinson et al.*, Case No. 1:10-cv-06514 (N.D. Ill.) (pending), *Marvin H. Maurras Revocable Trust v. Bronfman Jr. et al.*, Case No. 1:12-cv-03395 (N.D. Ill.) (pending), and *St. Lucie County Fire District Firefighters' Pension Trust Fund v. Motorola, Inc. et al.*, Case No. 1:10-cv-00427 (N.D. Ill.) actions where FKLM was appointed as liaison counsel.

### ***ATTORNEY PROFILES***

#### **Michael J. Freed**

After leaving the Department of Justice Antitrust Division, Mr. Freed has engaged in private antitrust class action litigation for 50 years. He has served as co-lead counsel in many prominent antitrust and securities fraud class action cases. Presently, Mr. Freed is serving as co-lead counsel in the *Kleen Products v. International Paper/Containerboard Antitrust* case and *In re Opana ER Antitrust Litigation*. Prior antitrust class actions in which Mr. Freed served as co-lead counsel include *In re Aftermarket Filters Antitrust Litigation*, *In re Brand Name Prescription Drugs Antitrust Litigation*, *In re High Fructose Corn Syrup Antitrust Litigation*, *In re Linerboard Antitrust Litigation*, *In re Carbon Dioxide Antitrust Litigation*, *In re Infant Formula Antitrust Litigation*, and *In re Ocean Shipping Antitrust Litigation*. More than \$2 billion has been recovered for the plaintiff classes in cases in which Mr. Freed has served as co-lead counsel.

Mr. Freed has been named an Illinois Super Lawyer by Chicago Magazine, an Illinois Leading Lawyer by the Leading Lawyer's Network, and one of the top plaintiffs' antitrust lawyers in Illinois by Chambers and Partners. In March 2007, Mr. Freed was honored by the Chicago Appleseed Fund for Justice for his exceptional pro bono efforts.

Mr. Freed was formerly a trial and appellate attorney with the United States Department of Justice, Antitrust Division (Honors Program). He is a graduate of the University of Pennsylvania (B.S., 1959) and University of Chicago Law School (J.D., 1962).

### **Steven A. Kanner**

Mr. Kanner has over 30 years' experience in complex antitrust litigation and previously led the class action practice at Much Shelist Freed. His experience includes investigation, discovery, trial and appeal of antitrust, securities and other complex cases. Mr. Kanner has been designated an Illinois Super Lawyer by *Chicago Magazine* for the past 5 years and is a frequent lecturer both domestically and internationally on antitrust and trade regulation.

With respect to class action matters, Mr. Kanner has been involved in a leadership capacity in many of the cases described above. Mr. Kanner is currently serving as co-lead counsel or interim co-lead counsel include *In re Automotive Parts Antitrust Litigation*, MDL 2311 (E.D. Mich.), (an international price fixing conspiracy of historic proportions which currently includes individual cases for Wire Harnesses, Instrument Panel Clusters, Fuel Senders, Heater Control Panels, Occupant Safety Systems, Ball Bearings, Air Conditioning Systems, Windshield Wiper Systems, Starters, Alternators, Windshield Washer Systems).

Historically, Mr. Kanner has been appointed by federal and state courts as co-lead counsel in a broad array of important cases, which have resulted in recoveries of hundreds of millions of dollars. Some of these cases include: *In re Aftermarket Filters Antitrust Litig.*, MDL 1957 (N.D. Ill.) (settlements of over \$17 million); *In re Carbon Dioxide Antitrust Litig.*, MDL 940 (M.D. Fla.) (settlements of over \$53 million); *In re Flat Glass Antitrust Litig.* (No. II), MDL 1942 (W.D. Pa.) (settlements of over \$22 million); *In re Hydrogen Peroxide Antitrust Litig.*, MDL 1682 (E.D. Pa.) (settlements of over \$97 million); *In re Isostatic Graphite Antitrust Litig.*, No. 00-cv-1857 (E.D. Pa.) (settlements of over \$11 million); *In re Koch Gathering Systems, Inc. Oil Spill Litig.*, (Dist. Ct. of Nueces County, Tex.) (settlements of over \$10 million); and *In re Texas Bread Antitrust Litig.*, No. 95-cv-0048 (E.D. Tex.) (settlements of over \$32 million).

A 1979 graduate of DePaul University Law School, Mr. Kanner is admitted to the Bars of Illinois, the Northern District of Illinois (member of the trial bar), the United States Court of Appeals (Second, Third, Fourth, Fifth, Seventh and Tenth Circuits) and the United States Supreme Court. He is also a member of the Chicago Bar Association (Committees on Litigation and Antitrust Law), the Illinois State Association (Sections on Antitrust Law and Litigation), the American Bar Association (Sections on Antitrust Law and Litigation), the Illinois Trial Lawyers Association, and the Decalogue Society where he previously served on the Editorial Board of the Society's Law Journal. Prior to entering private practice, Mr. Kanner was employed by the Federal Trade Commission as a consumer affairs specialist.

### **Douglas A. Millen**

Mr. Millen devotes his practice to prosecuting direct purchaser, price-fixing class actions and has played a key role in many of the most successful price-fixing cases in the United States. For example, Mr. Millen was recently appointed to serve on the Plaintiffs' Steering Committee for the *In re DPP Beef Antitrust Litigation* (D. Minn.) Mr. Millen was appointed to serve on the Direct Purchaser Plaintiffs' Steering Committee in *In re Lithium Ion Batteries Antitrust Litigation*, MDL No. 2420 (N.D. Cal) which ultimately obtained almost \$140 million for the class. Mr. Millen has also played a prominent role in many of the largest antitrust cases in recent history – including: *In re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL 1971 (N.D. Cal.), where he served as Chair of Discovery and aided in the recovery of more than \$210 million of the class; *In re Dynamic Random Access Memory (DRAM) Antitrust Litigation*, MDL 1486 (N.D. Cal.); *In re Vitamins Antitrust Litigation*, MDL 1285 (D.D.C.); and *In re Rubber Chemicals Antitrust Litigation*, MDL 1648 (N.D. Cal.) – and his efforts have assisted in the recovery of billions of dollars for class members. Accordingly, he has been recognized as one of the nation's top competition lawyers by various publications, including *Global Competition Review*, and as a top Plaintiffs' lawyer by *Lawdragon 500 Leading Lawyers in America*. Mr. Millen currently represents several Fortune 500 companies in the *Rail Freight Fuel Surcharge Antitrust Litigation* and provides antitrust compliance consultation services for large, multi-national companies.

Mr. Millen is a graduate of the University of Michigan (B.G.S., 1991) and University of Illinois College of Law (J.D. *magna cum laude*, 1994). In 1994, he was admitted to the New York and Connecticut State Bars; and in 1995 he was admitted to the Illinois State Bar. He is also admitted to practice in the Northern and Southern Districts of Illinois. Mr. Millen is a member of the American Bar Association, Antitrust Section and the Chicago Bar Association. Prior to founding FKLM, Mr. Millen was a partner at Much Shelist Freed, where he practiced with the class action group from November 1995 through December 31, 2006.

### **William H. London**

Mr. London has been litigating class action cases for over 25 years. He served as trial counsel for the plaintiff class in *In re High Pressure Laminates Antitrust Litigation*, a case that was tried before a jury in the Southern District of New York. He was actively involved in several cases in which FKLM was serving in a leadership capacity, including *In re Flat Glass Antitrust Litigation (No. II)*, MDL No. 1942 (W.D. Pa.); *In re Static Random Access Memory (SRAM) Antitrust Litigation*, MDL No. 1819 (N.D. Cal); and *In re Hydrogen Peroxide Antitrust Litigation*, MDL 1682 (E.D. Pa.). Mr. London presently has significant involvement in *In re Automotive Parts Antitrust Litigation*, MDL 2311 (E.D. Mich.) and *In re Optical Disk Drive Products Antitrust Litigation*, No. 3:10-md-2143 (N.D. Cal.).

Mr. London graduated *Magna Cum Laude* from Syracuse University in 1984 and received his law degree in 1987 from IIT Chicago-Kent College of Law. In 1987, he was admitted to the Illinois Bar and the Federal Bar; and in 1988, he was admitted to practice before

the United States Court of Appeals for the Seventh Circuit. Mr. London is a member of the American Bar Association and is a past-Chairman of the Chicago Bar Association Class Litigation Committee. He was formerly an Assistant Attorney General for the State of Illinois, during which time he argued cases in the United States Court of Appeals for the Seventh Circuit and the Illinois Supreme Court. Since 1990, Mr. London has concentrated on complex and commercial litigation, with an emphasis on class action litigation involving antitrust claims. Mr. London practiced with Much Shelist Freed from March 1993 through December 31, 2006.

### **Michael E. Moskowitz**

Michael E. Moskowitz is a partner at Freed Kanner London & Millen LLC and has been involved in trial and appellate litigation for more than 15 years. Since 2000, he has concentrated on complex commercial litigation, with a primary emphasis on class action litigation involving antitrust, securities fraud, and consumer fraud claims. Mr. Moskowitz previously played a key role in the class action practice of Much Shelist Freed. He is significantly involved in several pending antitrust class actions, *In re Automotive Parts Antitrust Litigation*, MDL 2311 (E.D. Mich.), and *In re Vehicle Carrier Services Antitrust Litigation*, MDL No. 2471. Mr. Moskowitz is also a member of The Sedona Conference's Working Group 1 (Electronic Document Retention and Production) and has spoken at The Sedona Conference's Midyear meeting and has co-written papers published by The Sedona Conference.

Mr. Moskowitz is a graduate of Indiana University (B.A., 1993) and New York University School of Law (J.D., 1996).

### **Robert J. Wozniak**

Robert J. Wozniak is a partner at Freed Kanner London & Millen LLC. Since 2001, Mr. Wozniak has been involved in complex commercial litigation, with a primary emphasis on antitrust, employment, and consumer class action cases. Prior to engaging in private law practice, Mr. Wozniak worked as a trial attorney for the United States Department of Justice, Antitrust Division (Honors Program). Mr. Wozniak was then employed by Cohen Milstein Hausfeld & Toll, a Washington, D.C. class action firm, before joining Much Shelist Freed in 2004.

The complex antitrust class actions in which Mr. Wozniak has had significant involvement include: *In re Opana ER Antitrust Litigation* (N.D. Ill.); *In re Local TV Advertising Antitrust Litigation* (N.D. Ill.); *Mulhern, et al. v. Pepperidge Farm* (N.D. Ill.) (consolidated and transferred to C.D. Cal for settlement approval); *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (E.D.N.Y.); *Kleen Products, et al. v. International Paper, et al.* (N.D. Ill.) ("*Containerboard Antitrust Litigation*"); *In re NCAA Student-Athlete Names & Likeness Licensing Litigation* (N.D. Cal.); *In re Fresh and Process Potatoes Antitrust Litigation* (D. Idaho); *In re Municipal Derivatives Antitrust Litigation* (S.D.N.Y.); *In re Flat Glass Antitrust Litigation (II)* (W.D. Pa.); *In re TFT-LCD (Flat Panel) Antitrust Litigation* (N.D. Cal.); *In re Static Random Access Memory (SRAM) Antitrust Litigation* (N.D. Cal.); *In re*



*Hydrogen Peroxide Antitrust Litigation* (E.D. Pa.); *In re Intel Corp. Microprocessor Antitrust Litigation* (D. Del.); *In re Dynamic Random Access Memory (DRAM) Litigation* (N.D. Cal.); *In re Buspirone Antitrust Litigation* (S.D.N.Y.); and *In re Terazosin Hydrochloride Antitrust Litigation* (S.D. Fla.).

Mr. Wozniak is a graduate of the University of Michigan (B.A., 1988), University of Minnesota (M.A., 1994), and Wayne State University Law School (J.D., 2000, *cum laude*, Order of the Coif). He has been admitted to practice law in Illinois, Michigan and the District of Columbia.

### **Kimberly A. Justice**

Kimberly A. Justice, a partner of the Firm, is a respected litigator and experienced trial lawyer who has dedicated her career to obtaining justice for those harmed by corporate fraud. She focuses her practice on class action litigation, including antitrust, consumer and securities fraud matters. Ms. Justice has extensive experience in all aspects of complex litigation from investigating and developing an initial case theory, to formulating and managing litigation strategy, to conducting discovery, to trial.

She has secured sizeable recoveries on behalf of investors in several high-profile securities fraud cases. Kimberly also led the trial team that obtained a jury verdict in favor of investors in the *In re Longtop Fin. Tech. Ltd. Sec. Litig.*, No. 11-cv-3658 (S.D.N.Y) securities class action litigation, among just a handful of securities cases to be tried to jury verdict.

Ms. Justice also has served as lead or co-lead counsel in several nationwide antitrust and securities fraud class actions. Most recently, Ms. Justice was appointed as Co-Lead Counsel in *In re Peanut Farmers Antitrust Litigation*, 2:19-cv-00463 (E.D. Va.), which settled for \$102.75 million for the class, and *In re: Chicago Board of Options Exchange Volatility Index Manipulation Antitrust Litigation* (N.D. Ill.). Ms. Justice also serves on the Plaintiff Steering/Executive Committees in, *In re Local TV Advertising Antitrust Litigation*, No. 18-cv-06785 (N.D. Ill.); *In re Farm-Raised Salmon and Salmon Products Litigation*, No. 19-cv-21551; and *In re Toyota Hybrid Brake Litig.*, No. 4:20-cv-00127-ALM (E.D. Tex.). Ms. Justice also served on the Plaintiff Steering Committee in *In re: Liquid Aluminum Sulfate Antitrust Litigation*, No. 16-md-02687 (D.N.J.) (over \$90 million in settlements for direct purchaser plaintiff class) and *In re German Automotive Manufacturers Antitrust Litigation*, No. 17-md-02796 (N.D. Cal.).

Prior to entering private practice, Ms. Justice served as a federal antitrust prosecutor for nearly a decade where she led teams of trial attorneys and law enforcement agents who investigated and prosecuted domestic and international cartel activity, including in the following industries: graphite electrodes, carbon products, ocean shipping and benchmark interest rates (LIBOR).

Ms. Justice graduated *magna cum laude* from Temple University Beasley School of Law,

where she served as an Articles Editor of the Temple Law Review. Kimberly earned her B.A. *cum laude* from Kalamazoo College. Upon graduating from law school, Ms. Justice served as a judicial clerk to the Honorable William H. Yohn, Jr. of the United States District Court for the Eastern District of Pennsylvania.

Ms. Justice frequently lectures and serves on discussion panels concerning antitrust and securities litigation matters and currently serves as a member of the Advisory Board of the American Antitrust Institute and as an Advisory Council Member for The Duke Conferences: Bench-Bar-Academy Distinguished Lawyers' Series.

### **Jonathan M. Jagher**

Prior to entering private practice, Mr. Jagher served as a supervising Assistant District Attorney for the Middlesex District Attorney in Cambridge, Massachusetts. As a prosecutor, he conducted numerous investigations and tried approximately forty cases before a jury.

Mr. Jagher is a partner at Freed Kanner where he has a national practice representing plaintiffs in antitrust and consumer class actions. Recent cases include: *In re Automotive Parts Antitrust Litigation*, MDL No. 2311 (E.D. Mich.); *In re Korean Ramen Antitrust Litigation*, 13-cv-04115 (N.D. Cal.); *In re Lithium Ion Batteries Antitrust Litigation*, 13-MD-2420 (N.D. Cal.); *In re OSB Antitrust Litigation*, Master File No. 06-CV-00826 (E.D. Pa.); *In re Online DVD Rental Antitrust Litigation*, MDL No. 2029 (N.D. Cal.); *In re Processed Eggs Antitrust Litigation*, MDL No. 2002 (E.D. Pa.); *In re Air Cargo Shipping Services Antitrust Litigation*, MDL No. 1775 (E.D.N.Y.); and *In re Broiler Chicken Antitrust Litigation*, 1:16-cv-08637 (N.D. Ill.).

Mr. Jagher was recently appointed to serve on the Plaintiffs' Steering Committee in *In Re: TikTok, Inc., Consumer Privacy Litigation*, MDL No. 2948 (N.D. Ill.), a class action related to allegations of data privacy violations involving the popular app and the creation of short form videos on mobile devices. Mr. Jagher was also recently appointed to serve on the Plaintiffs' Executive Committee in *In Re: Morgan Stanley Data Security Litigation*, 1:20-CV-05914 (S.D. N.Y.), a data privacy class action related to allegations that Morgan Stanley failed to safeguard its customers' highly sensitive personally identifiable information.

Mr. Jagher received a B.A. degree *magna cum laude* from Boston University in 1998 and a J.D. degree from Washington University School of Law in 2001. He is currently admitted to practice law in Pennsylvania, Massachusetts, the United States District Court for the District of Massachusetts, the United States District Court for the Eastern District of Pennsylvania and the United States Court of Appeals for the Third Circuit. Mr. Jagher currently serves on the Advisory Board of Loyola University School of Law's Institute for Consumer Antitrust Studies and is a member of the Philadelphia Bar Association and the American Bar Association. Mr. Jagher was named as a Pennsylvania Super Lawyer in 2018 and 2019 after having been named as a Super Lawyer Rising Star in 2012, 2013, 2014, 2015 and 2016.

**Brian M. Hogan**

Brian M. Hogan is a partner at Freed Kanner London & Millen LLC. He specializes in class action litigation and has a wide range of experience successfully handling product liability, mass tort, toxic and environmental exposure, consumer protection and antitrust cases. He has litigated cases in numerous state and federal courts nationwide, including multidistrict litigation. Mr. Hogan has tried over a dozen cases to verdict.

Currently, Mr. Hogan has significant involvement litigating *In re Automotive Parts Antitrust Litigation*, MDL No. 2311 (E.D. Mich.), *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, 05-md-1720 (E.D.N.Y.), and *In re Opana ER Antitrust Litigation*, 1:14-cv-10150 (N.D. Ill.) where Freed Kanner London & Millen is court-appointed co-lead counsel representing direct purchasers of automotive parts who were overcharged as a result of price-fixing and bid-rigging conspiracies by various sets of defendants throughout the automotive parts industry. The litigation follows the largest United States Department of Justice criminal antitrust investigation in history.


Mr. Hogan received a B.A. from Indiana University and his J.D. from Chicago-Kent College of Law.



Connecticut Law Firm  
for Trials and Transactions



Whether it's  
Business or  
Personal



When you hire Aeton, you get excellent lawyering at a fair price from experienced, peer rated attorneys. Our attorneys come from in-house positions and large law firms and are well positioned to assist you when you need it most. We handle litigation, trials and transactions throughout Connecticut in a variety of matters including business, employment, technology, insurance, serious personal injury, and criminal defense. We also represent clients in select matters in other states including Massachusetts & New York.



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N. Kane Bennett, Jonathan Shapiro, and Nate Baber,  
**Message from Aeton Law Partners**

## Connecticut Law Firm for Trials and Transactions

The term “Aeton” means swift and efficient. The goal of Aeton Law Partners is to provide our clients with professionally aggressive legal services by trusted and experienced attorneys in an honest, swift, and efficient manner. We handle litigation, trials and transactions throughout Connecticut in a variety of matters including business, employment, technology, insurance, serious personal injury, and criminal law.

Our attorneys will seek to earn your trust and confidence through the services we deliver and the personal commitment to your legal problems. We do not sell legal services as a product. Rather, when you hire Aeton, you are entering into a professional client relationship where we provide the technical legal skills, but also our personal commitment to your legal case.

Our attorneys provide the depth of knowledge and case handling expected of large law firm attorneys, but with the personalized attention and competitive rates afforded by our small, boutique firm.

Our partners are rated AV Preeminent by their peers, which is the highest possible rating in both legal ability and ethical standards as determined by Martindale-Hubbell.

# About The Attorneys at Aeton

## WHETHER IT'S BUSINESS OR PERSONAL

A well-known trial lawyer once said “if you are not emotionally invested, your client is not getting your best effort.” Not every lawyer will agree with this statement. The lawyers here believe it. We care about our clients, we fight for our clients, and we hate to lose. We understand that for many of our clients a trial or business transaction might be the most pressing or stressful issue in their lives. We keep this in mind when we design, recommend and implement our legal strategy. We strive to meet our client's expectations and to minimize the stress that necessarily comes with a legal matter. Although we cannot promise you a guaranteed or certain result, we can promise that we will care about your case and take it personally.



## Highly Rated By Our Peers And Clients

Our senior partners are rated AV Preeminent by their peers, the highest possible rating in both legal ability and ethical standards as determined by Martindale-Hubbell. Our attorneys also have been rated by their peers for several years running to gain the select listing of outstanding attorneys in Connecticut and New England by Super Lawyers. In addition to our exemplary ratings from the legal community, we are most pleased to be highly regarded by our clients.

## Efficient Law Practice With Use Of Smart Technology

When we started the firm, our innovative approach to the practice of law was recognized by others in the legal field and featured in the Connecticut Law Tribune. We strongly believe in the smart use of technology as an integral tool to the efficient delivery of legal services. The idea was to cut the costly overhead associated with most law firms.

## Fairly Priced And Honest Billing For Legal Services

We start our services by seeking to provide our clients with different options that always include cost effective strategies given the nature of the transaction or dispute. We do not try to steer our clients towards a strategy that only serves the revenue of the law practice. We strive to be up front about the expected or possible costs of a matter.

## A Client Focused, Results Oriented Approach

At Aeton, we put the focus of our legal strategy and our services on our clients. Our goal is exceptional client service. Our service goals begin with what we have called our client List of Expectations. This List of Expectations constitute the service goals we set for ourselves in representing all clients. Not only is it a reminder to our clients of what they should expect from their lawyers, but also serves as a reminder to us of what the focus should be – exceptional client service.

## Practice Areas In Trials And Transactions Throughout Connecticut

At Aeton Law Partners, we offer innovative solutions to our clients in the metros and surrounding areas of Middletown, Hartford, New Haven, Waterbury, Southington, New Britain, New London and throughout Connecticut. We practice statewide handling trials and transactions involving: Business, Employment, Insurance, Technology, Serious Personal Injury, Criminal Defense, General Litigation. We also handle select matters in Massachusetts and New York.



# Practice Areas

At Aeton Law Partners, LLP, we offer our clients a unique legal practice that combines experienced partners from large law firm backgrounds practicing in a small firm setting. We work with the most current legal technology and offer our clients flexibility with cost-effective legal representation and alternative fee structures where appropriate. The focus of our firm is our clients, and we strive to stay at the forefront of innovation in our law practice while maintaining the goal of high quality legal services.

Our typical clients usually require our services in one or our defined practice areas including business, technology, employment, insurance, and litigation. However, we frequently move in and out of highly specialized areas of the law as our clients require. In addition, if our skills do not fit your needs, we will seek to refer you to one of our colleagues, strategic partners or affiliated counsel. The following represent our main practice areas:

## BUSINESS

Our services represent tremendous value for our individual and business clients of all sizes, as they know that their matters will be handled by lawyers who combine decades of legal experience. We represent companies in transactional matters such as corporate formation and contract drafting. We also handle several types of litigation related to businesses.

## LITIGATION AND TRIAL

Our litigation attorneys handle a wide range of litigation matters. We seek to resolve matters at the early stages by identifying likely outcomes. If we cannot resolve the matter, and our clients require aggressive representation, we stand ready to execute on planned litigation and trial strategies. We recognize that many factors must be considered before bringing a claim or determining how best to defend oneself in a lawsuit and focus on the objectives of our clients.

## EMPLOYMENT LAW

We represent employers and employees in all forms of employment law matters. From drafting employment agreements, to negotiating executive compensation agreements, to reviewing severance packages to litigating disputes, we offer skilled representation for all of your employment law needs.

## TECHNOLOGY LAW

Our lawyers have a wide range of experience representing businesses, entrepreneurs, startups, shareholders and individuals in technology law including licensing, outsourcing, software purchasing and implementation, data storage and privacy.

## CATASTROPHIC PERSONAL INJURY

Aeton's personal injury attorneys have extensive experience investigating, negotiating, litigating and trying complex and catastrophic personal injury cases throughout Connecticut. We represent minors and adults in all manners of claims, including wrongful death, sexual assault, and accidents with significant damage.

With Aeton Law Partners, you are entering into a professional client relationship where we provide the technical legal skills, but also our personal commitment to your needs. We represent all business sectors and provide services that include general counsel legal services, employment counseling, business formation, corporate governance documents, commercial transactions, loan closing, business financing, and the purchase and sale of businesses by asset purchase or stock purchase. Our transactional attorneys work with local and high level tax professionals, forensic accountants, and business accountants to provide a team approach to business transactions.

# What Our Clients Are Saying



**Aeton is a World Class firm** with top experience and expertise.

*CEO – E-Commerce Company*

## **Client Review**, Connecticut

Nate helped with a complex situation regarding my daughter's illness. He was compassionate and kind throughout the process and went above and beyond. He was prompt in returning calls and always willing to listen. I would highly recommend Nate and would work with him again without hesitation.

## **Business Owner**

My experience with Aeton Law was excellent. My attorney, Jonathan Shapiro, gave my case all the time and attention that was needed to be successful in court and was a calming and confident presence during very difficult court proceedings. I very much appreciate the knowledge and support during 2 ½ years of trial in a very complex litigation case and the rapport and guidance was outstanding at all times. Prompt, timely and open for calls and quick updates, Jonathan and his team worked through all of the questions and issues on this case. I can't thank Jonathan enough for his care, work and time on the case.

## **Chief technology Officer**, Software Provider

I become involved in a legal dispute with a business partner that required legal representation in Connecticut. After some Internet research, I retained Aeton Law Partners LLP based on Kane Bennett's experience in the courtroom as a prosecutor and their good understanding of business and technology issues. I definitely appreciated having Kane on my side, guiding me through this long and difficult—and ultimately successful—process, always providing great advice and counsel. In my case, it was very helpful that the firm has the internal knowledge, and resources available, to understand the spectrum of technical, business, and legal issues involved, and that, even though they have the expertise and experience to aggressively litigate a case, they practice a pragmatic, real-world, cost-conscious, "what's best for the client" approach. I recommend Aeton Law Partners LLP very highly.



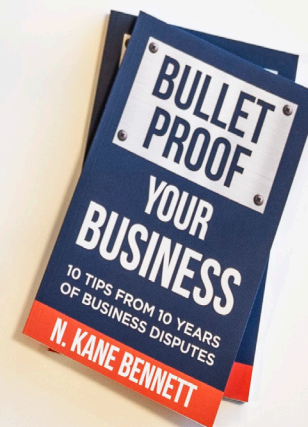
## Get in Touch With Us

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Check out our newsletter  
and website

<https://www.aetonlaw.com>

**AETON LAW PARTNERS LLP  
REPRESENTATIVE CASES**

**IN RE REVOLUTION LIGHTING TECHNOLOGIES, INC. STOCKHOLDER  
DERIVATIVE LITIGATION**

**Master File No.: 3:19-cv-00621 (JBA)**

Attorney Shapiro filed lawsuits on behalf of shareholders of the defendant corporation in a derivative action for conduct by company insiders in making false and misleading statements concerning the company's revenue and accounting practices. Attorney Shapiro was appointed as local and liaison counsel, and a negotiated resolution was reached on behalf of the shareholders.

**IN RE TANGOE, INC., SECURITIES LITIGATION**

**Civil Action No.: 3:17-cv-00146 (VLB)**

Attorney Shapiro served as local counsel for the plaintiffs in this class action matter in which defendants were accused of violations of federal securities laws by failing to disclose that defendants were manipulating company financial statements. As a result of this action, \$2,550,000 was recovered for investors of the defendant company.

**KENNETH A. THOMAS MD, LLC V. BARIATRIX, CORP.**

**Civil Action No.: 3:17-cv-00136 (RNC)**

**KENNETH A. THOMAS MD, LLC V. HOSPITAL MEDIA NETWORK, LLC**

**Civil Action No.: 3:17-cv-00137 (JAM)**

**KENNETH A. THOMAS MD, LLC V. PRACTICE BUILDERS, LLC**

**Civil Action No.: 3:17-cv-00138**

In a series of related class action lawsuits, Attorney Shapiro acted as local counsel on behalf of individual and businesses targeted by defendant's unsolicited nuisance fax advertisements in violation of the Telephone Consumer Protection Act, 47 U.S.C. §227 ("TCPA"). All related cases settled prior to class certification.

**TARPON BAY PARTNERS LLC V. ZEREZ HOLDINGS CORPORATION**

**Civil Action No.: 3:17-cv-00579 (SRU)**

Attorney Shapiro obtained an order from the Court deeming the agreement upon which Plaintiff sued unconscionable and ultimately obtained summary judgment in favor of his client. The case is currently pending on appeal to the Second Circuit Court of Appeals.

**ACKER V. KING**

**46 F. Supp. 3d 168 (D. Conn. 2014), *appeal dismissed*, 14-3908, 2019 WL 1558623 (2d Cir. 2015)**

Attorney Shapiro obtained dismissal of claims for copyright infringement brought against author Stephen King.

**SOBEL V. NICHOLSON**

**Connecticut Superior Court, 2017 WL 1240119 (affi'd by the Connecticut Supreme Court)**

Attorney Shapiro served as local counsel and obtained judgment on behalf of a taxpayer challenging tax assessments issued by the Department of Revenue Services.

**ALERION INVESTMENT PARTNERS I, LP V. VALASSIS COMMUNICATIONS, INC.  
Connecticut Complex Litigation Docket, 2013 WL 5969059**

Attorney Shapiro obtained a judgment on behalf of an in-store couponing business in a claim that it breached the terms of a \$3.9 million-dollar promissory note by continuing to engage in couponing business which was the subject of a sale.

**MCKAIN V. ESTATE OF DONALD RHYMER ET AL.  
166 F. Supp 3d 197**

Attorney Shapiro served as local counsel representing defendants, Twentieth Century Fox Film Corporation, Blue Sky Studios, Inc. and film director Carlos Saldanha in a complaint alleging claims of copyright infringement. Defendants obtained judgment on the pleadings.

**DUR-A-FLEX, INC. V. DY ET AL.  
Connecticut Complex Litigation Docket, HHD-CV14-6049281-S**

Attorney Shapiro represented numerous defendants in an action alleging trade secret misappropriation and claims for tortious interference and civil conspiracy. Attorney Shapiro obtained summary judgment on the non-trade secret claims during trial. The trial included over 120 days of evidence and spanning over three phases—with a portion of the trial being the first remote trial held in the State of Connecticut after the onset of the COVID-19 pandemic. Attorney Shapiro obtained judgment on behalf of three of his six clients, with the remaining claims currently under appeal.

**UNITED STATES EX. REL. PETER J. BONZANI JR. V. UNITED TECHNOLOGIES  
CORPORATION ET AL.  
Civil Action No.: 3:16-cv-01730 (JCH)**

Attorney Bennett serves as local counsel in this qui tam action on behalf of the United States through relator under the False Claims Act alleging the defendant used falsified lab reports on engine parts for F-22 and F-25 fighter jets. Litigation continues in this action after relator prevailed on motions to dismiss and multiple obstructions to discovery.

**NEW CASTLE HOTELS, LLC V. ZURICH AMERICAN INSURANCE COMPANY  
2021 WL 4478669**

Attorney Buchberger helped to secure one of the few favorable rulings nationwide for COVID-19 Insurance coverage, defeating defendant's motion to strike in part and allowing the litigation to proceed.

# Exhibit B

DOCKET NO.: FST-CV-21-6054676-S	:	SUPERIOR COURT
	:	
SARAH KENT and ALISON PACTONG,	:	
on behalf of themselves and all others similarly	:	JUDICIAL DISTRICT OF
situated,	:	
	:	STAMFORD/NORWALK
Plaintiffs,	:	
	:	
v.	:	AT STAMFORD
	:	
WOMEN’S HEALTH USA, INC.,	:	
IN VITRO SCIENCES, LLC, CENTER FOR	:	
ADVANCED REPRODUCTIVE SERVICES,	:	
P.C., and REPRODUCTIVE MEDICINE	:	
ASSOCIATES OF CONNECTICUT, P.C.	:	
	:	
Defendants.	:	

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into this 27th day of May, 2022 (“Execution Date”) by and between Sarah Kent and Alison Pactong on behalf of themselves (“Plaintiffs”) and all others similarly situated (“Settlement Class”), as defined more specifically in Paragraph 6 below, and Women’s Health USA, Inc.; In Vitro Sciences, LLC; Center for Advanced Reproductive Services, P.C. (“CARS”); and Reproductive Medicine Associates of Connecticut, P.C. (“RMACT”), (collectively “Defendants”).

WHEREAS, Plaintiffs are prosecuting the above-captioned class action case (the “Action”) on their own behalf and on behalf of the Settlement Class against Defendants;

WHEREAS, Plaintiffs allege that they were injured as a result of Defendants’ participation in a conspiracy to artificially raise, fix, maintain, or stabilize prices for Assisted Reproductive Technology (“ART”) services and to allocate geographic markets for ART services resulting in restricted competition and artificially high prices, in violation of the Connecticut Antitrust Act;

WHEREAS, Defendants deny Plaintiffs’ allegations and have asserted defenses to Plaintiffs’ claims in the Action;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined below) and counsel for Defendants, and this Agreement has been reached as a result of those negotiations;

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims against Defendants, according to the terms set forth below, is in the best interest of Plaintiffs and the Settlement Class because of the payment of the Settlement Fund that Defendants have agreed to provide pursuant to this Agreement;

WHEREAS, Defendants, despite their belief that they are not liable for the claims asserted by Plaintiffs and their belief that they have good defenses thereto, have nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Defendants with respect to the allegations in the Action, as more particularly set out below;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees (defined below) and except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Defendants, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Defendant" means any party named as a defendant in the Action at any time up to and including the date when the Court has entered a final order certifying the Settlement Class described in Paragraph 6 and approving this Agreement under Practice Book § 9-9(c)(1)(A).

2. "Opt-Out Deadline" means the deadline set by the Court for the timely submission of requests by Settlement Class Members to be excluded from the Settlement Class.



3. “Plaintiff Class Representatives” means those Settlement Class Members, as defined in Paragraph 8, below, who are named plaintiffs in the Action.

4. “Releasees” shall refer to each Defendant and its current and former corporate parents, subsidiaries, affiliates, groups, or divisions, and the respective current and former officers, owners, directors, employees, agents, attorneys, insurers, representatives, successors, and assigns of each.

5. “Releasers” shall refer to Plaintiff Class Representatives and the members of the Settlement Class, as defined in Paragraph 6, below, and all representatives, heirs, executors, administrators, and assigns of any of the foregoing.

6. “Settlement Class” shall refer to “All natural persons that purchased or paid for, in whole or in part, ART services from CARS or RMACT from January 1, 2004 through the date of preliminary approval. Specifically excluded from this Settlement Class are Defendants’ officers, directors, and employees; all counsel of record; and the Court, Court personnel, and members of their immediate families.”

7. “Settlement Class Counsel” shall refer to the law firms of:

Jonathan Jagher  
Freed Kanner London & Millen LLC  
923 Fayette Street  
Conshohocken, PA 19428

Jonathan Shapiro  
Aeton Law Partners LLP  
311 Centerpoint Drive  
Middletown, CT 06457

8. “Settlement Class Member” means each member of the Settlement Class who has not timely elected to be excluded from the Settlement Class.

9. “Settlement Amount” shall be the cash amount of US \$2,850,000.

10. “Settlement Fund” shall refer to the Settlement Amount plus accrued interest on said amount as set forth in Paragraph 20.

B. Approval of this Agreement and Dismissal of Claims Against Defendants.

11. Plaintiffs and Defendants shall use their best efforts to effectuate this Agreement, including cooperating in seeking and obtaining the Court's approval for the establishment of procedures (including the giving of class notice under Practice Book § 9-9) to secure the complete, and final dismissal with prejudice of the Action as to the Releasees only. Plaintiffs and Defendants agree to cooperate to determine the most appropriate method to disseminate Class Notice while remaining in full compliance with all legal and regulatory requirements respecting the disclosure of confidential medical information, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). Provided it is permissible under any applicable laws and/or regulations, Defendants agree to use commercially reasonable efforts to promptly provide to the appropriate entity all data reasonably necessary to effectuate Class Notice, allocation, and payments to the Settlement Class.

12. Within thirty (30) days after the Execution Date, or another time mutually agreed to by Plaintiffs and Defendants, Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the "Preliminary Approval Motion"). No less than four (4) business days before filing, Plaintiffs shall submit a draft of the Preliminary Approval Motion and proposed order to Defendants for review and comment. The text of the proposed order shall be agreed upon by Plaintiffs and Defendants before submission of the Preliminary Approval Motion. To the extent the Court finds that the Agreement does not meet the standard for preliminary approval, the Parties will negotiate in good faith to modify the Agreement and endeavor to resolve the issue(s) to the satisfaction of the Court. To the extent the Parties are unable to so agree, such matter may be submitted to the Court. In no case, however, shall such good faith negotiation require Defendants to agree to contribute additional money to the Settlement Fund, or to alter the scope of the release set forth in Paragraph 17.

13. After notice to Defendants, Plaintiffs shall, within thirty (30) days of the Court granting the Preliminary Approval Motion, or another time mutually agreed to by Plaintiffs and Defendants, submit to the Court a motion for authorization to disseminate notice of the settlement

and final judgment contemplated by this Agreement to all members of the Settlement Class (the “Notice Motion”). The Notice Motion shall include a proposed form of, method for, and proposed dates of dissemination of notice in the Action, which shall be subject to good faith efforts to agree by the Plaintiffs and Defendants before submission of the Notice Motion.

14. Plaintiffs shall seek, and Defendants will not object unreasonably to, the entry of an order and final judgment in the Action, the text of which Plaintiffs and Defendants shall agree upon. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

- a) certifying the Settlement Class described in Paragraph 6, pursuant to Practice Book § 9-9 solely for the purposes of this settlement as a settlement class for the Action;
- b) as to the Action, approving finally this settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Practice Book § 9-9 and directing its consummation according to its terms;
- c) as to Defendants, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs; and
- d) reserving exclusive jurisdiction over the settlement and this Agreement, including the interpretation, administration, and consummation of this settlement to the Superior Court of the Judicial District of Stamford/Norwalk at Stamford.

15. This Agreement shall become final when (i) the Court has entered in the Action a final order certifying the Settlement Class described in Paragraph 6 and approving this Agreement under Practice Book § 9-9 and has entered a final judgment in the Action dismissing the Action with prejudice as to Defendants without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court’s approval of this Agreement and entry of a final judgment as to Defendants described in (i) hereof has expired in the Action or, if appealed, approval of this Agreement and the final judgment in the Action as to Defendants has been affirmed in its entirety by the court of last resort to which such appeal has been taken and

such affirmance has become no longer subject to further appeal or review. On the date that Plaintiffs and Defendants have executed this Agreement, Plaintiffs and Defendants shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 24, 37, and/or 42 of this Agreement.

16. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any negotiations, documents, and discussions associated with them, shall be deemed or construed to be an admission by Defendants, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Defendants, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Action, and evidence thereof shall not be discoverable or used in any way, whether in the Action, or any other arbitration, action or proceeding whatsoever, against Defendants. Defendants have entered into this Agreement for the purpose of terminating litigation and specifically terminating the Action against them; none of the Defendants admits any wrongdoing or liability to the Plaintiffs or the Settlement Class, and each of the Defendants specifically denies any wrongdoing, liability, and the allegations of the Class Action Complaint.

C. Release, Discharge, and Covenant Not to Sue.

17. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 15 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 18 of this Agreement, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action under any federal, state or local law of any jurisdiction in the United States, that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future arising out of any conduct alleged in the Class Action Complaint or any act or omission of the Releasees (or any of them), concerning Defendants' alleged participation in a conspiracy to artificially raise, fix, maintain, or stabilize prices for ART services and/or to allocate

geographic markets for ART services in Connecticut from January 1, 2004 through the date of preliminary approval (the “Released Claims”).

D. Settlement Amount.

18. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, Defendants shall pay the Settlement Amount of US \$2,850,000. The Settlement Amount shall be paid into an escrow account in United States dollars to be administered in accordance with the provisions of Section E (the “Escrow Account”) within fourteen (14) days after entry of an order preliminarily approving this Agreement. Settlement Class Counsel shall provide Defendants with the account number, account name, and wiring transfer information for the Escrow Account.

E. Escrow Account.

19. An Escrow Account shall be maintained at The Huntington National Bank. The Escrow Account shall be administered under the Court’s continuing supervision and control.

20. All payments into the Escrow Account shall, at the direction of Settlement Class Counsel, be invested in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. Any interest earned on any of the foregoing shall become part of the Settlement Fund. Defendants shall have no responsibility for, or liability in connection with, the investment, administration, maintenance, or distribution thereof.

21. The Settlement Fund held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as the Settlement Fund shall be distributed pursuant to this Agreement or further order(s) of the Court.

22. Subject to the limitation set forth in Paragraph 27, reasonable disbursements for expenses associated with providing notice of the settlement to the Settlement Class, expenses for

maintaining and administering the Settlement Fund, and taxes and expenses incurred in connection with taxation matters may be paid without approval from the Court and shall not be refundable to Defendants in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective, to the extent such expenses have actually been expended or incurred. Any refund that becomes owed to Defendants if this Settlement does not become final or is rescinded or otherwise fails to become effective, may be paid out of the Escrow Account without approval from the Court. Except as set forth in this Paragraph, no other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

23. The Escrow Account is intended by the parties hereto to be treated as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and to that end the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of Settling Defendants, a “relation back election” as described in Treas. Reg. § 1.468B-1(j) shall be made to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the parties shall take all actions as may be necessary or appropriate to this end. At the direction of Settlement Class Counsel, taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account, irrespective of whether final approval has occurred. In the event federal or state income tax liability is finally assessed against and paid by Defendants as a result of any income earned on the funds in the Escrow Account, Defendants shall be entitled to reimbursement of such payment from the funds in the Escrow Account after approval of the Court and whether or not final approval has occurred. Defendants will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph, Defendants and any Releasee, and their respective counsel, shall have no responsibility to make any tax filings related to the Settlement Fund or to pay any taxes or tax expenses with respect thereto, and neither Defendants nor any Releasee nor their respective counsel shall have any liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

24. If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 6, or if the Action is not certified as a class action for settlement purposes, or if the Agreement is rescinded, terminated or otherwise fails to become effective or final, then all amounts paid by Defendants into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 22 and 27), shall be returned to Defendants from the Escrow Account along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement and/or Settlement Class.

F. Exclusions.

25. Subject to Court approval, any person or entity seeking exclusion from the Settlement Class must file a written request for exclusion by the Opt-Out Deadline. Any person or entity that files a valid request for exclusion shall be excluded from the Settlement Class and shall have no rights with respect to the Settlement Class. Subject to Court approval, a request for exclusion that does not comply with all the provisions set forth in the applicable class notice will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed a Settlement Class Member(s) and shall be bound by the Settlement Agreement upon final approval.

26. Within ten (10) business days after the Opt-Out Deadline, Settlement Class Counsel will cause copies of timely requests for exclusion from the Settlement Class to be provided to counsel for Defendants. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Defendants reserve all of its legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded Settlement Class Member has standing to bring any claim.

G. Payment of Expenses.

27. Defendants agree to permit use of a maximum of US \$75,000 (which limitation is effective up until the date of final approval of this settlement) of the Settlement Fund towards notice to the Settlement Class and the costs of administration of the Settlement Fund. These notice and administration expenses are not recoverable by Defendants if this settlement does not become final or is terminated to the extent such funds have actually been expended or the expenses have

been incurred for notice and administration costs. Plaintiffs are responsible for selecting the third-party settlement administrator (“Settlement Administrator”) for administration of the settlement. Except as set forth in this Paragraph, and in Paragraph 22, Defendants shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys’ fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or Special Master, appeals, trials, or the negotiation of other settlements, or for class administration and costs.

H. The Settlement Fund.

28. Releasors’ sole recourse for settlement and satisfaction against the Releasees of all Released Claims is against the Settlement Fund, and Releasors shall have no other recovery against Defendants or any other Releasee.

29. The “Net Settlement Fund” shall consist of the Settlement Fund less: (i) all administrative fees incurred in administering all class notice and the settlement, including those fees incurred by the Settlement Administrator; (ii) any service awards to the Plaintiff Class Representatives; and (iii) any attorneys’ fees and expenses. The Net Settlement Fund shall be distributed to the Settlement Class pursuant to a distribution formula to be developed by Settlement Class Counsel and approved by the Court. Defendants will not oppose any such proposed plan of allocation or such plan as may be approved by the Court.

30. After this Agreement becomes final within the meaning of Paragraph 15, the Settlement Fund shall be distributed in accordance with the plan to be submitted to the Court at the appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraphs 22 and 27 of this Agreement.

31. Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all fees, expenses, and costs, as provided by Court Order and the



provisions of Paragraphs 22 and 27. Defendants and the other Releasees shall not be liable for any costs, fees, or expenses of any of Plaintiffs or the Settlement Class' respective attorneys, experts, advisors, agents, or representatives. Instead, all such costs, fees, and expenses as approved by the Court, or authorized by Paragraphs 22 and 27, shall be paid out of the Settlement Fund.

I. Settlement Class Counsel's Attorneys' Fees, Reimbursement of Expenses, and Service Award for the Plaintiff Class Representative.

32. Settlement Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for: (i) an award of attorneys' fees equal to one-third of the Settlement Fund; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action, Plaintiff Class Representative service awards, plus interest on such attorneys' fees, costs and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Plaintiffs will move for service awards for the Plaintiff Class Representatives to be paid from the Settlement Fund; the requested service awards shall not exceed \$10,000 per Plaintiff Class Representative. Settlement Class Counsel reserve the right to make additional applications for Court approval of fees and expenses incurred, but in no event shall Defendants or any other Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Fund.

33. Subject to Court approval, Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses and service awards. Settlement Class Counsel's Fee and Expense Award(s), as awarded by the Court, shall be payable at Plaintiffs' option immediately upon the entry of an Order approving such Fee and Expense Award(s), or such later date if required by the Court, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest if, as a result of any appeal and/or further proceeding on remand, or

successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraphs 24, 37, or 42.

34. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, and service awards for the Plaintiff Class Representatives to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceeding related to the Fee and Expense Application(s), or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

35. Neither Defendants nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs of any Fee and Expense Award in the Action.

36. Neither Defendants nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

J. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered.

37. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Class in accordance with the specific Settlement Class definition set forth in Paragraph 6, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgments provided for in Paragraph 15 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Defendants and Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 48. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees

and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

38. In the event that this Agreement does not become final as set forth in Paragraph 15, or this Agreement otherwise is terminated pursuant to Paragraph 42, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned to Defendants within ten (10) business days, less only disbursements made, or the amounts of obligations incurred in accordance with Paragraphs 22 and 27. Defendants expressly reserve all rights and defenses if this Agreement does not become final.

39. Further, and in any event, Plaintiffs and Defendants agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by Defendants, or the other Releasees to be used against Defendants, or of (ii) the truth of any of the claims or allegations contained in the Class Action Complaint or any other pleading filed in the Action, to be used against Defendants, and evidence thereof shall not be discoverable or used in any way, in the Action, against Defendants.

40. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement.

41. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 12-15 hereof, appropriate notice (i) of the settlement; and (ii) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Class.

K. Rescission Based on Opt-Outs.

42. In the event that more than 25% of the putative members of the Settlement Class elect to opt out of the Settlement Class within the period prior to the Opt-Out Deadline allowed

for such election, or they otherwise are allowed to opt out of the Settlement Class by the Court, by any other trial court, or by any appellate or reviewing court, then Defendants shall have, in their sole discretion, the option to rescind this Agreement in its entirety by giving notice of rescission. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 48. Within ten (10) business days of such notice, Defendants' Counsel shall deliver written instructions to the Escrow Agent, with a simultaneous copy delivered to Counsel for Plaintiffs, that all amounts in the Escrow Account created pursuant to Paragraphs 18 and 19, hereof, less only disbursements made, or the amounts of obligations incurred in accordance with Paragraphs 22 and 27, shall be wire transferred to Defendants pursuant to their instructions; provided, however, that if Counsel for Plaintiffs shall, within five (5) business days of receipt of such instructions, notify the Escrow Agent in writing, of any objection to Defendants' instructions, with a simultaneous copy delivered to Defendants' Counsel, then any amount subject to such objection shall not be transferred by the Escrow Agent pending agreement by the Parties resolving the objection or order of the Court.

L. Miscellaneous.

43. The Superior Court of the Judicial District of Stamford/Norwalk at Stamford shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of, or relating to, this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Defendants, including challenges to the reasonableness of any party's actions. This Agreement shall be governed by and interpreted according to the substantive laws of the state of Connecticut without regard to its choice of law or conflict of laws principles. Defendants will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

44. This Agreement constitutes the entire, complete, and integrated agreement among Plaintiffs and Defendants pertaining to the settlement of the Action against Defendants, and supersedes all prior and contemporaneous undertakings, communications,

representations, understandings, negotiations, and discussions, either oral or written, between Plaintiffs and Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by Plaintiffs and Defendants and approved by the Court.

45. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendants. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasers. The Releasees (other than Defendant entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

46. This Agreement may be executed in counterparts by Plaintiffs and Defendants, and a digital or scanned signature shall be deemed an original signature for purposes of executing this Agreement.

47. Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

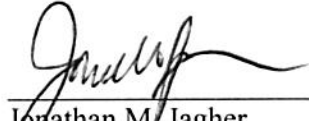
48. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by electronic mail (provided that the recipient acknowledges having received that email, with an automatic “read receipt” or similar notice constituting an acknowledgement of an email receipt for purposes of this Paragraph), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

49. All parties agree that they shall take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

50. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement subject to Court approval and perform any obligation required hereunder.

DATED: May 27, 2022

**COUNSEL FOR PLAINTIFFS:**



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*Counsel for Plaintiff and the Settlement  
Class*

**COUNSEL FOR DEFENDANTS:**

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---

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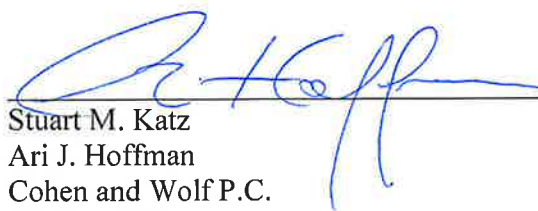
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# Exhibit C

# Exhibit C

*Kent et. al. v. Women's Health USA, Inc. et al. (IVF Antitrust)*  
**EXPENSE REPORT SUMMARY**

<b>CATEGORY</b>	<i>Aeton Law Partners LLP</i>	<i>Freed Kanner London &amp; Millen LLC</i>	<i>Lockridge Grindal Nauen</i>	<i>Spector Roseman &amp; Kodroff, PC</i>	<i>Total (All Plaintiffs' Counsel)</i>
Court Costs (Filing & Pro Hac Vice Fees)	\$1,004.01				<b><u>\$1,004.01</u></b>
Service of Process	\$144.20				<b><u>\$144.20</u></b>
Lexis/Westlaw		\$1,837.20	\$214.78	\$142.60	<b><u>\$2,194.58</u></b>
Photocopies (in house)		\$5.00		\$0.75	<b><u>\$5.75</u></b>
Telephone/telecopier		\$5.80			<b><u>\$5.80</u></b>
Miscellaneous (Pacer charges, Notary fees, fee for paying into Client Security Fund)		\$87.50			<b><u>\$87.50</u></b>
<b>TOTAL EXPENSES</b>	<b>\$1,148.21</b>	<b>\$1,935.50</b>	<b>\$214.78</b>	<b>\$143.35</b>	<b><u>\$3,441.84</u></b>