

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

IN RE: BESTWAY ABOVE-GROUND
POOLS LITIGATION

CASE NO. 1:25-cv-09570

Judge: Honorable Lindsay C. Jenkins

**CLASS COUNSEL’S OMNIBUS DECLARATION IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

Rachel Soffin and Kevin Laukaitis declare as follows:

1. Following transfer and consolidation, on November 13, 2025, the Court appointed the undersigned (Rachel Soffin of Pearson Warshaw, LLP and Kevin Laukaitis of Laukaitis Law LLC) as Interim Co-Lead Counsel on behalf of the putative classes. See ECF No. 35. Ms. Soffin and Mr. Laukaitis make this Declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification and Approval of Notice Plan Pursuant to Federal Rule of Civil Procedure 23(e)(1). We have personal knowledge of the matters addressed in this Declaration and could testify competently as to these facts if called upon to do so.

2. The Settlement Agreement between the parties in this case is attached to this Declaration as **Exhibit 1**. Our firm resumes are attached to this Declaration as **Exhibit 2** (Pearson Warshaw, LLP) and **Exhibit 3** (Laukaitis Law LLC).

3. This Declaration focuses on the facts that bear on the Court’s determination of whether the proposed settlement is fair, reasonable and adequate, and whether the Court should order that notice of the proposed Settlement should be sent to the Settlement Class Members.¹

¹ All capitalized terms used throughout this Declaration shall have the same meaning as they have in the Settlement Agreement.

Overview of the Action

4. Beginning in August 2025, four putative class action complaints were filed against Defendants Bestway (USA) Inc., Bestway Inflatables & Material Corp. (“Bestway Inflatables”), and Bestway (Hong Kong) International Ltd (“Bestway Hong Kong”) (collectively “Bestway” or “Defendants”) in various federal courts around the country. Plaintiffs alleged generally that Defendants manufactured, distributed and sold certain Bestway-branded above-ground Pools from 2008 to 2024 that were 48 inches in height or taller, that contained a uniform Defect—compression straps located outside of the pool legs that may create a foothold, which could allow a child to gain access to the pool and create a potential drowning hazard.. Further, Plaintiffs alleged that Defendants’ Recall of the Pools was delayed, deficient and inadequate, including that they failed to offer consumers any monetary relief. The putative class actions asserted claims for, among other things, breach of express and implied warranties, unjust enrichment, common law fraud, negligence and violations of certain state consumer protection laws, false advertising and unfair competition statutes.

5. On August 12, 2025, Named Plaintiff Castro filed a putative class action in the United States District Court for the Northern District of Illinois against Bestway USA. *Castro v. Bestway USA, Inc.*, No. 1:25-cv-09570 (N.D. Ill.) (the “*Castro Action*”).

6. On August 21, 2025, Named Plaintiffs Pete Piceno and Shannon Gannon filed a putative class action against Defendants in the United States District Court for the Central District of California. *Piceno et al. v. Bestway USA, Inc.*, No. 1:25-cv-12315 (C.D. Cal.) (the “*Piceno Action*”).

7. On October 17, 2025, Named Plaintiffs Katrina Hill and Lisa Weeks filed a putative class action against Bestway USA in the United States District Court for the Northern District of California. *Hill et al. v. Bestway USA, Inc.*, No. 1:25-cv-13422 (N.D. Cal.) (the “*Hill* Action”).

8. On October 21, 2025, Named Plaintiff Leah Holloway filed a related putative class action against Defendants in the Northern District of Illinois. *Holloway v. Bestway USA, Inc.*, No. 1:25-cv-12853 (N.D. Ill.) (the “*Holloway* Action”).

9. On October 3, 2025, the *Piceno* Action was transferred to the Northern District of Illinois. On October 22, 2025, the *Piceno* Action was related to the *Castro* Action. On October 29, 2025, the *Hill* Action was transferred to the Northern District of Illinois.

10. On November 6, 2025, the Court held an initial status conference. Following that conference, the Court consolidated the related cases into a single action styled: *In re: Bestway Above-Ground Pools Litigation*, No. 1:25-cv-09570 (N.D. Ill.) (the “Action”). ECF No. 30.

11. On November 7, 2025, Named Plaintiffs moved for the appointment of interim class counsel. ECF No. 31. The Court granted that motion on November 12, 2025, appointing Kevin Laukaitis of Laukaitis Law LLC and Rachel Soffin of Pearson Warshaw, LLP as Interim Co-Lead Class Counsel and appointing additional counsel to the Executive Committee, including Leslie Pescia of Siri Glimstad, Nick Suciu of Bryson Harris Suciu & DeMay PLLC, Charles D. Moore of Reese, LLP, Jason Sultzer of Sultzer & Lipari, PLLC, and Alec Schultz of Hilgers Graben PLLC. ECF No. 35.

12. On November 24, 2025, Named Plaintiffs filed a Consolidated Amended Class Action Complaint, alleging claims on behalf of consumers nationwide. ECF No. 37. Named Plaintiff DeSabio was included in the Consolidated Amended Class Action Complaint as a Plaintiff in the Action.

13. Our work began long before the initial complaints were filed. As detailed in the memorandum of law in support of our appointment as Interim Co-Lead Counsel, we spent significant time and resources investigating the Pools and the Recall before filing suit, including reviewing product materials, prior incidents and litigation records; consulting experts; and interviewing numerous class members. *See* ECF No. 31. As a result of our work, our team had enhanced knowledge of the Defect and the manufacturing process for the Pools. We also had a firm understanding of the products Defendants sold, their target consumer demographics and the representations Defendants generally made about the Pools.

Overview of Settlement Discussions

14. Following Plaintiffs' investigation and consolidation of the Action, the Parties began discussing a potential settlement. Prior to mediation, the Parties exchanged significant confidential informal discovery, including documents sufficient to identify all model numbers, brand names, product descriptions, retail pricing information, supply dates, number of Pool units sold, design changes made to the Pools consistent with industry standards, packaging information, user manuals, testing regarding evaluation of the repair kit subject to the Pool Recall and related Pool Recall data, as well Plaintiffs' Pool purchase information and documentation. This information allowed the Parties to evaluate the strengths and weaknesses of the claims and negotiate an informed resolution. The Parties also exchanged detailed mediation briefs prior to mediation, outlining their respective positions.

15. On January 16, 2026, the Parties participated in a full-day, in-person mediation before the Honorable Diane Welsh (Ret.) of JAMS in Philadelphia, Pennsylvania. The mediation was hard-fought and conducted at arm's length, but did not result in a settlement at that time. While the mediation was not successful, it laid the groundwork for further settlement discussions.

16. On February 13, 2026, the Parties subsequently participated in a second full-day in-person mediation session before the Honorable Diane Welsh (Ret.) in Philadelphia, Pennsylvania. At that session, the Parties reached an agreement in principle to resolve the Action on a nationwide class basis.

17. The Parties notified the Court of the agreement in principle to resolve the Action on a nationwide class basis via a joint status report on March 27, 2026. ECF No. 46.

18. Over approximately the next two months, the Parties continued to negotiate the finer points of the Settlement Agreement, including the terms of the Release, the Settlement Administrator and its respective duties, the Notice Plan and the proposed schedule of settlement events. The Parties did not discuss attorneys' fees, costs or service awards until after agreement was reached on the material terms of class relief. No agreements have been made in connection with the proposed Settlement other than the Settlement Agreement presented to the Court.

The Settlement's Proposed Benefits

19. The Settlement Class is defined as follows:

All Persons in the United States (including states, districts, territories, and tribal reservations) who purchased a Class Product, for personal use and not for resale, before the date of the Preliminary Approval Order.

20. Expressly excluded from the Settlement Class are:

(1) the presiding judge and immediate family; (2) Defendants and their respective parents, subsidiaries, affiliates, and their current and former officers, directors, employees, agents, and counsel; (3) Persons who timely and properly Opt-Out; (4) successors/assigns of excluded Persons; (5) wholesalers, distributors, or retailers of the Class Products; (6) second-hand purchasers; (7) any federal, state, or local government entity; and (*) Class Counsel.

21. Defendants will pay \$15,000,000.00 to create a non-reversionary Settlement Fund for Settlement Class Members who will receive a Cash Payment for filing a Valid Claim.

22. The Settlement provides a fair, reasonable and adequate resolution to the claims of this Action—providing Settlement Class Members with Valid Proof of Purchase a Cash Payment equal to ten percent (10%) of the greater of: (i) the actual price paid as reflected in the Valid Proof of Purchase (e.g., receipt or other document confirming the price paid); or (ii) the Average Retail Price assigned to the identified Class Product in the product pricing schedule, and providing Settlement Class Members without Valid Proof of Purchase a Cash Payment of \$40.00, which is 10% of the Pools base range in price of \$400.00. This is an excellent result for consumers.

23. We anticipate that all monies in the Net Settlement Fund earmarked for payment to Settlement Class Members will be used to pay the Cash Awards. However, if there are any monies left over after calculation of these payments, then Settlement Class Members will receive a pro rata increase up to a total Cash Payment amount equal to one times the amount already paid to Settlement Class Members. If monies in the Net Settlement Fund earmarked for payment to Settlement Class Members is insufficient to pay Cash Awards at their calculated values, Approved Claims submitted without Valid Proof of Purchase shall be proportionately reduced on a *pro rata* basis.

24. In the unlikely event that the Net Settlement Fund earmarked for payment to Settlement Class Members is not exhausted, a portion of the Net Settlement Fund will go to the *cy pres* recipient with a close connection to the allegations in the Action. However, we anticipate that all monies in the Net Settlement Fund earmarked for payment to Settlement Class Members will be used to pay Cash Payments and that *cy pres* will only be used for any uncashed checks sent to Settlement Class Members. No monies will revert to Defendants.

The Notice Plan and Claims Process

25. In order to select a Settlement Administrator that would not only provide Notice but also administer the Settlement, the Parties solicited proposals from several different notice and settlement administration companies. After studying those proposals carefully, the Parties selected EisnerAmper to serve as the Settlement Administrator to provide notice and administer the Settlement.

26. EisnerAmper is experienced at successfully administering nationwide class action settlements, including gathering class member data, delivering state-of-the-art notice to class members, creating easy-to-use websites for class members to check eligibility and basic benefit amounts, processing large and compel claims, calculating benefits and efficiently communicating with members of the class.

27. EisnerAmper designed a robust Notice Plan that aims to reach as many members of the Settlement Class as possible. Pursuant to the proposed Notice Plan, and if approved by the Court, EisnerAmper is to provide notice to members of the Settlement Class using the following methods: targeted digital advertising (such as social media and programmatic display advertising), a press release, and, where feasible, direct notice via email and/or U.S. Mail using customer data obtained from Defendants and, where available, third-party retailers or other reasonably available sources.

28. EisnerAmper will also be responsible for maintaining the Settlement Website and a toll-free telephone number for Settlement Class Members. The Settlement Website shall contain all relevant documents and information, and shall provide in English and Spanish: (i) a summary of the Settlement, important dates and deadlines, (ii) information pertaining to Settlement Class Members' rights under the Settlement, deadlines for filing a Claim Form, and the dates and

locations of relevant Court proceedings, including the Fairness Hearing; (iii) the toll-free telephone number applicable to the Settlement; (iv) copies of the Settlement Agreement, the Class Notices, the Claim Form, Court Orders regarding the Settlement and other relevant Court documents, including Class Counsel's not-yet-filed Motion for Approval of Attorneys' Fees, Reimbursement of Costs, and Class Representative Service Awards; (v) information concerning the process for submission of Claim Forms; and (vi) the process Class Members must follow to opt-out or object to the Settlement.

29. EisnerAmper will also oversee the claims submission and review process. In addition, EisnerAmper will provide CAFA Notices pursuant to 28 U.S.C. § 1715.

The Settlement is Fair, Reasonable and Adequate

30. The Settlement was negotiated over the course of several months, at arm's length by competent, experienced counsel, with the assistance of a highly regarded mediator, Judge Diane Welsh. Given the substantial risks associated with class certification, liability and damages, the Settlement falls well within the range of possible approval under Rule 23(e).

31. The \$15,000,000.00 non-reversionary Settlement Fund represents a substantial recovery when weighed against the risks of continued litigation. Defendants deny liability and would vigorously oppose class certification, summary judgment and trial. Plaintiffs would face significant risks, including the possibility of no recovery at all. Rather than undertaking years of protracted and uncertain litigation, Plaintiffs and their counsel took the opportunity to negotiate a Settlement that provides meaningful relief to all Settlement Class members

32. As experienced consumer protection class action counsel, we believe that a settlement at this point in the Action is warranted, and is fair, reasonable and adequate. Our years of experience representing consumers in complex class action cases contributed to an awareness

of settlement leverage, as well as the needs of the Plaintiffs and the Class. While we remain confident in the strength of our case, we are also pragmatic in our understanding of the numerous complex defenses available to Defendants. Continued litigation would undoubtedly be difficult, costly and time consuming. If this Action proceeded to trial, the Parties would incur substantial expenses, including imminent costs with depositions, continued discovery and numerous experts. The Parties would have continued to expend substantial time to brief Plaintiffs' motion for class certification, expert discovery, *Daubert* motions, summary judgment motions and preparing for and conducting trial, post-trial motion practice and likely appeals. Absent settlement, the final resolution of this Action through class certification, trial and appeals would take years of protracted litigation and appeals, delaying relief to Settlement Class Members.

33. We took all steps necessary to ensure that we had all necessary information, including discovery exchanged during negotiations, to advocate for a fair settlement that serves the best interests of the Settlement Class Members. Based on our investigation and research in this Action, review of discovery, extensive negotiations with Defendants and extensive experience with class action litigation and settlements, we believe the Settlement is in the best interests of the Settlement Class Members.

34. The Plaintiffs (all of whom are named as proposed Class Representatives in the Settlement Agreement) provided valuable assistance that enabled Class Counsel to prosecute the Action and reach an excellent Settlement.

35. Finally, there are no conflicts between the Settlement Class Representatives and other Settlement Class Members. Rather, Settlement Class Representatives' claims are substantially similar to the claims of the other Settlement Class Members. Moreover, in crafting

the Settlement, we took care to ensure that the relief was allocated equitably among all Settlement Class Members.

36. In light of the totality of the circumstances, including the significant relief provided to the Settlement Class Members as described herein, as well as in the Settlement Agreement and Plaintiffs' Motion for Preliminary Approval of Settlement, we believe that Court should conclude that the Settlement is fair, reasonable and adequate and likely to achieve final approval, and therefore order that Notice should be issued to the Settlement Class.

Date: April 30, 2026

Respectfully submitted,

/s/ Kevin Laukaitis

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Plaintiffs' Interim Co-Lead Class Counsel

EXHIBIT 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

IN RE: BESTWAY ABOVE-GROUND POOLS
LITIGATION

Case No.: 1:25-cv-09570

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Subject to Court approval pursuant to Federal Rule of Civil Procedure 23, this Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and among: (1) Plaintiffs Susana Castro, Pete Piceno, Shannon Gannon, Leah Holloway, Jamie DeSabio, Katrina Hill, and Lisa Weeks (collectively, the “Named Plaintiffs” or “Class Representatives”); (2) the Settlement Class (as defined herein); and (3) Defendants Bestway (USA) Inc. (“Bestway USA”), Bestway Inflatables & Material Corp. (“Bestway Inflatables”), and Bestway (Hong Kong) International Ltd (“Bestway Hong Kong”) (collectively “Bestway” or “Defendants”). The Named Plaintiffs and Bestway are collectively referred to as the “Parties.”

This Agreement is intended to fully and finally resolve, discharge, and settle the Released Claims (as defined herein), on the terms set forth below and subject to approval by the Court.

RECITALS

A. On August 12, 2025, Named Plaintiff Castro filed a putative class action in the United States District Court for the Northern District of Illinois against Bestway USA, alleging that certain Bestway-branded above-ground pools (“Products” or “Pools”) contain a safety defect that creates a potential drowning hazard. The complaint further alleged that the voluntary recall issued by Bestway in conjunction with the United States Consumer Product Safety Commission (“CPSC”) was delayed, deficient, and inadequate. *Castro v. Bestway USA, Inc.*, No. 1:25-cv-09570 (N.D. Ill.) (the “*Castro Action*”).

B. On August 21, 2025, Named Plaintiffs Pete Piceno and Shannon Gannon filed a putative class action against Defendants in the United States District Court for the Central District of California, asserting similar allegations to the *Castro* Action. *Piceno et al. v. Bestway USA, Inc.*, No. 1:25-cv-12315 (C.D. Cal.) (the “*Piceno* Action”).

C. On October 17, 2025, Named Plaintiffs Katrina Hill and Lisa Weeks filed a putative class action against Bestway USA in the United States District Court for the Northern District of California, asserting similar allegations to the *Castro* Action. *Hill et al. v. Bestway USA, Inc.*, No. 1:25-cv-13422 (N.D. Cal.) (the “*Hill* Action”).

D. On October 21, 2025, Named Plaintiff Leah Holloway filed a related putative class action against Bestway USA in the Northern District of Illinois, asserting similar allegations to the *Castro* Action. *Holloway v. Bestway USA, Inc.*, No. 1:25-cv-12853 (N.D. Ill.) (the “*Holloway* Action”).

E. On October 3, 2025, the *Piceno* Action was transferred to the Northern District of Illinois. On October 22, 2025, the *Piceno* Action was related to the *Castro* Action. On October 29, 2025, the *Hill* Action was transferred to the Northern District of Illinois.

F. On November 6, 2025, the Court held an initial status conference. Following that conference, the Court consolidated the related cases into a single action styled *In re: Bestway Above-Ground Pools Litigation*, No. 1:25-cv-09570 (N.D. Ill.) (the “Action”).

G. The Court directed Named Plaintiffs to file any motion seeking appointment of interim class counsel pursuant to Rule 23 by November 7, 2025, and indicated that a consolidated amended complaint would follow.

H. On November 7, 2025, Named Plaintiffs moved for the appointment of interim class counsel. The Court granted that motion on November 12, 2025, appointing Kevin Laukaitis

of Laukaitis Law LLC and Rachel Soffin of Pearson Warshaw, LLP as Interim Co-Lead Class Counsel and appointing additional counsel to the Executive Committee, including Leslie Pescia of Siri Glimstad, Nick Suciu of Bryson Harris Suciu & DeMay PLLC, Charles D. Moore of Reese, LLP, Jason Sultzer of Sultzer & Lipari, PLLC, and Alec Schultz of Hilgers Graben PLLC.

I. On November 24, 2025, Named Plaintiffs filed a Consolidated Amended Class Action Complaint, alleging claims on behalf of consumers nationwide. Named Plaintiff DeSabio was included in the Consolidated Amended Class Action Complaint as a Plaintiff in the Action.

J. Prior to the first mediation, the Parties exchanged informal discovery and sufficient information to evaluate the claims, defenses, and potential damages in the Action. The Parties also submitted detailed mediation statements addressing the factual and legal issues in dispute, as well as the risks of continued litigation.

K. On January 16, 2026, the Parties participated in a full-day, in-person mediation before the Honorable Diane Welsh (Ret.) of JAMS in Philadelphia, Pennsylvania. The mediation was hard-fought and conducted at arm's length but did not result in a settlement.

L. The Parties subsequently participated in a second in-person mediation session before Judge Welsh on February 13, 2026. At that session, the Parties reached an agreement in principle to resolve the Action on a classwide basis. The Parties did not discuss attorneys' fees, costs, or service awards until after agreement was reached on the material terms of class relief.

M. On February 20, 2026, the Parties notified the Court that they had reached an agreement in principle to resolve the Action.

N. Class Counsel thoroughly investigated the claims asserted in the Action and evaluated the legal and factual issues presented. Class Counsel have also considered the risks, costs, and delays associated with continued litigation, including those related to class certification,

liability, and damages. Based on that evaluation, Class Counsel believe the Settlement provides substantial and meaningful benefits to the Settlement Class and is fair, reasonable, and adequate.

O. Bestway denies all material allegations in the Action and denies any wrongdoing, defect, or violation of law. Bestway further denies that any class could be certified for litigation purposes. Nonetheless, considering the uncertainty, expense, and burden of continued litigation, Bestway has concluded that settlement is desirable to avoid further costs and risks.

P. The Parties agree that, for settlement purposes only, the proposed Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23.

Q. The Named Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Agreement, have considered the substantial risks associated with the continued prosecution of the litigation and the likelihood of success on the merits and believe that it is in the best interests of the Settlement Class as a whole that the claims asserted in the Action be resolved on the terms and conditions set forth in this Agreement. Class Counsel reached that conclusion after considering the factual and legal issues presented in the Action, the substantial benefits that Settlement Class Members will receive as a result of the Settlement, the substantial risks and uncertainties of continued litigation, the expense that would be necessary to prosecute the litigation through trial and any appeals that might be taken, and the likelihood of success at trial.

R. The Parties further agree that the Settlement provides substantial relief to the Settlement Class in light of the risks, delay, and expense of continued litigation, and that the Settlement satisfies the standards for approval under Federal Rule of Civil Procedure 23(e).

S. Nothing in this Settlement alters, limits, or replaces any remedies available under the Pool Recall, including recall-related remedies available through the CPSC or Defendants' corrective action plan, which shall continue independently of this Settlement.

T. Nothing in this Settlement Agreement limits or impairs the authority of the CPSC, any state Attorney General, or any other governmental entity to enforce applicable consumer protection or product safety laws. The Parties acknowledge that final approval may not be granted earlier than ninety (90) days after the appropriate federal and state officials are served with notice pursuant to 28 U.S.C. § 1715(d).

The foregoing recitals are incorporated into and form part of this Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Named Plaintiffs, the Settlement Class, and Defendants, by and through their undersigned counsel, that—subject to Court approval—the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice upon the terms and conditions set forth herein, following Final Approval.

I. DEFINITIONS

Capitalized terms have the meanings set forth below.

1. **“Action”** means *In re: Bestway Above-Ground Pools Litigation*, No. 1:25-cv-09570 (N.D. Ill.).

2. **“Agreement”** or **“Settlement Agreement”** means this Class Action Settlement Agreement and Release, including all Exhibits thereto.

3. **“Approved Claim”** means a Claim Form submitted by a Settlement Class Member that is (a) timely submitted and in accordance with this Agreement and the Claim Form instructions; (b) fully completed and accurate, including, to the extent applicable, any required

Valid Proof of Purchase; (c) is signed (physically or electronically) under attestation as stated in the Claim Form; and (d) is approved for payment by the Settlement Administrator pursuant to the terms of this Agreement.

4. **“Average Retail Price”** means the estimated average retail selling price for each Class Product according to Defendants’ records.

5. **“CAFA Notice”** means the notice of this Settlement to be served or caused to be served by the Settlement Administrator upon State and Federal regulatory authorities as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b).

6. **“Cash Payment”** means a payment from the Net Settlement Fund to an eligible Settlement Class Member as provided in Section V.7.

7. **“Claim”** means a request for a Cash Payment submitted by a Settlement Class Member via the Claim Form. To make a Claim, the Settlement Class Members must timely complete and submit a valid Claim Form as described in this Settlement Agreement.

8. **“Claim Form”** means the Court-approved claim form, substantially in the form of **Exhibit A**, available on the Settlement Website. The Claim Form requires a signature under attestation and does not require notarization or any other verification form. Only one (1) Claim per Settlement Class Household may be submitted or approved.

9. **“Claimant”** means a Settlement Class Member who submits a Claim for payment as described in this Agreement.

10. **“Claims Period”** means the period for submitting Claim Forms, ending on the Claims Deadline.

11. **“Claims Deadline”** means ninety (90) days after the Notice Date, by which Claim Forms must be postmarked (if mailed) or submitted through the Settlement Website (if submitted online), as specified in the Preliminary Approval Order, the Notices, and the Claim Form.

12. **“Co-Lead Class Counsel”** means Kevin Laukaitis (Laukaitis Law LLC) and Rachel Soffin (Pearson Warshaw, LLP).

13. **“Class Counsel”** means Kevin Laukaitis of Laukaitis Law LLC, Rachel Soffin of Pearson Warshaw, LLP, Leslie Pescia of Siri Glimstad, Nick Suciu of Bryson Harris Suciu & DeMay PLLC, Charles D. Moore of Reese, LLP, Jason Sultzer of Sultzer & Lipari, PLLC, and Alec Schultz of Hilgers Graben PLLC.

14. **“Class Data”** means data reasonably available to Defendants identifying potential Settlement Class Members, including names, email addresses, mailing addresses, and purchase records sufficient to facilitate dissemination of Notice.

15. **“Class Products”** means Bestway-branded pools 48 inches in height or taller (including Power Steel, Steel Pro and Coleman Power Steel models) with compression straps located outside of the support poles, sold from 2008 through the Preliminary Approval date.¹

16. **“Class Notice”** means the Court-approved notices, substantially in the forms attached as **Exhibit B** (Email Notice), **Exhibit C** (Postcard Notice), and **Exhibit D** (Long Form Notice), which will notify Settlement Class Members of the Preliminary Approval of the Settlement and the scheduling of the Fairness Hearing, among other material events. The Long Form Notice shall state prominently that this Settlement does not release personal-injury or wrongful-death claims and does not limit rights under the Pool Recall.

¹ A list of Class Product model numbers is attached as **Exhibit E** to this motion.

17. **“Class Representatives”** means Susana Castro, Pete Piceno, Shannon Gannon, Leah Holloway, Jamie DeSabio, Katrina Hill, and Lisa Weeks.

18. **“Cost Reimbursement”** means reasonable litigation costs incurred by Class Counsel, subject to Court approval.

19. **“Court”** means the United States District Court for the Northern District of Illinois, the Honorable Lindsay C. Jenkins, or any judge to whom the Action is reassigned.

20. **“Cy Pres Recipient”** means the Court-approved organization that receives the Cy Pres Contribution Amount. The Parties represent that neither they nor their counsel will have any professional or personal relationship with the Cy Pres Recipient. The Cy Pres Recipient shall be a nonprofit organization with a mission reasonably related to consumer safety, product safety, or drowning prevention, and shall have no affiliation with the Parties or their counsel.

21. **“Cy Pres Contribution Amount”** means amounts remaining in the Net Settlement Fund after all distributions and payments required by this Agreement, including uncashed checks. Under no circumstances shall any cash remaining in the Settlement Fund revert or otherwise be returned to Defendants.

22. **“Days”** means calendar days, computed under Federal Rule of Civil Procedure 6(a).

23. **“Defendants”** means Bestway USA, Bestway Inflatables, and Bestway Hong Kong.

24. **“Defendants’ Counsel”** means Norton Rose Fulbright US LLP.

25. **“Deficiency Notice”** means a notice sent by the Settlement Administrator informing a Claimant that additional information or documentation is required to complete a Claim Form.

26. **“Effective Date”** means the date the Final Approval Order and Final Judgment become final and no longer subject to appeal as of right, or by discretionary review, approving the Settlement Agreement in all respects.

27. **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under the terms agreed upon with Class Counsel and Defendants’ Counsel, maintained as a “qualified settlement fund” under Treas. Reg. § 1.468B-1 and 26 C.F.R. §§ 1.468B-1 to -3. The Settlement Administrator is responsible for establishing and maintaining the fund, filing required tax returns, and paying any taxes owed by the fund. The costs of administering and maintaining the Escrow Account shall be paid from the Settlement Fund.

28. **“Fee Award”** means attorneys’ fees awarded by the Court to Class Counsel.

29. **“Final Approval Hearing” or “Fairness Hearing”** means the hearing at which the Parties seek final approval of the Settlement and the Court considers any requests for a Fee Award, Cost Reimbursement, and Service Awards.

30. **“Final Approval Order” and “Final Judgment”** mean the order and judgment entered by the Court approving this Settlement Agreement, certifying a class for settlement purposes, and dismissing the Action with prejudice.

31. **“Named Plaintiffs”** means the Class Representatives.

32. **“Net Settlement Fund”** means the Settlement Fund, minus the Court-approved Fee Award, Cost Reimbursement, Service Awards, and Settlement Administration Costs, plus interest earned on the Escrow Account.

33. **“Notice”** means the dissemination of Class Notice under the Notice Plan approved by the Court.

34. “Notice Date” means the date the Settlement Administrator begins disseminating Class Notice, as set forth in the Preliminary Approval Order, which shall be no earlier than August 1, 2026.

35. “Notice Plan” means the Court-approved plan for dissemination of Class Notice prepared by the Settlement Administrator and filed in support of the motion for Preliminary Approval.

36. “Objection/Exclusion Deadline” means ninety (90) days after the Notice Date, by which Settlement Class Members must submit exclusion requests to the Settlement Administrator or file objections with the Court, as specified in the Preliminary Approval Order and the Class Notice.

37. “Opt-Out” means a Settlement Class Member who timely and properly requests exclusion under Section V. An Opt-Out may revoke the request for exclusion only by submitting to the Settlement Administrator, by the Claims Deadline, a signed written revocation that clearly states the Person wishes to withdraw the exclusion request and participate in the Settlement. Submission of a Claim Form alone shall not constitute revocation of an otherwise valid exclusion request.

38. “Opt-Out List” means the list prepared by the Settlement Administrator identifying timely and valid Opt-Outs.

39. “Parties” means the Named Plaintiffs and Bestway USA, Bestway Inflatables, and Bestway Hong Kong.

40. “Person” means any individual. “Person” does not include governmental entities acting in their enforcement capacity; nothing in this Agreement limits governmental enforcement authority.

41. **“Pool Recall”** means the voluntary recall of the Class Products conducted by Bestway in cooperation with the CPSC.

42. **“Preliminary Approval”** means the Court’s order preliminarily approving this Agreement, certifying the Settlement Class for settlement purposes only, and approving the Notice Plan and forms of Notice.

43. **“Preliminary Approval Date”** means the date the Court enters the Preliminary Approval Order.

44. **“Preliminary Approval Order”** means the Court’s order granting Preliminary Approval, which directs Notice to be issued to the Settlement Class after reviewing information sufficient to enable the Court to determine whether to provide notice of the proposed Settlement.

45. **“Released Claims”** means any and all claims, demands, rights, suits, liabilities, and causes of action of every nature and description whatsoever, known or unknown, matured or unmatured, at law or in equity, existing under federal or state law, that were asserted in the Action or that could have been asserted in the Action based on the same factual predicate as the Action, arising from the purchase of a Class Product before the Preliminary Approval Date and seeking recovery for alleged economic loss, overpayment, diminution in value, or other non-personal-injury monetary relief.

Released Claims do **not** include:

- (a) personal injury, bodily injury, wrongful death, emotional distress, or mental anguish;
- (b) property damage;
- (c) insurers’ subrogation claims;
- (d) claims based on conduct occurring after the Preliminary Approval Date; or
- (e) claims to enforce recall-related remedies or governmental enforcement actions.

46. “Released Parties” means Defendants and each and all of their respective present or former parent companies, subsidiaries, affiliates, predecessors, successors and assigns, and each and all of their respective present or former members, officers, directors, managers, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, co-manufacturers, distributors, any trust of which Defendants are settlors, trustees, or beneficiaries, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

47. “Releasing Parties” means the Named Plaintiffs and Settlement Class Members (excluding Opt-Outs) and their respective heirs, executors, administrators, successors, and assigns.

48. “Service Awards” means Court-approved awards paid to the Class Representatives for their service in the Action.

49. “Settlement Administrator” means the Court-approved settlement administrator responsible for Notice and settlement administration, including maintaining the Settlement Website, processing Claim Forms, and administering the Settlement Fund.

50. “Settlement Administration Costs” means all reasonable and authorized costs and expenses incurred by the Settlement Administrator in implementing the Notice Plan and administering the Settlement, including Notice Costs, claim processing, tax administration of the Settlement Fund, and related administrative services.

51. “Settlement Class” or “Settlement Class Members” means:

All Persons in the United States (including states, districts, territories, and tribal reservations) who purchased a Class Product, for personal use and not for resale, before the date of the Preliminary Approval Order. Excluded from the Settlement Class are: (1) the presiding judge and immediate family; (2) Defendants and their respective parents, subsidiaries, affiliates, and their current and former officers, directors, employees, agents, and counsel; (3) Persons who timely and properly Opt-Out; (4) successors/assigns of excluded Persons; (5) wholesalers, distributors,

or retailers of the Class Products; (6) second-hand purchasers; (7) any federal, state, or local government entity; and (8) Class Counsel.

52. “Settlement Class Household” for purposes of making a Claim means a Settlement Class Member together with all Persons sharing the same residential address. The Settlement Administrator may request additional information to determine whether multiple claims arise from the same Settlement Class Household.

53. “Settlement Fund” or “Settlement Amount” means the non-reversionary \$15,000,000 cash payment by Defendants described in Section III.2, from which Cash Payments, Court-approved attorneys’ fees and Cost Reimbursement, Service Awards, and Settlement Administration Costs will be paid; provided, however, that if the Effective Date does not occur, amounts may revert to Defendants only as set forth in Section III.5.

54. “Settlement Website” means the Court-approved website established and maintained by the Settlement Administrator for purposes of this Settlement, which shall be specified in the Notice Plan.

55. “Unknown Claims” has the meaning set forth in Section VIII.5 and includes a waiver of California Civil Code § 1542 (and equivalent state law), to the extent permitted by law, but does not include personal-injury claims.

56. “Valid Proof of Purchase” means objectively verifiable documentation showing purchase of a Class Product on or before the Preliminary Approval Date, subject to verification by the Settlement Administrator. Examples may include, but are not limited to, store receipts, online purchase receipts, packaging, model number, serial number, or any other contemporaneous record of purchase that is objectively verifiable to confirm the Class Product purchased.

57. Interpretation. Words in the singular include the plural and vice versa, as the context requires.

58. Settlement-Only Certification. For settlement purposes only, the Parties agree that the Court may certify the Settlement Class under Rule 23(a) and 23(b)(3). Bestway reserves all rights to oppose litigation class certification if this Agreement does not become final.

59. Recall Preserved. Nothing in this Agreement modifies, limits, or extinguishes the Pool Recall, which remains in effect independent of this Settlement, and which is neither endorsed by nor incorporated into this Settlement.

II. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

1. The Parties stipulate to certification, for settlement purposes only, of a Settlement Class defined as follows:

All Persons in the United States (including states, districts, territories, and tribal reservations) who purchased a Class Product, for personal use and not for resale, before the date of the Preliminary Approval Order.

Specifically excluded from the Settlement Class are the following:

- (1) the presiding judge and immediate family;
- (2) Defendants and their parents, subsidiaries, affiliates, and their current and former officers, directors, employees, agents, and counsel;
- (3) Persons who timely and properly Opt-Out;
- (4) successors/assigns of excluded Persons;
- (5) wholesalers, distributors, or retailers of the Class Products;
- (6) second-hand purchasers;
- (7) any federal, state, or local government entity; and
- (8) Class Counsel.

2. Solely for the purpose of implementing this Agreement and effectuating the Settlement, Defendants stipulate to the Court entering an order preliminarily certifying the Settlement Class, appointing the Named Plaintiffs as representatives of the Settlement Class, and

appointing the following as Class Counsel for the Settlement Class: Kevin Laukaitis of Laukaitis Law LLC and Rachel Soffin of Pearson Warshaw, LLP as Co-Lead Class Counsel and additional counsel to the Executive Committee, including Leslie Pescia of Siri Glimstad, Nick Suciu of Bryson Harris Suciu & DeMay PLLC, Charles D. Moore of Reese, LLP, Jason Sultzer of Sultzer & Lipari, PLLC, and Alec Schultz of Hilgers Graben PLLC. Solely for the purpose of implementing this Agreement and effectuating the Settlement, after receiving competing bids from several settlement administrators, the Parties stipulate that EisnerAmper LLP will be appointed as Settlement Administrator.

3. Solely for the purpose of implementing this Agreement and effectuating the Settlement, Defendants stipulate that the Named Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

III. SETTLEMENT FUND

1. Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member shall have the right to submit a Claim for Settlement Benefits.

2. **Settlement Payment, Non-Reversion.** Defendants shall pay \$15,000,000.00 in cash (the “Settlement Amount”) into the Settlement Fund for: (i) Cash Payments on Approved Claims; (ii) any Court-approved Fee Award; (iii) any Court-approved Cost Reimbursement; (iv) any Court-approved Service Awards; and (v) Settlement Administration Costs. Defendants’ total monetary obligation under this Agreement shall not exceed the Settlement Amount. No portion of the Settlement Fund shall revert to Defendants, except as expressly provided in Section III.5. The Parties represent that they did not discuss attorneys’ fees, costs, or service awards until after agreement was reached on all material terms of Settlement Class relief.

3. Funding of Escrow Account. Within fourteen (14) Days after the Preliminary Approval Date, Defendants shall deposit into the Escrow Account, as part of the Settlement Amount, an amount equal to the anticipated Settlement Administration Costs through the Final Approval Hearing, as estimated by the Settlement Administrator and agreed upon by the Parties in writing prior to the Preliminary Approval Date. No later than one (1) business Day after the Effective Date, Defendants shall deposit the remainder of the Settlement Amount into the Escrow Account, for a total aggregate deposit equal to \$15,000,000.00. Any interest that accrues on amounts held in the Escrow Account shall be added to the Settlement Amount.

4. Qualified Settlement Fund; Taxes. The Settlement Fund shall be administered as a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 and related provisions. All Taxes (as defined below) incurred by or with respect to the Settlement Fund, including any interest or penalties, shall be paid from the Settlement Fund. Neither Defendants nor Defendants’ counsel, nor Named Plaintiffs and Class Counsel shall have any liability for Taxes. The Settlement Fund shall indemnify and hold harmless Defendants and their counsel, and Named Plaintiffs and Class Counsel, from any Taxes payable with respect to the Settlement Fund. For purposes of this Section, “Taxes” means any federal, state, or local taxes assessed on the Settlement Fund, including taxes on any income earned by the Settlement Fund, together with any related interest or penalties.

5. If the Effective Date does not occur, then—subject to Court approval and after payment of any Settlement Administration Costs reasonably incurred through the date the Parties determine the Effective Date will not occur—the remaining amounts in the Settlement Fund (including accrued interest), if any, shall be returned to Defendants. In all other circumstances, the Settlement Fund is non-reversionary.

IV. SETTLEMENT ADMINISTRATOR

1. Appointment of Settlement Administrator. Following a competitive bidding process among experienced settlement administrators, the Parties have selected EisnerAmper LLP to serve as the Settlement Administrator, subject to Court approval. The Settlement Administrator has provided the Parties with a proposed Notice Plan, and a declaration describing the Notice Plan will be filed in support of the motion for Preliminary Approval.

2. Court Supervision. Upon appointment by the Court, the Settlement Administrator shall act as an agent of the Court and shall be subject to the Court's supervision and direction.

3. Responsibilities of the Settlement Administrator. Under the supervision of the Court, the Settlement Administrator shall administer the Settlement, including:

- (a) providing CAFA Notice to appropriate federal and state officials pursuant to 28 U.S.C. § 1715(b);
- (b) implementing the Notice Plan, including the dissemination of Class Notice and Claim Forms in the form approved by the Court;
- (c) establishing and maintaining the Settlement Website and toll-free telephone number;
- (d) responding to inquiries from Settlement Class Members or directing such inquiries to Class Counsel as appropriate;
- (e) receiving, processing, and maintaining Claim Forms and other Settlement-related communications;
- (f) receiving and maintaining requests for exclusion and objections;
- (g) reviewing and validating claims and issuing deficiency notices when appropriate;
- (h) distributing Cash Payments to eligible Settlement Class Members; and

(i) performing all other tasks reasonably necessary to implement and administer the Settlement.

The Settlement Administrator shall also act as Escrow Agent for the Settlement Fund, subject to Court supervision.

4. Reporting and Records. The Settlement Administrator shall maintain reasonably detailed records of all activities performed under this Agreement. Such records shall be maintained in accordance with applicable law and the Settlement Administrator's normal business practices and shall be made available to Class Counsel and Defendants' Counsel upon reasonable request. The Settlement Administrator shall also provide weekly status reports to Class Counsel and Defendants' Counsel regarding Notice dissemination, claims activity, and Settlement administration. Without limitation, the Settlement Administrator shall:

(a) provide drafts of Settlement-related communications—including CAFA notices, website content, telephone scripts, and other communications with the Settlement Class—at least five (5) business days before publication or use;

(b) promptly provide Class Counsel and Defendants' Counsel with copies of requests for exclusion or other communications received from Settlement Class Members;

(c) provide weekly reports regarding the number of claims received, approved, rejected, and pending review; and

(d) make Claim Forms available for inspection by Class Counsel or Defendants' Counsel upon reasonable notice.

5. Claim Validity Assessment. The determination of the validity of claims shall occur within a reasonable time. The Settlement Administrator shall have discretion to reasonably approve or deny each claim. Class Counsel and Defendants shall have the right to audit claims and to

challenge the Settlement Administrator's decision including, if necessary, by motion to the Court. Class Counsel's or Defendants' choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly, shall not be construed as a waiver or relinquishment by such Party as to any of its audit and other rights under this Agreement.

The Settlement Administrator shall not approve duplicate or multiple claims for the same purchase, but shall deem valid only one Claimant per purchase. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only valid Claims. The Settlement Administrator and Parties shall have the right to audit claims, and the Settlement Administrator may request additional information from Claimants. If any fraud is detected or reasonably suspected, the Settlement Administrator can require further information from the Settlement Class Member or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court.

6. Deficient Claims. The Settlement Administrator shall reject Claim Forms that materially fail to comply with the Claim Form instructions or the requirements of this Agreement. The Settlement Administrator may contact a Claimant to request additional information necessary to verify a Claim. Section V.8. describes the process for Claims Review and Deficiencies, including the opportunity to cure a Claim deficiency.

7. Additional Documentation. The Settlement Administrator may request additional documentation for claims that appear unusually large, duplicative, or inconsistent with available purchase data.

8. Cooperation. The Settlement Administrator may reasonably request additional information from the Parties or Settlement Class Members to carry out its responsibilities. The Parties shall cooperate with such requests.

9. Accounting. The Settlement Administrator shall maintain a complete accounting of all receipts, expenses (including Notice Costs and Settlement Administration Costs), and payments made from the Settlement Fund. Such accounting shall be available to Class Counsel and Defendants' Counsel upon reasonable request. Settlement Administration Costs shall be invoiced in an itemized manner and paid from the Settlement Fund within thirty (30) Days after invoice.

10. Removal of Settlement Administrator. If the Settlement Administrator fails to perform its responsibilities adequately, the Parties may jointly petition the Court to replace the Settlement Administrator.

11. Taxes and Qualified Settlement Fund Administration. The Settlement Administrator shall administer the Settlement Fund in accordance with the requirements applicable to a qualified settlement fund under Treasury Regulations § 1.468B-1 through § 1.468B-3. The Settlement Administrator shall be responsible for preparing and filing all required tax returns and issuing any tax reporting forms required by law. All taxes and tax-related expenses shall be paid from the Settlement Fund.

12. Declaration of Notice Compliance. The Settlement Administrator shall prepare a declaration confirming dissemination of Notice in accordance with the Notice Plan and reporting the number of claims submitted, approved claims, opt-outs, and objections. This declaration shall accompany the motion for Final Approval and include: (i) the total number of notices sent by email and mail; (ii) email bounce rates; (iii) returned mail rates and re-mailing efforts (including NCOA

updates); (iv) the number of unique visitors to the Settlement Website; (v) digital notice impressions and estimated reach (if applicable); (vi) the number of claims submitted, approved, rejected, and pending; (vii) the number of exclusion requests received and deemed valid; and (viii) the number of objections received and filed.

13. Settlement Administration Database. The Settlement Administrator shall maintain a computerized database containing records relating to the administration of the Settlement, including claims received, communications with Settlement Class Members, Notice dissemination metrics, and Settlement payments.

14. Limitation of Liability; Court Oversight. The Settlement Administrator's acts and determinations shall be subject to the Court's supervision and review. Except as otherwise ordered by the Court, neither Defendants, the Released Parties, Defendants' Counsel, Class Counsel, the Named Plaintiffs, nor Settlement Class Members shall have any liability for the Settlement Administrator's administration of the Settlement or the Settlement Fund. Nothing in this Agreement limits the Court's authority to supervise, review, or direct the Settlement Administrator.

V. SETTLEMENT NOTICE, ADMINISTRATION, OBJECTIONS, AND OPT-OUT RIGHTS

1. Notice Plan. Notice of the Settlement shall be disseminated pursuant to the Notice Plan approved in the Court's Preliminary Approval Order. The Notice Plan and Notices shall comply with Federal Rule of Civil Procedure 23, due process, and other applicable law, and shall be reasonably calculated to apprise Settlement Class Members of: (a) the Settlement's material terms; (b) their rights to submit a Claim, request exclusion, or object; and (c) the date and time of the Final Approval Hearing. Notices shall not be styled to appear to originate from Defendants.

2. Best Notice Practicable. The Parties agree that the Notice Plan constitutes the best notice practicable under the circumstances and is intended to satisfy Rule 23(c)(2)(B), Rule 23(e), and constitutional due process.

3. Notice Date and Commencement. Unless otherwise ordered by the Court, the Settlement Administrator shall commence dissemination of Notice on the later of: (i) thirty (30) days after entry of the Preliminary Approval Order; or (ii) August 1, 2026. The Parties shall explain in their motion for Preliminary Approval the reasons supporting that timing.

4. Contents of Class Notice. The Court-approved Notices (**Exhibits B–D**) shall be in plain language and shall, at a minimum:

- (a) Describe the background of the Action and the terms of the Settlement;
- (b) Explain the relief available, including the requirements and deadlines for submitting a Claim;
- (c) Explain that Settlement Class Members who do not timely request exclusion will be bound by the release;
- (d) Describe the procedures and deadlines to request exclusion or to object, and the consequences of failing to do so;
- (e) State that any Cash Payment is contingent on Court approval of the Settlement;
- (f) Identify the Settlement Website and toll-free number; and
- (g) State prominently that the Settlement does not release or affect any claims for personal injury or wrongful death and does not limit any rights under the Pool Recall.

The Notice shall clearly state that Settlement Class Members who do nothing will remain in the Settlement Class and will be bound by the Court's judgment.

5. Methods of Notice. The Settlement Administrator shall implement the Notice Plan, which shall include, at a minimum, the following components:

(a) **Settlement Website.** No later than twenty-one (21) days after the Preliminary Approval Date, the Settlement Administrator shall establish and provide access to the proposed settlement website for the Parties' review and approval. The Parties have agreed to the following domain name for the Settlement Website: poolsettlementbw.com. The Settlement Website shall remain active until at least 240 days after the Effective Date. The Settlement Website shall provide, at a minimum: (i) key deadlines and hearing information; (ii) the toll-free number; (iii) copies of the Settlement Agreement, Notices, Claim Form, and relevant Court orders; (iv) the motion for attorneys' fees, costs, and service awards and related filings when available; and (v) an electronic claim submission mechanism, including electronic signature and a method to upload supporting documents. No Settlement Class Member's personal information shall be provided to the Parties except as reasonably necessary to administer Approved Claims.

(b) **Toll-Free Number.** No later than twenty-one (21) days after the Preliminary Approval Date, the Settlement Administrator shall establish a toll-free telephone number and facility that will provide members of the Settlement Class with information and direct them to the Settlement Website. The Settlement Administrator shall maintain a toll-free telephone number with recorded information and instructions that will direct callers to the Settlement Website and advise of key deadlines, opt-out and objection procedures, and Final Approval Hearing information.

(c) **Email Notice.** The Settlement Administrator shall send Email Notice (Exhibit B) to Settlement Class Members for whom a valid email address is available through Defendants' records or other reasonable means, including authorized retailers and warranty/registration databases. The Email Notice shall include a link to the Settlement Website.

(d) **Postcard Notice.** For Settlement Class Members for whom no valid email address is available, or for whom Email Notice is returned as undeliverable, the Settlement Administrator shall send Postcard Notice (Exhibit C) to Settlement Class Members for whom a mailing address can be identified through Defendants' records or other reasonable means. Returned postcards with forwarding addresses shall be re-mailed.

(e) **Digital and Publication Notice.** The Settlement Administrator shall implement a digital notice and publication campaign reasonably calculated to reach Settlement Class Members, including purchasers through authorized retailers, consistent with due process and the Notice Plan.

(f) **CAFA Notice.** CAFA Notice shall be served as required by 28 U.S.C. § 1715(b) no later than ten (10) Days after the proposed Settlement is filed with the Court. Final Approval shall not be sought or granted earlier than ninety (90) days after the later of the dates on which the appropriate federal and state officials are served with CAFA Notice.

(g) **Class Member Records & Class Data:** Within fourteen (14) days following Preliminary Approval, Defendants and Class Counsel will provide the Settlement

Administrator with reasonably available and accessible information that identifies possible members of the Settlement Class from their existing records.

6. Claims Process. To obtain a Cash Payment, a Settlement Class Member must timely submit a completed Claim Form signed under attestation as stated in the Claim Form, and provide the information requested on the Claim Form, including Valid Proof of Purchase where applicable. Claim Forms submitted by mail must be postmarked by the Claims Deadline. Claim Forms submitted electronically must be received by the Claims Deadline.

7. Cash Payments.

(a) **Eligibility.** A Settlement Class Member who submits a timely and valid Claim Form may receive a Cash Payment for the purchase of a Class Product during the Settlement Class Period, subject to the limitations in this Agreement.

(b) **With Valid Proof of Purchase.** Claimants submitting Valid Proof of Purchase shall receive a Cash Payment equal to ten percent (10%) of either: (i) the actual purchase price as reflected in the Valid Proof of Purchase (e.g., receipt); or (ii) if the Valid Proof of Purchase does not reflect the actual purchase price, the Average Retail Price assigned to the identified Class Product in the product pricing schedule. The product pricing schedule shall identify, by model, the Average Retail Price assigned to each Class Product and shall be provided by Defendants to the Settlement Administrator and Class Counsel within fourteen (14) days after the Preliminary Approval Date.

(c) **Without Valid Proof of Purchase.** Claimants without Valid Proof of Purchase shall receive a Cash Payment of Forty Dollars (\$40.00).

(d) **One Claim per Household.** No more than one (1) claim may be submitted per Settlement Class Household, subject to the anti-duplication and pro rata adjustment provisions of Section VI.

8. Claims Review and Deficiencies. The Settlement Administrator shall review Claim Forms for timeliness, completeness, and validity. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a Claim. Instead, the Settlement Administrator will take reasonable and customary steps to notify the Claimant of the Claim deficiency, including but not limited to, written email notification when possible, requesting the additional information necessary to demonstrate eligibility. If, in the determination of the Settlement Administrator, the Claimant completes a timely but incomplete Claim Form (e.g., the Claim Form is not signed; there is no Valid Proof of Purchase when it appears the Claimant intended to provide one or more Valid Proofs of Purchase; or there is an inadequate Valid Proof of Purchase), the Settlement Administrator will take such steps to notify the Claimants of the Claim deficiency and allow an opportunity to cure as follows, unless otherwise ordered by the Court:

(a) Deficiency notices shall be issued within twenty (20) Days after the Claims Deadline (or within twenty (20) Days after receipt of a timely response, whichever is later); and

(b) Claimant shall have thirty (30) Days from the date of the deficiency notice to cure the identified defect, failing which the claim may be denied.

If the Claimant cures the deficiencies identified by the Settlement Administrator within the thirty (30) day period following notice of the deficiency by the Settlement Administrator, and the Settlement Administrator thereafter determines that the Claimant's Claim is complete and valid,

the Settlement Administrator shall include the Claimant in a list including all class members who are eligible for payment and submitted valid claims.

If no email address, telephone number, physical address, or reasonable alternative contact information is provided by the Settlement Class Member on the Claim Form, the Settlement Administrator shall not have an obligation to provide the Settlement Class Member with any notification of the denial of the claim or the reasons for denial.

Claim Forms shall be reviewed and evaluated for deficiencies in the order in which they are received, to the extent practicable. Class Counsel and Defendants' Counsel shall have the right to review the Claim files of the Settlement Administrator at any time. The Settlement Administrator shall have the right to confer with Class Counsel and Defendants' Counsel with respect to any Claim.

9. Defendants' Communications with Settlement Class Members. If Defendants are contacted during the Claims Period regarding the Settlement or a Claim, Defendants shall refer the inquiring person to the Settlement Administrator and provide the Settlement Website domain and toll-free number; provided, however, that nothing in this Settlement Agreement shall prohibit Defendants from responding to Class Members who contact Defendants regarding the Pool Recall.

10. No Liability for Administration Decisions. No Person shall have any claim against Defendants, the Released Parties, Defendants' Counsel, Named Plaintiffs, or Class Counsel based on determinations made by the Settlement Administrator regarding claims administration, distributions, or implementation of the Notice Plan. Nothing in this paragraph limits the Court's supervisory authority over Settlement administration.

11. Distribution Timing and Method. Cash Payments shall be issued within sixty (60) Days after the Effective Date. Cash payments to class members who submit a timely and valid

Claim Form will be made by electronic payment (including ACH, Venmo, or similar services) or check mailed to the address provided by the Claimant (as updated through the National Change of Address database).

12. Check Negotiation Period; Void Checks. Cash Payments issued by check will remain valid for 180 days, and such expiration period shall be printed on the face of each check. Settlement Class Members shall not be entitled to request a reissued check after the expiration of the 180-day period. Cash Payments issued by check will be deemed void once the 180-day period expires. Any funds attributable to uncashed or voided checks shall be treated as part of the Cy Pres Contribution Amount.

13. Taxes. No taxes shall be withheld from Cash Payments. Settlement Class Members are responsible for any tax consequences of receiving a Cash Payment. Nothing in this Agreement constitutes tax advice.

14. Cy Pres Standards. Neither the Parties nor their counsel will have any prior relationship with the Cy Pres Recipient beyond de minimis charitable contributions; selection is subject to Court approval.

15. Settlement Administrator Costs. Settlement Administration Costs shall be paid from the Settlement Fund. The Settlement Administration Costs are estimated to be approximately \$437,770.00 and shall not exceed this amount absent Court approval.

16. Certification of Notice Compliance. No later than seven (7) Days before the Final Approval Hearing, the Settlement Administrator shall file or provide for filing a declaration certifying compliance with the Notice Plan and reporting claims activity, opt-outs, and objections.

17. Filing and Service of Objections. Any Settlement Class Member who wishes to object to the Settlement must file a written objection on the docket no later than the

Objection/Exclusion Deadline. The objector must also send a copy of the objection to the Settlement Administrator and to counsel for the Parties at the addresses identified in the Class Notice so that it is postmarked (if mailed) or transmitted (if emailed) no later than the Objection/Exclusion Deadline. A Settlement Class Member who submits an objection may still submit a Claim Form, which shall be processed in the same manner as all other claims.

18. Exclusions and Objections. The Class Notice shall advise Settlement Class Members of their rights to request exclusion from the Settlement Class or to object to the Settlement.

(a) Requests for Exclusion. Any Person who falls within the definition of the Settlement Class but wishes to be excluded must submit a written request for exclusion to the Settlement Administrator by U.S. Mail, postmarked no later than the Objection/Exclusion Deadline, or submitted through the Settlement Website and verified no later than the Objection/Exclusion Deadline.

A request for exclusion **must**:

1. Identify the case name, *In re: Bestway Above-Ground Pools Litigation*;
2. Contain the Settlement Class Member's name, address, and telephone number;
3. Contain a statement that the Person purchased a Class Product;
4. Contain a clear statement that the Person wishes to be excluded from the Settlement Class, such as: **"I request to be excluded from the Settlement Class in In re: Bestway Above-Ground Pools Litigation."**
5. Be personally signed by the Settlement Class Member requesting exclusion.

The Settlement Administrator may disregard exclusions that do not comply with these requirements, are sent to an address other than that designated in the Notice, or are not timely postmarked or submitted through the Settlement Website. Persons who submit invalid or untimely exclusion requests shall remain Settlement Class Members and shall be bound by this Agreement if approved.

(b). Individual Exclusion Only. Settlement Class Members may request exclusion only on their own behalf. No Person may request exclusion on behalf of another Settlement Class Member. Therefore, a Settlement Class Member may opt out on an individual and personal basis only; so-called “mass” or “class” opt-outs shall not be allowed.

(c). Effect of Exclusion. Any Settlement Class Member who timely and validly requests exclusion from the Settlement Class shall:

1. not be bound by the Settlement Agreement or any orders or judgments entered in the Action;
2. not be entitled to any relief under this Settlement;
3. not gain any rights under this Agreement; and
4. not be entitled to object to any aspect of the Settlement.

(d). Opt-Out List. Within ten (10) Days after the Objection/Exclusion Deadline, the Settlement Administrator shall prepare a list identifying all Persons who timely and validly requested exclusion from the Settlement Class (the “Opt-Out List”). No later than seven (7) days before Final Approval Hearing, Class Counsel shall file the Opt-Out List with the Court under seal and provide copies to Defendants’ Counsel.

(e). Objections. Any Settlement Class Member who wishes to object must comply by filing an objection with the Court that includes the following:

1. State the case name and number (*In re: Bestway Above-Ground Pools Litigation*, Case No. 1:25-cv-09570);
2. Include the objector's full name, address, telephone number, and email address (if available);
3. Provide information sufficient to allow the Settlement Administrator to reasonably verify Settlement Class membership (such as approximate purchase date, retailer, model, or other identifying information reasonably available to the objector);
4. State the specific reasons for the objection;
5. State whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection;
6. Include any supporting papers, materials, or briefs that the objector wishes the Court to consider when reviewing the objection;
7. Include a statement on whether the objector and/or his or her counsel intend to appear at the Fairness Hearing;
8. Be signed by the Settlement Class Member (physically or electronically); and
9. If the objector is represented by counsel or received assistance from counsel, the objection must also identify the attorney and provide the attorney's name, address, telephone number, and email address.

Any response to an objection shall be filed with the Court no later than seven (7) days prior to the Fairness Hearing.

Any Settlement Class Member who fails to file and serve timely a written objection and notice of his or her intent to appear at the Fairness Hearing pursuant to the above Paragraph, as detailed in the Class Notice, shall not be permitted to object to the approval of the Settlement at the Fairness Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

(f). Appeal Bond. If an objector files a notice of appeal from the Final Approval Order, the Parties shall be entitled to seek an appeal bond pursuant to Federal Rule of Appellate Procedure 7, including amounts necessary to cover administrative costs, settlement administration expenses, and delay damages associated with the appeal.

(g). Waiver. Any Settlement Class Member who does not timely object in the manner described in the Class Notice and this Section waives any objection and may not be heard at the Final Approval Hearing and may not seek review by appeal or otherwise, except to the extent permitted by law.

(h). Appearance at Final Approval Hearing. Any objector who intends to appear at the Final Approval Hearing must file a notice of intent to appear by the Objection/Exclusion Deadline, consistent with the Court's Local Rules.

19. Stay. The Parties will request that the Court continue the stay of the Action pending final approval.

20. Effect if Settlement Does Not Become Effective. This Agreement is entered into solely for settlement purposes. If the Settlement is not finally approved or the Effective Date does

not occur, the Agreement shall be null and void, the Parties shall be restored to their respective positions as of immediately before execution, and the Settlement discussions and related materials shall not be admissible for any purpose except as necessary to enforce confidentiality obligations or as otherwise required by law. The Court's decision regarding the amount of attorneys' fees, costs, or service awards shall not, by itself, prevent the Settlement from becoming effective and shall not be grounds for termination.

21. Execution. This Agreement has no effect unless and until executed by all Parties.

VI. PLAN OF ALLOCATION OF CASH PAYMENTS

1. Settlement Administrator Report. No later than seven (7) days before the Final Approval Hearing, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel a report stating as current information regarding the following:

- a. The total number of Claims submitted and the total number of Approved Claims.
- b. The aggregate Cash Payment amount calculated for all Approved Claims without Valid Proof of Purchase.
- c. The aggregate Cash Payment amount calculated for all Approved Claims with Valid Proof of Purchase.
- d. The aggregate Cash Payment amount calculated for all Approved Claims (with and without Valid Proof of Purchase).
- e. The amount of the Net Settlement Fund.

2. Excess or Insufficient Funds in the Settlement Fund.

- a. The Settlement Administrator shall determine each authorized Claimant's payment based upon each Claimant's Claim Form and the total number of valid Claims in accordance with this Section.
- b. If, after calculating the payment amount for all valid Claims, value remains in the Net Settlement Fund, such remaining funds shall proportionately increase eligible Settlement Class Members' claimed relief for cash on a *pro rata* basis, up to a total Cash Payment amount equal to one times the amount already paid to Settlement Class Members; or until the Net Settlement Fund is exhausted, whichever occurs first.
- c. If the Net Settlement Fund is insufficient to pay both categories of Approved Claims (e.g., with and without Valid Proof of Purchase) at their calculated values, Approved Claims submitted without Valid Proof of Purchase shall be proportionately reduced on a *pro rata* basis as necessary so that Approved Claims submitted with Valid Proof of Purchase are paid first.
- d. If, after calculating the payment amount for the Approved Claims and for *pro rata* distributions, value remains in the Net Settlement Fund, such remaining funds shall become part of the Cy Pres Contribution Amount.

3. Public Statements. Any public statement by the Parties regarding Cash Payments available under the Settlement shall be consistent with and limited to the terms of the Court-approved Notice.

VII. ATTORNEYS' FEES, COST REIMBURSEMENT, AND SERVICE AWARDS

1. Fee, Cost, and Service Award Motion; Notice. No later than thirty-five (35) Days before the Objection/Exclusion Deadline, Class Counsel may file a motion seeking an award of attorneys' fees, Cost Reimbursement, and Service Awards, all to be paid from the Settlement Fund. The motion (and any supporting papers) shall be posted on the Settlement Website. The Notice shall provide that Class Counsel may apply for attorneys' fees not to exceed one-third (33 1/3%) of the Settlement Amount, exclusive of Settlement Administration Costs and Service Awards. Class Counsel may also seek a Cost Reimbursement of reasonable litigation costs incurred in prosecuting the Action through final approval, subject to the Court's approval.

2. Payment of Fee Award. Any Court-approved Fee Award shall be paid from the Settlement Fund no later than three (3) business days after the Effective Date, pursuant to a fee distribution list provided by Co-Lead Class Counsel and subject to completion of any required tax forms (including, as applicable, IRS Form W-9).

3. Fees and Costs Not a Condition of Settlement. The Court's determination to allow or disallow, in whole or in part, any application for attorneys' fees or Cost Reimbursement is not a material term of this Agreement and is not a condition of final approval or effectiveness of the Settlement.

4. Service Awards. Subject to Court approval, the Class Representatives may apply for Service Awards of up to Two Thousand Five Hundred Dollars (\$2,500.00) each, for a total not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00), in addition to any Cash Payment they may receive on an Approved Claim. Any Court-approved Service Awards shall be paid from the Settlement Fund within three (3) business days after the Effective Date, subject to completion of any required tax forms (including, as applicable, IRS Form W-9).

5. No Additional Payment Obligation. Any Service Awards paid under Section VII.4 shall be the only additional payments to the Class Representatives in their capacity as class representatives, beyond any Cash Payment on an Approved Claim. Defendants' total payment obligation remains limited to the Settlement Amount, as provided in Section III.

6. No Termination Based on Fee/Service Decisions. No order or proceeding relating to attorneys' fees, Cost Reimbursement, or Service Awards—including any appeal—shall operate to terminate this Agreement. To the extent permitted by law and consistent with Section V.18, an appeal challenging only attorneys' fees, costs, or service awards shall not delay distribution of Cash Payments to Settlement Class Members.

7. Arm's-Length Negotiations; No Tie to Non-Monetary Relief. The Parties represent that they did not discuss attorneys' fees, costs, or service awards until after agreement was reached on all material terms of Settlement Class relief. Any Fee Award shall be based solely on the Settlement Fund and shall not be based on or tied to any non-monetary relief.

VIII. RELEASES

1. Settlement of Released Claims. The obligations incurred pursuant to this Settlement Agreement constitute full and final disposition of the Action and of all Released Claims against the Released Parties.

2. Release by Settlement Class Members and Named Plaintiffs. Upon the Effective Date, each of the Releasing Parties—including the Named Plaintiffs and all Settlement Class Members who do not timely and properly request exclusion—shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. The release shall be binding on all

Releasing Parties regardless of whether they submit a Claim Form or receive a Cash Payment under this Settlement.

3. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing the Named Plaintiffs or Settlement Class Members, or any Named Plaintiffs or Settlement Class Members, in connection with or related in any manner to the litigation, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Service Awards to Named Plaintiffs.

4. **Claims Not Released.** Nothing in this Settlement Agreement releases:

- (a) claims to enforce the terms of this Settlement Agreement;
- (b) claims relating to personal injury, bodily injury, emotional distress, wrongful death, or any other physical or emotional harm allegedly arising from the Class Products;
- (c) claims based on conduct occurring after the Preliminary Approval Date; or
- (d) claims relating to the Pool Recall, including any claims or remedies enforceable through governmental action or administrative process.

5. **Unknown Claims; Section 1542 Waiver.** Upon the Effective Date, the Releasing Parties shall be deemed to have waived any and all provisions, rights, and benefits conferred by California Civil Code § 1542 and any similar law of any state or territory, to the extent permitted by law, with respect to the Released Claims. Notwithstanding the foregoing, nothing in this paragraph releases claims for personal injury, bodily injury, or wrongful death.

6. **No Admission.** This Settlement Agreement represents a compromise of disputed claims and shall not be construed as an admission or concession by any Party of any fact or liability, wrongdoing, fault, or violation of law.

7. This Agreement shall not constitute an endorsement by the Named Plaintiffs or Class Counsel of the sufficiency or validity of the Pool Recall.

IX. PRELIMINARY APPROVAL, FINAL APPROVAL ORDER AND JUDGMENT

1. **Settlement Class Certification for Settlement Purposes Only.** For purposes of this Settlement only, the Parties agree that the Court may certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3), appoint the Named Plaintiffs as Class Representatives, and appoint Class Counsel. Defendants expressly reserve all rights to oppose class certification in the event this Settlement does not become final. Certification of the Settlement Class for settlement purposes shall not constitute a finding that certification of a litigation class would be appropriate. Neither this Settlement Agreement nor any actions taken in connection with it shall be offered as evidence or construed as an admission regarding the propriety of class certification for litigation purposes.

2. **Motion for Preliminary Approval.** Promptly after execution of this Settlement Agreement, Class Counsel shall file a motion seeking Preliminary Approval of the Settlement. The motion will request that the Court:

- (a) Preliminarily approve the Settlement;
- (b) Certify the Settlement Class;
- (c) Appoint Class Representatives and Class Counsel;
- (d) Approve the Notice Plan;
- (e) Approve the Settlement Administrator;

- (f) Set deadlines for objections, exclusions, and claims; and
- (g) Schedule the Final Approval Hearing.

The Preliminary Approval Order shall also authorize the Parties, without further Court approval, to make non-material modifications to the Settlement Agreement or its implementing documents so long as such modifications do not materially alter the rights of the Settlement Class or the obligations of Defendants.

The Preliminary Approval Order shall further provide that, pending final approval of the Settlement, Settlement Class Members are enjoined from initiating or prosecuting any action asserting Released Claims.

3. Final Approval. Following the dissemination of Notice, Class Representatives shall move for Final Approval of the Settlement. The Final Approval Order and Final Judgment shall:

- a. Find that the Court has subject matter jurisdiction and personal jurisdiction over the Parties and Settlement Class Members;
- b. Certify the Settlement Class solely for the purposes of Settlement;
- c. Find, under Federal Rule of Civil Procedure 23(e), that the Settlement is fair, reasonable, and adequate, was entered into in good faith, and should be approved in all respects;
- d. Find that the Class Notice Program implemented pursuant to this Agreement: (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right

to appear at the Fairness Hearing and of their right to seek monetary and other relief, (iii) constituted reasonable, due, adequate and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and any other applicable law;

- e. Find that the Class Representatives and Class Counsel adequately represented the Settlement Class;
- f. Declare this Agreement and the Final Order and Judgment to be binding on and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release (as set forth in Section VIII) maintained by or on behalf of the Named Plaintiffs and all other Settlement Class Members, as well as their respective agents, heirs, executors or administrators, successors and assigns;
- g. Dismiss the Action with prejudice, and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;
- h. Adjudge that the Named Plaintiffs and the Settlement Class have conclusively compromised, settled, dismissed, and released any and all Released Claims against Defendants and the Released Parties;
- i. Approve payment of the Attorneys' Fees and Cost Reimbursement to Class Counsel and the Named Plaintiffs' Service Awards in a manner consistent with Section VII.
- j. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserve jurisdiction over the Settlement Administrator,

Defendants, the Named Plaintiffs, and the Settlement Class as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes;

- k. Provide that upon the Effective Date, the Named Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class, whether or not they return a Claim Form within the time and in the manner provided for, shall be barred from asserting any Released Claims against Defendants and/or any Released Parties, and any such Settlement Class Members shall have released any and all Released Claims as against Defendants and all Released Parties;
- l. Bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from (i) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims arising on or before the Preliminary Approval Date, and (ii) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on,

relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims arising on or before the Preliminary Approval Date, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency;

- m. Approve the Opt-Out List and determine that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment, unless the Person timely and validly revoked the exclusion request in accordance with this Agreement;
- n. Authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Agreement and all Exhibits hereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of the Parties or Settlement Class Members; and
- o. Grant such further relief as the Court deems appropriate to implement the Settlement.

4. Proposed Settlement Approval Schedule. Unless otherwise ordered by the Court, the Parties will seek the following schedule. All dates in the proposed schedule remain subject to the CAFA waiting period and the Court's calendar.

<u>Event</u>	<u>Deadline</u>
Motion for Preliminary Approval	April 30, 2026
CAFA Notice pursuant to 28 U.S.C. § 1715(b)	Within 10 Days of the filing of the motion for preliminary approval
Defendants to deposit anticipated costs of notice and administration with Settlement Administrator	Within 14 Days of the Preliminary Approval Date
Defendants provide Class Data to Settlement Administrator	No later than 14 days before the Notice Date.
Settlement Administrator establishes Notice Website and toll-free number for Parties' review	No later than twenty-one (21) days after the Preliminary Approval Date
Notice Date	Anticipated to be August 1, 2026
Application for Service Awards and Attorneys' Fees and Cost Reimbursement	September 25, 2026 (or 35 Days before objection deadline)
Objection & Exclusion Deadline	October 30, 2026 (or 90 Days after Notice Date)
Claims Deadline	October 30, 2026 (or 90 Days after Notice Date)
Final Approval Motion and response to any objections	November 13, 2026 (or 7 Days before Final Approval Hearing)
Settlement Administrator declaration regarding notice dissemination, claims, opt-outs, and objections	November 13, 2026 (or 7 Days before Final Approval Hearing)
Final Approval Hearing	November 20, 2026, or as soon thereafter as may be heard by the Court
Defendants to deposit remainder of Settlement Fund with Settlement Administrator	No later than one (1) business day after the Effective Date
Attorneys' Fee Award, Cost Reimbursement, and Service Award Issuance Date	No later than 3 business days after the Effective Date

X. MISCELLANEOUS PROVISIONS

1. Cooperation. The Parties agree to cooperate in good faith to implement the Settlement and to take all actions reasonably necessary to secure Court approval and defend the Settlement through any appeals.

2. Best Efforts to Obtain Approval. The Parties and their counsel agree to use their best efforts to obtain Preliminary Approval and Final Approval of the Settlement and to take all steps reasonably necessary to effectuate the Settlement. The Parties shall cooperate to address any objections and to implement the Settlement in accordance with the terms of this Agreement.

3. No Primary Drafter. The Parties acknowledge that this Settlement Agreement was negotiated at arm's length and jointly drafted by counsel for all Parties. Accordingly, no provision shall be construed more strictly against one Party as the drafter.

4. Settlement-Only Class Certification. The certification of the Settlement Class for settlement purposes shall not constitute an admission that certification of a litigation class would be appropriate. If this Settlement does not become final, the certification of the Settlement Class shall be void, and the Parties shall be restored to their positions as if the Settlement had not been negotiated.

5. Modification of Deadlines. The deadlines set forth in this Agreement may be modified by Court order or by written agreement of the Parties, subject to Court approval where required.

6. Headings. The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

7. Costs. Except as expressly provided in this Agreement, each Party shall bear its own attorneys' fees and costs.

8. **No Assignment.** The Releasing Parties represent that they have not assigned any Released Claims.

9. **Authority to Execute.** Each person executing this Agreement represents that they are fully authorized to execute the Agreement on behalf of the Party they represent.

10. **Construction.** This Agreement is the result of arm's-length negotiations among the Parties and shall not be construed against any Party. The Parties agree that the Settlement Agreement shall be interpreted to effectuate its purpose of providing benefits to the Settlement Class and resolving the Action.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, except to the extent federal law applies.

12. **Exhibits.** All exhibits are incorporated into this Agreement by reference.

13. **Variance Between Agreement and Exhibits.** In the event of any inconsistency between the terms of this Settlement Agreement and any exhibit, the terms of this Settlement Agreement shall control unless the Court orders otherwise.

14. **Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement between the Parties with respect to the Settlement.

15. **Advice of Counsel.** The Parties acknowledge that counsel has represented them and have entered this Agreement voluntarily.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

17. **No Waiver.** Failure to enforce any provision shall not constitute a waiver.

18. **Severability.** If any provision of this Agreement is determined to be invalid, the remaining provisions shall remain in full force and effect.

19. Media Communications. Prior to Final Approval, the Parties shall not issue public statements regarding the Settlement unless required by law or mutually agreed upon.

20. Counterparts. This Agreement may be executed in counterparts, including electronic signatures.

21. Retained Jurisdiction. The Court shall retain continuing jurisdiction over the administration and enforcement of this Settlement.

22. Notices. All notices to the Parties or counsel required by this Settlement Agreement will be made in writing and communicated by email and mail to the following addresses:

For Plaintiffs:

Rachel Soffin
PEARSON WARSHAW, LLP
15165 Ventura Blvd., Suite 400
Sherman Oaks, CA 91403
Tel: (818) 205-2815
rsoffin@pwfirm.com

Kevin Laukaitis
LAUKAITIS LAW LLC
954 Avenida Ponce De Leon
Suite 205, #10518
San Juan, PR 00907
Tel: (215) 559-6072
klaukaitis@laukaitislaw.com

For Defendants:

Jeffrey Margulies
NORTON ROSE FULBRIGHT US LLP
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
Tel: (213) 892-9311
Jeff.margulies@nortonrosefulbright.com

IT IS SO AGREED TO BY THE PARTIES:

DATED: 04 / 29 / 2026

By: 

Susana Castro
Plaintiff and Class Representative

DATED:

By: _____
Pete Piceno
Plaintiff and Class Representative

DATED:

By: _____
Shannon Gannon
Plaintiff and Class Representative

DATED:

By: _____
Leah Holloway
Plaintiff and Class Representative

DATED: 04 / 30 / 2026

By:  _____
Jamie DeSabio
Plaintiff and Class Representative

DATED:

By: _____
Katrina Hill
Plaintiff and Class Representative

DATED:

By: _____
Lisa Weeks
Plaintiff and Class Representative

DATED:

LAUKAITIS LAW LLC

Kevin Laukaitis
Class Counsel and Plaintiffs' Counsel

DATED:

By: Pete Piceno
Pete Piceno
Plaintiff and Class Representative

DATED:

By: _____
Shannon Gannon
Plaintiff and Class Representative

DATED:

By: _____
Leah Holloway
Plaintiff and Class Representative

DATED:

By: _____
Jamie DeSabio
Plaintiff and Class Representative

DATED:

By: _____
Katrina Hill
Plaintiff and Class Representative

DATED:

By: _____
Lisa Weeks
Plaintiff and Class Representative

DATED:

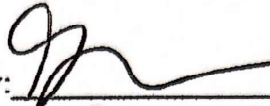
LAUKAITIS LAW LLC

Kevin Laukaitis
Class Counsel and Plaintiffs' Counsel

DATED:

By: _____
Pete Piceno
Plaintiff and Class Representative

DATED: 04-30-2026

By:  Shannon Gannon
Shannon Gannon
Plaintiff and Class Representative

DATED:

By: _____
Leah Holloway
Plaintiff and Class Representative

DATED:

By: _____
Jamie DeSabio
Plaintiff and Class Representative

DATED:

By: _____
Katrina Hill
Plaintiff and Class Representative

DATED:

By: _____
Lisa Weeks
Plaintiff and Class Representative

DATED:

LAUKAITIS LAW LLC

Kevin Laukaitis
Class Counsel and Plaintiffs' Counsel

DATED:

By: _____
Pete Piceno
Plaintiff and Class Representative

DATED:

By: _____
Shannon Gannon
Plaintiff and Class Representative

DATED: 29/04/2026

By:  _____
Leah Holloway (Apr 29, 2026 22:10:50 PDT)
Leah Holloway
Plaintiff and Class Representative

DATED:

By: _____
Jamie DeSabio
Plaintiff and Class Representative

DATED:

By: _____
Katrina Hill
Plaintiff and Class Representative

DATED:

By: _____
Lisa Weeks
Plaintiff and Class Representative

DATED:

LAUKAITIS LAW LLC

Kevin Laukaitis
Class Counsel and Plaintiffs' Counsel

DATED:

By: _____
Pete Piceno
Plaintiff and Class Representative

DATED:

By: _____
Shannon Gannon
Plaintiff and Class Representative

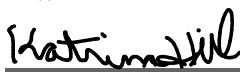
DATED:

By: _____
Leah Holloway
Plaintiff and Class Representative

DATED:

By: _____
Jamie DeSabio
Plaintiff and Class Representative

DATED:


By: Katrina Hill (Apr 29, 2026 19:23:22 PDT)
Katrina Hill
Plaintiff and Class Representative

DATED:


By: Lisa Weeks (Apr 29, 2026 17:43:42 PDT)
Lisa Weeks
Plaintiff and Class Representative

DATED: April 30, 2026

LAUKAITIS LAW LLC


Kevin Laukaitis
Class Counsel and Plaintiffs' Counsel

DATED: 04/30/2026

PEARSON WARSHAW, LLP



Rachel Soffin
Class Counsel and Plaintiffs' Counsel

DATED:

**BRYSON HARRIS SUCIU & DEMAY
PLLC**

Nick Suci III
Class Counsel and Plaintiffs' Counsel

DATED:

REESE LLP

Charles D. Moore
Class Counsel and Plaintiffs' Counsel

DATED:

SULTZER & LIPARI, PLLC

Jason P. Sultzer, Esq.
Class Counsel and Plaintiffs' Counsel

DATED:

SIRI & GLIMSTAD LLP

Leslie Pescia
Class Counsel and Plaintiffs' Counsel

DATED:

PEARSON WARSHAW, LLP

Rachel Soffin
Class Counsel and Plaintiffs' Counsel

DATED: April 30, 2026

**BRYSON HARRIS SUCIU & DEMAY
PLLC**



Nick Suci III
Class Counsel and Plaintiffs' Counsel

DATED:

REESE LLP

Charles D. Moore
Class Counsel and Plaintiffs' Counsel

DATED:

SULTZER & LIPARI, PLLC

Jason P. Sultzer, Esq.
Class Counsel and Plaintiffs' Counsel

DATED:

SIRI & GLIMSTAD LLP

Leslie Pescia
Class Counsel and Plaintiffs' Counsel

DATED:

PEARSON WARSHAW, LLP

Rachel Soffin
Class Counsel and Plaintiffs' Counsel

DATED:

**BRYSON HARRIS SUCIU & DEMAY
PLLC**

Nick Suci III
Class Counsel and Plaintiffs' Counsel

DATED: 4/30/2026

REESE LLP

DocuSigned by:

24ED78545E85488...
Charles D. Moore
Class Counsel and Plaintiffs' Counsel

DATED:

SULTZER & LIPARI, PLLC

Jason P. Sultzer, Esq.
Class Counsel and Plaintiffs' Counsel

DATED:

SIRI & GLIMSTAD LLP

Leslie Pescia
Class Counsel and Plaintiffs' Counsel

DATED:

PEARSON WARSHAW, LLP

Rachel Soffin
Class Counsel and Plaintiffs' Counsel

DATED:

**BRYSON HARRIS SUCIU & DEMAY
PLLC**

Nick Suci III
Class Counsel and Plaintiffs' Counsel

DATED:

REESE LLP

Charles D. Moore
Class Counsel and Plaintiffs' Counsel

DATED: April 30, 2026

SULTZER & LIPARI, PLLC

Jason P. Sultzer, Esq.
Class Counsel and Plaintiffs' Counsel

DATED:

SIRI & GLIMSTAD LLP

Leslie Pescia
Class Counsel and Plaintiffs' Counsel

DATED:

PEARSON WARSHAW, LLP

Rachel Soffin
Class Counsel and Plaintiffs' Counsel

DATED:

**BRYSON HARRIS SUCIU & DEMAY
PLLC**

Nick Suci III
Class Counsel and Plaintiffs' Counsel

DATED:

REESE LLP

Charles D. Moore
Class Counsel and Plaintiffs' Counsel

DATED:

SULTZER & LIPARI, PLLC

Jason P. Sultzer, Esq.
Class Counsel and Plaintiffs' Counsel

DATED:

SIRI & GLIMSTAD LLP

Leslie Pescia

Leslie Pescia
Class Counsel and Plaintiffs' Counsel

DATED: 4/30/26

HILGERS GRABEN PLLC


Alec Schultz
Class Counsel and Plaintiffs' Counsel

DATED:

By: _____
Printed Name: _____
Title: _____
Bestway (USA) Inc.
Defendant

DATED:

By: _____
Printed Name: _____
Title: _____
Bestway Inflatables & Material Corp.
Defendant

DATED:

By: _____
Printed Name: _____
Title: _____
Bestway (Hong Kong) International Ltd
Defendant

DATED:

NORTON ROSE FULBRIGHT US LLP

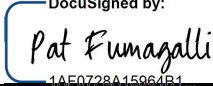
Jeffrey Margulies
Counsel for Defendants

DATED:

HILGERS GRABEN PLLC

Alec Schultz
Class Counsel and Plaintiffs' Counsel

DATED:

DocuSigned by:

By: _____
Printed Name: Pat Fumagalli
Title: Chairman & CSO
Bestway (USA) Inc.
Defendant

DATED:

By: _____
Printed Name: _____
Title: _____
Bestway Inflatables & Material Corp.
Defendant

DATED:

By: _____
Printed Name: _____
Title: _____
Bestway (Hong Kong) International Ltd
Defendant

DATED:

NORTON ROSE FULBRIGHT US LLP

Jeffrey Margulies
Counsel for Defendants

DATED:

HILGERS GRABEN PLLC

Alec Schultz
Class Counsel and Plaintiffs' Counsel

DATED:

By: _____
Printed Name: _____
Title: _____
Bestway (USA) Inc.
Defendant

DATED:

By: _____
Printed Name: _____
Title: _____
Bestway Inflatables & Material Corp.
Defendant

DATED:

By: _____
Printed Name: _____
Title: _____
Bestway (Hong Kong) International Ltd
Defendant

DATED: April 30, 2026

NORTON ROSE FULBRIGHT US LLP



Jeffrey Margulies
Counsel for Defendants

EXHIBIT A

Above-Ground Pool Settlement Administrator
PO Box XXXX
Baton Rouge, LA 70821

**Your Claim Form Must Be
Submitted On or Before
MM/DD/2026**

In re: Bestway Above-Ground Pools Litigation
United States District Court for the Northern District of Illinois (1:25-cv-09570)

CLAIM FORM INSTRUCTIONS

You may submit a claim form if you purchased a Class Product, for personal use and not for resale, before [preliminary approval date]. This Settlement does not release claims for personal injury or property damage and does not limit any rights under the Pool Recall.

Class Products include Bestway-branded pools 48 inches in height or taller with compression straps located outside of the support poles, sold from 2008 through [preliminary approval date]. **You must have purchased the pool from a retailer and not second-hand.**

If you are a Settlement Class Member, you are eligible to submit a Claim for a Cash Payment. **Only one claim is allowed per Settlement Class Household**, which is defined as a Settlement Class Member together with all Persons sharing the same residential address.

To obtain a Cash Payment, you must timely submit a completed Claim Form signed under attestation and provide the information listed on the Claim Form. **Claims submitted with Valid Proof of Purchase are eligible for a Cash Payment equal to 10% of either: (i) the actual price paid, as reflected in the Valid Proof of Purchase (e.g., receipt); or the Average Retail Price of the identified Class Product if no actual purchase price is reflected in the Valid Proof of Purchase. Claims submitted without Valid Proof of Purchase are eligible for a Cash Payment equal to \$40.**

Valid Proof of Purchase means objectively verifiable documentation showing purchase of a Class Product on or before [preliminary approval date], subject to verification by the Settlement Administrator. Examples may include, but are not limited to, store receipts, online purchase receipts, or any other contemporaneous record of purchase that is objectively verifiable.

For more information on what you may claim and how awards will be determined, please review the Settlement Agreement available on the Settlement Website, www.PoolSettlementbw.com.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE INFORMATION IN PARTS 1 THROUGH 3, AND YOU MUST SIGN THIS CLAIM FORM IN PART 4. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. **YOU MAY ALSO FILE YOUR CLAIM ONLINE AT WWW.POOLSETTLEMENTBW.COM.**

If you have questions about the benefits available to you or need assistance completing the Claim Form, you can ask for free help any time by contacting the Settlement Administrator at xxx-xxx-xxxx or by emailing info@poolsettlementBW.com.

PART 1: CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form. All fields are required.

First Name	Last Name	
Street Address		
City	State	Zip Code
Email Address	Phone Number	Settlement Claim ID (if known)

PART 2: ELIGIBILITY INFORMATION**Part 2A: Class Product Information**

You must provide information for questions 1 **and** 2 below. You must also provide information for **EITHER** questions 3 **or** 4 below.

1. Provide the Class Product Brand Name (**required**). (e.g. Power Steel, Steel Pro and Coleman Power Steel)

Brand Name: _____

2. Provide the Class Product dimensions (**required**).

Height (in inches): _____

Diameter (for round pools, in feet): _____

Width and length (for oval pools, in feet): _____

AND (responses to either 3 or 4 is required)

3. Provide the Class Product Model Number.

Model Number: _____

OR

4. Provide the Serial Number for the class product claimed (Serial numbers are typically located on the outside of the pool liner, often near the drain valve or the pump inlet/outlet.)

Serial Number: _____

Part 2B: Purchase Information

4. To the best of your ability, provide the approximate date you purchased the Class Product (**required**).

Date Purchased: ____/____/____ (MM/DD/YYYY)

5. To the best of your ability, provide the name of the retailer where you purchased the Class Product (**required**).

Retail Location: _____

6. Was the Class Product purchased for personal use or for resale (**required**)?

☐ Personal Use

☐ Resale

7. I am submitting Valid Proof of Purchase with my Claim submission.

☐ Yes

☐ No

By checking No above, I understand that I am only eligible for a Cash Payment of \$40, which may be subject to a *pro rata* adjustment.

PART 3: PAYMENT SELECTION

8A. If you submitted a Valid Proof of Purchase, please select one of the following payment options, which will be used should you be eligible to receive a settlement payment.

Preferred Payment Method: ☐ Venmo ☐ Zelle ☐ Check (sent to Part. I address)

8B. **If you select Venmo, or Zelle**, provide the mobile phone number or Email address associated with your Venmo, or Zelle account.

Mobile Number: _____

Email Address: _____

PART 4: ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided, is true and correct to the best of my knowledge. I understand that my Claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my Claim is considered complete and valid.

Signature

Printed Name

Date

THE EASIEST WAY TO SUBMIT YOUR CLAIM IS ONLINE AT www.PoolSettlementbw.com

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

Above-Ground Pool Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

The deadline to submit a Claim Form online is **Month DD, 2026**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **Month DD, 2026**.

EXHIBIT B

To:

From: Above-Ground Pools Settlement Administrator <notice@pnclassaction.com>

Subject: Legal Notice of Class Action Settlement

If you purchased a 48-inch or taller Bestway above-ground pool with straps running to the outside of the vertical legs since 2008, you may be entitled to benefits from a class action Settlement.

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

This notice is only a summary of the key Settlement terms. The Settlement Agreement and Long Form Notice are available on the Settlement Website at www.PoolSettlementBW.com or by calling 1-XXX-XXX-XXXX.

A proposed settlement has been reached in a class action lawsuit against Bestway (USA) Inc. (“Bestway USA”), Bestway Inflatables & Material Corp. (“Bestway Inflatables”), and Bestway (Hong Kong) International Ltd (“Bestway Hong Kong”) (collectively “Bestway” or “Defendants”) relating to an alleged safety defect that creates a potential drowning hazard. The case is titled *In re: Bestway Above-Ground Pools Litigation*, No. 1:25-cv-09570 (N.D. Ill.). The settlement is not an admission of liability and does not release claims for personal injury or property damage. Additionally, nothing in this agreement modifies, limits, or extinguishes the July 21, 2025 Recall related to the at-issue Pools, which remains in effect independent of this Settlement, and which is neither endorsed by nor incorporated into this Settlement.

Who is included in the Settlement?

You are part of the Settlement Class if you purchased for personal use and not for resale from a store or other commercial retailer—not second-hand, a Bestway-branded pool 48 inches in height or taller (including Power Steel and Steel Pro models) with compression straps located outside of the support poles, sold between 2008 and 2024.

What are the Settlement benefits?

The Settlement makes available to Settlement Class Members \$15,000,000, which is structured to cover and include payments and distributions to eligible Settlement Class Members, Notice and Administrative Costs, Attorneys’ Fees and Expenses (not to exceed one-third of the Settlement Amount), and Service Awards of \$2,500 to each of the named Plaintiffs.

How do I receive a payment from the Settlement?

Settlement Class Members must submit a Claim Form online at www.PoolSettlementBW.com or by mail postmarked by **Month DD, 2026** to the Settlement Administrator at Bestway Settlement Administrator, P.O. Box XXXX, Baton Rouge, LA 70821. Claim forms are also available by calling 1-XXX-XXX-XXX or by emailing **Email Address**. Class Members who submit a Valid Claim will have several electronic payment options to choose from, or you can elect to receive a check.

What are my options?

Submit a Claim Form: If you submit a Claim Form, you may receive a monetary award but will not be able to sue or continue to sue the Defendants about the claims resolved by this Settlement.

Exclude Yourself: If you do not want to be legally bound by the Settlement, you must exclude yourself; you will not receive any monetary Settlement benefits, but you will keep your right to sue the Defendants in a separate lawsuit about the claims resolved by this Settlement.

Object: If you do not exclude yourself, you can object to the Settlement. Any Settlement Class Member who does not submit a timely and valid objection gives up the right to object or to speak at the Final Approval Hearing. You will be bound by the Settlement Agreement, and will no longer be able to make any objection to the Settlement.

Complete details on how to exclude yourself or object to the Settlement are available at www.PoolSettlementBW.com. The deadline to exclude yourself or object is **Month DD, 2026**.

Do Nothing: If you do nothing, you will remain in the class, you will not be eligible for monetary benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendants for the claims resolved by this Settlement.

Has the Court approved the Settlement?

No. The Court will hold a Final Approval Hearing on **Month DD, 2026, at XX:XX a.m/p.m., CDT**, before the Honorable Lindsey C. Jenkins of the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Courtroom 2119, Chicago, IL 60604, to determine whether the Settlement is fair, reasonable, and adequate, and to consider attorney Fee Awards and Service Awards (\$2,500 each) to the Settlement Class Representatives. Class Counsel's Motion for Attorney Fee Awards will be available on the Settlement Website after it is filed with the Court. If there are objections, the Court will consider them.

You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but it is not required. You do not need to attend the hearing to receive benefits.

How do I get more information?

This notice is only a summary. For additional information, please visit www.PoolSettlementBW.com or call toll-free **1-XXX-XXX-XXXX**. You may also write to the Settlement Administrator at Bestway Settlement Administrator, P.O. Box **XXXX**, Baton Rouge, LA 70821.

Above-Ground Pools Settlement Administrator
PO Box XXX
Baton Rouge, LA 70821
UNSUBSCRIBE

EXHIBIT C

What are the Settlement benefits? The Settlement makes available to Settlement Class Members \$15,000,000, which is structured to cover and include payments and distributions to eligible Settlement Class Members, Notice and Administrative Costs, Attorneys' Fees and Expenses (not to exceed one-third of the Settlement Amount), and Service Awards of \$2,500 to each of the named Plaintiffs.

How do I receive a payment from the Settlement? Settlement Class Members must submit a Claim Form online at www.PoolSettlementBW.com or by mail postmarked by **Month DD, 2026** to the Settlement Administrator at Bestway Settlement Administrator, P.O. Box XXXX, Baton Rouge, LA 70821. Claim forms are also available by calling 1-XXX-XXX-XXX or by emailing [Email Address]. Class Members who submit a Valid Claim will have several electronic payment options to choose from, or you can elect to receive a check.

What are my options? Submit a Claim Form: If you submit a Claim Form, you may receive a monetary award but will not be able to sue or continue to sue the Defendants about the claims resolved by this Settlement. **Exclude Yourself:** If you do not want to be legally bound by the Settlement, you must exclude yourself; you will not receive any monetary Settlement benefits, but you will keep your right to sue the Defendants in a separate lawsuit about the claims resolved by this Settlement. **Object:** If you do not exclude yourself, you can object to the Settlement. Any Settlement Class Member who does not submit a timely and valid objection gives up the right to object or to speak at the Final Approval Hearing. You will be bound by the Settlement Agreement, and will no longer be able to make any objection to the Settlement. **Do Nothing:** If you do nothing, you will remain in the class, you will not be eligible for monetary benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendants for the claims resolved by this Settlement.

Complete details on how to exclude yourself or object to the Settlement are available at www.PoolSettlementBW.com. The deadline to exclude yourself or object is **Month DD, 2026**.

Has the Court approved the Settlement? No. The Court will hold a Final Approval Hearing on **Month DD, 2026, at XX:XX a.m/p.m., CDT**, before the Honorable Lindsey C. Jenkins of the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Courtroom 2119, Chicago, IL 60604, to determine whether the Settlement is fair, reasonable, and adequate, and to consider attorney Fee Awards and Service Awards (\$2,500 each) to the Settlement Class Representatives. Class Counsel's Motion for Attorney Fee Awards will be available on the Settlement Website after it is filed with the Court. If there are objections, the Court will consider them.

You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but it is not required. You do not need to attend the hearing to receive benefits.

How do I get more information? This notice is only a summary. For additional information, please visit www.PoolSettlementBW.com or call toll-free 1-XXX-XXX-XXXX. You may also write to the Settlement Administrator at Bestway Settlement Administrator, P.O. Box XXXX, Baton Rouge, LA 70821.

www.PoolSettlementBW.com

Court-Approved Legal Notice

If you purchased a 48-inch or taller Bestway above-ground pool with straps running to the outside of the vertical legs since 2008, you may be entitled to benefits from a class action Settlement.

A Court has authorized this notice. This is ___ a solicitation from a lawyer.

This notice is only a summary of the key Settlement terms. The Settlement Agreement and Long Form Notice are available on the Settlement Website at www.PoolSettlementBW.com or by calling 1-XXX-XXX-XXXX.

A proposed settlement has been reached in a class action lawsuit against Bestway (USA) Inc. (“Bestway USA”), Bestway Inflatables & Material Corp. (“Bestway Inflatables”), and Bestway (Hong Kong) International Ltd (“Bestway Hong Kong”) (collectively “Bestway” or “Defendants”) relating to an alleged safety defect that creates a potential drowning hazard. The case is titled *_____*, No. 1:25-cv-09570 (N.D. Ill.). The settlement is not an admission of liability and does not release claims for personal injury or property damage. Additionally, nothing in this agreement modifies, limits, or extinguishes the July 21, 2025 Recall related to the at-issue Pools, which remains in effect independent of this Settlement, and which is neither endorsed by nor incorporated into this Settlement.

Who is included in the Settlement? You are part of the Settlement Class if you purchased for personal use and not for resale from a store or other commercial retailer—not second-hand, a Bestway-branded pool 48 inches in height or taller (including Power Steel and Steel Pro models) with compression straps located outside of the support poles, sold between 2008 and 2024.

Bestway Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821



ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID [ID]
[FIRST NAME] [LAST NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

FE40

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re: Bestway Above-Ground Pools Litigation, No. 1:25-cv-09570

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

If you purchased a Bestway above-ground pool between 2008 and 2024 that is 48 inches or taller with compression straps running on the outside of the vertical support legs, you may be entitled to benefits from a class action Settlement.

A Court has authorized this notice.

*You are **not** being sued. This is **not** a solicitation from a lawyer.*

- A \$15,000,000 settlement has been reached in a class action lawsuit against Bestway (USA) Inc. (“Bestway USA”), Bestway Inflatables & Material Corp. (“Bestway Inflatables”), and Bestway (Hong Kong) International Ltd (“Bestway Hong Kong”) (collectively “Bestway” or “Defendants”).
- The settlement relates to an alleged safety defect in Bestway above-ground pool models sold between 2008 and 2024, including Power Steel, Steel Pro and Coleman Power Steel above-ground pools that are 48 inches or taller in height with compression straps running on the outside of the vertical support legs of the pool, which create a potential drowning hazard. The Settlement does not release claims for personal injury or property damage; nor does it release or affect any claims for personal injury or wrongful death and does not limit any rights under the Pool Recall. Without any admission of fault, Defendants have agreed to the Settlement to avoid the costs and risks associated with continuing this case.
- You are part of the Settlement Class if you are a person in the United States, its territories, and/or the District of Columbia who purchased for personal use and not for resale, a Bestway-branded pool 48 inches in height or taller (including Power Steel, Steel Pro and Coleman Power Steel models) with compression straps located outside of the support poles, sold from 2008 through 2024. (“Class Products”)
- Under the terms of the Settlement, all Settlement Class Members who timely submit a Valid Claim Form for the purchase of their Class Product are eligible to receive a Cash Payment.
- Your rights are affected whether you act or do not act. Please read this Notice carefully.

This notice may affect your rights. Please read it carefully.

Questions? Go to www.PoolSettlementBW.com or call 1-XXX-XXX-XXXX

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM	The only way to get monetary Settlement benefits is to submit a valid and timely Claim Form for an Approved Claim. You can submit your Claim Form online at www.PoolSettlementBW.com or download the Claim Form from the Settlement Website and mail it to the Claims Administrator. You may also call or email the Claims Administrator to receive a paper copy of the Claim Form.	Submitted online or Postmarked by Month DD, 2026
OPT-OUT OF THE SETTLEMENT	Get no monetary Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by Month DD, 2026
OBJECT TO THE SETTLEMENT	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it. If you object, you may also file a claim for a payment.	Postmarked by Month DD, 2026
DO NOTHING	Get no monetary Settlement benefits. Be bound by the Settlement, and give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. Non-participation in this Settlement does not limit any rights under the Pool Recall, which this Settlement does not incorporate nor endorse.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

FOR QUESTIONS ABOUT THE SETTLEMENT OR INSTRUCTIONS ON SUBMITTING A CLAIM, OBJECTING, OR OPTING OUT, PLEASE VISIT WWW.POOLSETTLEMENTBW.COM OR CALL TOLL-FREE.

WHAT THIS NOTICE CONTAINS

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The Settlement Benefits—What You Get if You Qualify	4
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Questions? Go to www.PoolSettlementBW.com or call 1-XXX-XXX-XXXX

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Lindsey C. Jenkins of the United States District Court for the Northern District of Illinois is overseeing this class action. The lawsuit is known as *In re: Bestway Above-Ground Pools Litigation*, No. 1:25-cv-09570 (“Action”). The persons who filed this Action are called the “Plaintiffs” and/or “Class Representatives” and the companies sued, Bestway USA, Bestway Inflatables, and Bestway Hong Kong, are called the “Defendants.”

2. What is this Action about?

This class action lawsuit alleges Bestway-branded above-ground pools sold between 2008 and 2024, that are 48 inches or taller with compression straps running on the outside of the vertical support legs of the pool, create a potential drowning hazard. The complaint further alleges that the voluntary recall issued by Bestway in conjunction with the United States Consumer Product Safety Commission (“CPSC”) was inadequate because it did not offer a monetary remedy.

Defendants deny that their pools are defective and deny any wrongdoing or liability. The Court has not decided who is right. Instead, Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the Action.

3. Why is the Action a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, the people included in the class action are called a “class” or “class members.” If the plaintiffs and defendants reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

The proposed Class Representatives in this lawsuit are Plaintiffs Susana Castro, Pete Piceno, Shannon Gannon, Leah Holloway, Jamie DeSabio, Amy Razzano, Katrina Hill, and Lisa Weeks.

4. Why is there a Settlement?

Plaintiffs and Defendants do not agree about the legal claims made in the Action. The Action has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to settle the Action. The Class Representatives believe the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the Action.

Questions? Go to www.PoolSettlementBW.com or call 1-XXX-XXX-XXXX

Nothing in this Agreement modifies, limits, or extinguishes the Pool Recall of July 21, 2025, which remains in effect independent of this Settlement, and which is neither endorsed by nor incorporated into this Settlement.

WHO IS INCLUDED IN THE SETTLEMENT?

To see if you will get money from this Settlement, you first have to decide if you are a Settlement Class Member.

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

The Settlement Class includes all persons in the United States, its territories, and/or the District of Columbia who purchased, for personal use and not for resale, a Bestway-branded pool that is 48 inches or taller in height (including Power Steel and Steel Pro models) with compression straps located outside of the support poles, sold from 2008 through 2024.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (1) the presiding judge and immediate family; (2) Defendants and their respective parents, subsidiaries, affiliates, and their current and former officers, directors, employees, agents, and counsel; (3) Persons who timely and properly Opt-Out; (4) successors/assigns of excluded Persons; (5) wholesalers, distributors, or retailers of the Class Products; (6) second-hand purchasers; and (7) Class Counsel.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.PoolSettlementBW.com, call the Settlement Administrator's toll-free telephone number at 1-XXX-XXX-XXXX, or write to the Settlement Administrator at:

Bestway Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If the Settlement is approved by the Court, Defendants will pay \$15,000,000 into a Settlement Fund to pay Cash Awards, Notice and Administration Costs, Attorneys' Fees and Costs, and Service Awards. Class Members who submit a Valid Claim in accordance with Section 5.6 of the Settlement Agreement could receive the following payment:

- **Valid Proof of Purchase.** If you provide a Valid Proof of Purchase, you can receive a payment equal to ten percent (10%) of either: (i) the actual price paid as reflected in the Valid Proof of Purchase (e.g., receipt); or (ii) the Average Retail Price of the identified Class Product if no actual purchase price is reflected in the Valid Proof of Purchase.

Questions? Go to www.PoolSettlementBW.com or call 1-XXX-XXX-XXXX

- **Without Valid Proof of Purchase.** Claimants without Valid Proof of Purchase shall receive a Cash Payment of Forty Dollars (\$40.00).

You must submit a timely and signed Valid Claim Form to be eligible to receive a Cash Payment.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendants, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.” This settlement does not limit any rights under the Pool Recall.

10. What are the Released Claims?

The Settlement Agreement in Section 8 describes the Release and the Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.PoolSettlementBW.com or in the public Court records on file in this lawsuit. For questions regarding the Release and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense. The Released Claims **do not include** claims relating to personal injury, bodily injury, emotional distress, wrongful death, or any other physical or emotional harm allegedly arising from the Class Products, and does not limit any rights under the Pool Recall or release any claims relating to the Pool Recall, including any claims or remedies enforceable through governmental action or administrative process.

HOW TO GET BENEFITS FROM THE SETTLEMENT – MAKING A CLAIM

11. How do I make a claim for Settlement benefits and what is the deadline to submit a claim?

To receive any of the benefits described in Question 8 and detailed further in the Settlement Agreement, you must submit Claim Form, **postmarked or submitted online by Month DD, 2026**. Claim Forms may be submitted online at www.PoolSettlementBW.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a claim is online. Claim Forms are also available by calling **1-XXX-XXX-XXXX** or by writing to:

Bestway Settlement Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821

Claim Forms must be submitted online or mailed and postmarked by Month DD, 2026.

Questions? Go to www.PoolSettlementBW.com or call **1-XXX-XXX-XXXX**

12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-XXX-XXX-XXXX or by writing to:

Bestway Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

The Court has scheduled a Fairness Hearing for the Settlement of this case on _____, at _____. CT to consider: (1) whether to approve the Settlement; (2) any objections; (3) the requests for Service Payments to the Named Plaintiffs; and (4) the request for an award of Attorneys' Fees and Costs to Class Counsel for their work in this litigation. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments cannot be distributed until the Court grants Final Approval of the Settlement and after any appeals are resolved.

The briefs and declarations in support of the Final Approval of the Settlement and the requests described above will be posted on the Settlement Website at www.PoolSettlementBW.com after they are filed. You may ask to appear at the hearing, but you do not have to appear. The date and time of the Fairness Hearing is also subject to modification by the Court. Please review the Settlement Website for any updated information regarding the final hearing.

14. How will I receive my payment?

Class Members who submit a Valid Claim will have several electronic payment options to choose from, or you can elect to receive a check. Please ensure you have provided a current and complete email address if you elected to receive an electronic payment. If you select a paper check, the Settlement Administrator will attempt to send you a check to the physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court appointed Kevin Laukaitis of Laukaitis Law LLC, and Rachel Soffin of Pearson Warshaw, LLP, as Interim Co-Lead Class Counsel, and an Executive Committee, including Leslie Pescia of Siri Glimstad, Nick Suci of Bryson Harris Suci & DeMay PLLC, Charles D. Moore of Reese, LLP, Jason Sultzer of Sultzer & Lipari, PLLC, and Alec Schultz of Hilgers Graben PLLC to represent you and the Settlement Class for the purposes of this Settlement.

You do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel may be contacted at the following addresses and phone numbers:

Questions? Go to www.PoolSettlementBW.com or call 1-XXX-XXX-XXXX

Kevin Laukaitis Laukaitis Law LLC 954 Avenida Ponce De León Suite 205, #10518 San Juan, Puerto Rico 00907 Tel: (215) -789-4462 klaukaitis@laukaitislaw.com	Rachel Soffin Pearson Warshaw, LLP 15165 Ventura Blvd., Suite 400 Sherman Oaks, CA 91403 Tel: (818) 205-2815 rsoffin@pwfirm.com	Leslie Pescia Siri Glimstad 745 Fifth Avenue, Suite 500 New York, NY 10151 T: (212) 532-1091 lpescia@sirillp.com
Nick Suci Bryson, Harris, Suci, Demay PLLC 6905 Telegraph Rd., Suite 115 Bloomfield Hills, MI 48301 Tel: (616) 678-3180 nsuci@brysconpllc.com	Charles D. Moore Reese, LLP 121 N. Washington Ave. 2nd Floor Minneapolis, Minnesota 55401 (212) 643-0500 cmoore@reesellp.com	Jason Sultzer Sultzer & Lipari, PLLC 85 Civic Center Plaza, Suite 200 Poughkeepsie, NY 12601 Tel: (845) 483-7100 sultzerj@thesultzerlawgroup.com
Alec Schultz HILGERS GRABEN PLLC 1221 Brickell Avenue, Suite 900 Miami, FL 33131 aschultz@hilgersgraben.com		

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award a reasonable proportion of the Settlement Fund as payment of any reasonable attorneys' fees and costs. Class Counsel may apply for attorneys' fees not to exceed one-third (33 1/3%) of the Settlement Amount, exclusive of Settlement Administration Costs and Service Awards. Class Counsel may also seek a Cost Reimbursement of reasonable litigation costs incurred in prosecuting the Action through final approval, subject to the Court's approval. The Court may award less than the amount requested.

Class Counsel will also request approval of service awards of Two Thousand Five Hundred Dollars (\$2,500.00) to each of the Class Representatives, in addition to any Cash Payment they may receive on an Approved Claim.

If awarded by the Court, the Settlement Administrator will pay attorneys' fees, litigation expenses, and service awards out of the Settlement Fund.

Class Counsel's motion for attorneys' fees, litigation expenses, and service awards will be made available on the Settlement Website at www.PoolSettlementBW.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

Questions? Go to www.PoolSettlementBW.com or call 1-XXX-XXX-XXXX

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice, or submit electronically on the Settlement Website, a request to opt out. The written notice must include the following information:

- (1) The name of the proceedings titled *In re: Bestway Above-Ground Pools Litigation*, No. 1:25-cv-09570.
- (2) Your full name, telephone, and current address.
- (3) Contain a statement that you purchased a Class Product.
- (4) Contain a clear statement that you wish to be excluded from the Settlement Class, such as the following example: “I request to be excluded from the Settlement Class in *In re: Bestway Above-Ground Pools Litigation*.”
- (5) Your physical signature as a Settlement Class Member.

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. You may only exclude yourself – not any other person. Any Settlement Class Member who does not file a timely Request for Exclusion will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. **You cannot opt out by telephone.**

Your request for exclusion must be submitted **online** at www.PoolSettlementBW.com or via **U.S. mail** at the address below:

Bestway Settlement Administrator
Exclusions
P.O. Box XXXXX
Baton Rouge, LA 70821

If submitted electronically, the opt-out must be submitted no later than **11:59 p.m. CT on or before** _____, **2026**.

If submitted by U.S. mail, the written request to opt-out must be postmarked no later than _____, **2026**.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where an opt out has not been signed by each and every individual Settlement Class Member will not be allowed.

18. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

19. If I do not opt out, can I sue Defendants for the same thing later?

No. Unless you opt out, you give up any right to sue Defendants and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Action. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendants or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

Questions? Go to www.PoolSettlementBW.com or call 1-XXX-XXX-XXXX

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

The objection must also include all of the following information:

- (i) Identify the case name and number.
- (ii) The Settlement Class Member's full name, current mailing address, telephone number, and email address (if available).
- (iii) Provide information sufficient to reasonably verify Settlement Class membership (such as approximate purchase date, retailer, model, or other identifying information reasonably available to the objector)
- (iv) A statement that states with specificity the grounds for the objection.
- (v) A statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class.
- (vi) Include any documents supporting the objection.
- (vii) A statement regarding whether the Settlement Class Member (or their attorney) intends to appear at the Final Approval Hearing.
- (viii) The signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney.
- (ix) If the objector is represented by counsel or received assistance from counsel, the objection must also identify the attorney and provide the attorney's name, address, telephone number, and email address.

To object, you must mail or file via the Court's ECF system a timely, written objection stating that you object. To be timely, Settlement Class Members must electronically file via the Court's ECF system, or deliver to the Clerk of the Court, by mail, express mail, or personal delivery, a written notice of objection at the following address:

United States District Court, Northern District of Illinois
Clerk's Office
Dirksen U.S. Courthouse
ATTN: Bestway Settlement Objections
219 S. Dearborn Street Chicago, IL 60604

Objections must be **postmarked (if mailed) or electronically filed with the Court by Month DD, 2026.**

You or your attorney may speak at the Fairness Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Fairness Hearing, as well as a description of any evidence the objecting Settlement Class Member may offer at the Fairness Hearing and copies of any exhibits the objecting Settlement Class Member may introduce at the Fairness Hearing.

Any Settlement Class Member who fails to file and serve timely a written objection and notice of his or her intent to appear at the Fairness Hearing, as detailed above, shall not be permitted to object to the approval of the Settlement at the Fairness Hearing and shall be foreclosed from seeking any review

Questions? Go to www.PoolSettlementBW.com or call 1-XXX-XXX-XXXX

of the Settlement or the terms of the Agreement by appeal or other means, and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about some aspect of the Settlement. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month DD, 2026, at XX:00 a.m./p.m. CDT**, before the Honorable Lindsey C. Jenkins of the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Courtroom 2119, Chicago, IL 60604.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' Fee Awards and Service Awards. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The Court may opt to hold the hearing in person, via Zoom, or via conference call, or may determine that a hearing is not necessary. Additionally, the date and time of the Final Approval Hearing are subject to change. These details and any changes will be posted at www.PoolSettlementBW.com.

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, provided you have properly submitted an objection using the process described above, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any monetary Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendants, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Action. You will not give up any rights under the Pool Recall solely by failing to act under this Settlement.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.PoolSettlementBW.com, by calling 1-XXX-XXX-XXXX or by writing to:

Bestway Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK’S OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.PoolSettlementBW.com or call 1-XXX-XXX-XXXX

EXHIBIT E

Model Number	Brand	Product
56088	Steel Pro	12'x48" S/P Frame Pool Set
56087	Steel Pro	12'x48" Steel Pro Frame Pool Set
56361	Steel Pro	12'x48" Steel Pro Frame Pool Set
56348	Power Steel	14'x48" Power Steel Frame Pool Set
56265	Steel Pro	14'x48" Steel Pro Frame Pool Set
56347	Steel Pro	15'x42" Steel Pro Frame Pool Set
11726	Steel Pro	15'x48" S/P Frame Pool Set
13963	Steel Pro	15'x48" Steel Pro Frame Pool Set
56099	Steel Pro	15'x48" Steel Pro Frame Pool Set
56362	Steel Pro	15'x48" Steel Pro Frame Pool Set
13954	Power Steel	16' x 48"/4.88m x 1.22m Power Steel Frame Pool Set
56268	Power Steel	16'x48" Power Steel Frame Pool Set
90321	Power Steel	16'x48" Power Steel Frame Pool Set
13955	Power Steel	18'x48" Power Steel Frame Pool Set
90323	Power Steel	18'x48" Power Steel Frame Pool Set
12602	Steel Pro	18'x48" Steel Pro Frame Pool Set
56150	Steel Pro	18'x48" Steel Pro Frame Pool Set
56234	Power Steel	18'x52" Power Steel Frame Pool Set
56352	Power Steel	18'x52" Power Steel Frame Pool Set
56184	Steel Pro	18'x52" S/P Frame Pool Set
13890	Power Steel	22' x 52"/6.71m x 1.32m CM Power Steel Frame Pool Set 2 of 3
13889	Power Steel	22'x52" CM Power Steel Frame Pool Set 1 of 3
13891	Power Steel	22'x52" CM Power Steel Frame Pool Set 3 of 3
90331	Power Steel	22'x52" Power Steel Frame Pool Set
13749	Power Steel	26' x 52"/7.93m x 1.32m Power Steel Frame Pool Set Box 1 of 2
13750	Power Steel	26' x 52"/7.93m x 1.32m Power Steel Frame Pool Set Box 2 of 2
90338	Power Steel	26'x52" Power Steel Frame Pool Set
56446	Power Steel	Bestway 14' x 48"/4.27m x 1.22m Frame Pool Set
56440	Steel Pro	Bestway 15' x 48"/4.57m x 1.22m Steel Pro Frame Pool Set
56391	Power Steel	Bestway 18' x 48"/5.49m x 1.22m Frame Pool Set
90385	Coleman Power Steel	Bestway 18' x 48"/5.49m x 1.22m Frame Pool Set

56400	Power Steel	Bestway 18' x 52"/5.49m x 1.32m Frame Pool Set
56389	Power Steel	Bestway 20' x 48"/6.10m x 1.22m Frame Pool Set
56393	Power Steel	Bestway 24' x 52"/7.32m x 1.32m Frame Pool Set
56394	Power Steel	Bestway 24' x 52"/7.32m x 1.32m Frame Pool Set
56396	Power Steel	Bestway 26' x 52"/7.93m x 1.32m Frame Pool Set
56395	Power Steel	Bestway 26' x 52"/7.93m x 1.32m Power Steel Frame Pool Set
90395	Power Steel	Coleman Power Steel 14' x 42"/4.27m x 1.07m Pool Set
90469	Power Steel	Coleman Power Steel 16' x 10' x 48"/4.88m x 3.05m x 1.22m Oval Pool Set
90396	Power Steel	Coleman Power Steel 16' x 48"/4.88m x 1.22m Pool Set
90458	Power Steel	Coleman Power Steel 18' x 48" Pool Set
90423	Power Steel	Coleman Power Steel 18' x 48" Swim Vista Series Pool Set
90492	Power Steel	Coleman Power Steel 20' x 10' x 48"/6.10m x 3.05m x 1.22m Swim Vista Series Oval Pool Set
90484	Power Steel	Coleman Power Steel 20' x 12' x 48"/6.10m x 3.66m x 1.22m Comfort Jet Series Oval Pool Set
90377	Power Steel	Coleman Power Steel 20' x 48"/6.10m x 1.22m Pool Set
90425	Power Steel	Coleman Power Steel 22' x 52" Pool Set
90536	Power Steel	Coleman Power Steel 22' x 52" Swim Vista Series Pool Set
90389	Power Steel	Coleman Power Steel 22' x 52"/6.71m x 1.32m Pool Set
90384	Power Steel	Coleman Power Steel 24' x 52"/7.32m x 1.32m Pool Set
90495	Power Steel	Coleman Power Steel 24' x 52"/7.32m x 1.32m Pool Set
90444	Power Steel	Coleman Power Steel 26' x 12' x 52"/7.92m x 3.66m x 1.32m Oval Pool Set
90387	Power Steel	Coleman Power Steel 26' x 52"/7.93m x 1.32m Pool Set
90426	Power Steel	Coleman Power Steel 26'x52" Deluxe Series Pool Set
15020	Coleman Power Steel	Coleman Power Steel Swim Vista Series 18'x48"
561JT	Power Steel	Platinum Series Power Steel 20' x 12' x 48"/6.10m x 3.66m x 1.22m Oval Pool Set
5611V	Power Steel	Platinum Series Power Steel 22' x 12' x 48"/6.71m x 3.66m x 1.22m Oval Pool Set
5615G	Power Steel	Platinum Series Power Steel 22' x 12' x 48"/6.71m x 3.66m x 1.22m Oval Pool Set
56907	Power Steel	Power Steel 14' x 42"/4.27m x 1.07m Pool Set
13913	Power Steel	Power Steel 14' x 48"/4.27m x 1.22m Pool Set
14498	Power Steel	Power Steel 14' x 48"/4.27m x 1.22m Pool Set
56445	Power Steel	Power Steel 14' x 48"/4.27m x 1.22m Pool Set
13876	Power Steel	Power Steel 14' x 48"/4.27m x 1.22m Power Steel Frame Pool Set
12751	Steel Pro	Power Steel 14'x48" Pool
56453	Power Steel	Power Steel 16' x 48"/4.88m x 1.22m Pool Set

56491	Power Steel	Power Steel 16' x 48"/4.88m x 1.22m Pool Set
56909	Power Steel	Power Steel 16' x 48"/4.88m x 1.22m Pool Set
56965	Power Steel	Power Steel 16' x 48"/4.88m x 1.22m Pool Set
56955	Power Steel	Power Steel 16' x 48"/4.88m x 1.22m Swim Vista Frame Pool Set
13938	Power Steel	Power Steel 16'x48" /4.88m x 1.22m Frame Pool Set
13429	Power Steel	Power Steel 16'x48" Pool
15431	Power Steel	Power Steel 18' x 48"/5.49m x 1.22m Frame Pool Set
56398	Power Steel	Power Steel 18' x 48"/5.49m x 1.22m Frame Pool Set
561DY	Power Steel	Power Steel 18' x 48"/5.49m x 1.22m Pool Set
561EN	Power Steel	Power Steel 18' x 48"/5.49m x 1.22m Pool Set
14499	Power Steel	Power Steel 18' x 52"/5.49m x 1.32m Frame Pool Set
14546	Power Steel	Power Steel 18' x 52"/5.49m x 1.32m Frame Pool Set
56399	Power Steel	Power Steel 18' x 52"/5.49m x 1.32m Pool Set
56884	Power Steel	Power Steel 18' x 52"/5.49m x 1.32m Pool Set
14259	Power Steel	Power Steel 18' x 9' x 48"/5.49m x 2.74m x 1.22m Oval Frame Pool Set
15157	Power Steel	Power Steel 18' x 9' x 48"/5.49m x 2.74m x 1.22m Oval Pool Set
56711	Power Steel	Power Steel 18' x 9' x 48"/5.49m x 2.74m x 1.22m Oval Pool Set
561CD	Power Steel	Power Steel 18' x 9' x 48"/5.49m x 2.74m x 1.22m Oval Pool Set
15158	Power Steel	Power Steel 18' x 9' x 48"/5.49m x 2.74m x 1.22m Rattan Oval Pool Set
12753	Power Steel	Power Steel 18'x52" Pool
5611S	Power Steel	Power Steel 20' x 12' x 48"/6.10m x 3.66m x 1.22m Oval Pool Set
56799	Power Steel	Power Steel 20' x 48" Stone Print Power Steel Pool Set
14500	Power Steel	Power Steel 20' x 48"/6.10m x 1.22m Frame Pool Set
56388	Power Steel	Power Steel 20' x 48"/6.10m x 1.22m Pool Set
56911	Power Steel	Power Steel 20' x 48"/6.10m x 1.22m Pool Set
56881	Power Steel	Power Steel 20' x 52"/6.10m x 1.32m Pool Set
56397	Power Steel	Power Steel 22' x 52"/6.71m x 1.32m Frame Pool Set
13956	Power Steel	Power Steel 22' x 52"/6.71m x 1.32m Pool Set
56392	Power Steel	Power Steel 22' x 52"/6.71m x 1.32m Pool Set
56887	Power Steel	Power Steel 22' x 52"/6.71m x 1.32m Pool Set
13888	Power Steel	Power Steel 22'x52" Pool Set
5611U	Power Steel	Power Steel 24' x 12' x 48"/7.32m x 3.66m x 1.22m Oval Pool Set
561ER	Power Steel	Power Steel 24' x 12' x 52"/7.32m x 3.66m x 1.32m Oval Pool Set

14501	Power Steel	Power Steel 24' x 52"/7.32m x 1.32m Frame Pool Set
56912	Power Steel	Power Steel 24' x 52"/7.32m x 1.32m Pool Set
561FB	Power Steel	Power Steel 24' x 52"/7.32m x 1.32m Pool Set
561JC	Power Steel	Power Steel 24' x 52"/7.32m x 1.32m Pool Set
14502	Power Steel	Power Steel 26' x 52"/7.93m x 1.32m Frame Pool Set
56720	Power Steel	Power Steel Comfort Jet Series 20' x 12' x 48"/6.10m x 3.66m x 1.22m Oval Pool Set
15125	Power Steel	Power Steel Deluxe Series 16' x 48" Power Steel Pool Set
56667	Power Steel	Power Steel Deluxe Series 16' x 48"/4.88m x 1.22m Pool Set
5612L	Power Steel	Power Steel Deluxe Series 20' x 48" / 6.10m x 1.22m Pool Set
5613T	Power Steel	Power Steel Deluxe Series 20' x 48" / 6.10m x 1.22m Pool Set
5617H	Power Steel	Power Steel Deluxe Series 20' x 48" / 6.10m x 1.22m Pool Set
561FW	Power Steel	Power Steel Deluxe Series 20' x 48" / 6.10m x 1.22m Pool Set
15441	Power Steel	Power Steel Power Steel 18' x 48" Frame Pool (pool only)
56726	Power Steel	Power Steel Swim Vista Series 16' x 48"/4.88m x 1.22m Pool Set
56976	Power Steel	Power Steel Swim Vista Series 18' x 48"/5.49m x 1.22m Pool Set
56717	Power Steel	Power Steel Swim Vista Series 18' x 9' x 48"/5.49m x 2.74m x 1.22m Oval Pool Set
56921	Power Steel	Power Steel Swim Vista Series 18' x 9' x 48"/5.49m x 2.74m x 1.22m Oval Pool Set
14102	Steel Pro	Realtree 18'x48" Steel Pro MAX Frame Pool Set
14492	Steel Pro	Steel Pro 18' x 48"/5.49m x 1.22m Frame Pool Set
13979	Steel Pro	Steel Pro MAX 12' x 48"/3.66m x 1.22m Pool Set
5618U	Steel Pro	Steel Pro MAX 13' x 48"/3.96m x 1.22m Pool Set
5613H	Steel Pro	Steel Pro MAX 14' x 48"/4.27m x 1.22m Pool Set
5619G	Steel Pro	Steel Pro MAX 14' x 48"/4.27m x 1.22m Pool Set
561KP	Steel Pro	Steel Pro MAX 14' x 48"/4.27m x 1.22m Pool Set
13769	Steel Pro	Steel Pro MAX 14'x42" Pool Set
13808	Steel Pro	Steel Pro MAX 14'x48" Camo Pool Set
56690	Steel Pro	Steel Pro MAX 15' x 48"/4.57m x 1.22m Pool Set
56915	Steel Pro	Steel Pro MAX 15' x 48"/4.57m x 1.22m Pool Set
12752	Steel Pro	Steel Pro MAX 15' x 48"/4.57m x 1.22m Steel Pro Frame Pool
5613A	Steel Pro	Steel Pro MAX 16' x 48"/4.88m x 1.22m Pool Set
5619H	Steel Pro	Steel Pro MAX 16' x 48"/4.88m x 1.22m Pool Set
56463	Steel Pro	Steel Pro MAX 18' x 48"/5.49m x 1.22m Pool Set
56916	Steel Pro	Steel Pro MAX 18' x 48"/5.49m x 1.22m Pool Set

5618X	Steel Pro	Steel Pro MAX 18' x 48"/5.49m x 1.22m Pool Set
561GV	Steel Pro	Steel Pro MAX 18' x 48"/5.49m x 1.22m Pool Set
561FK	Steel Pro	Steel Pro MAX 20' x 52"/6.10m x 1.32m Pool Set

E HIBIT 2



LOS ANGELES

15165 Ventura Boulevard
Suite 400
Sherman Oaks, CA 91403
Tel. (818) 788-8300
Fax (818) 788-8104

SAN FRANCISCO

555 Montgomery Street
Suite 816
San Francisco, CA 94111
Tel. (415) 433-9000
Fax (415) 433-9008

MINNEAPOLIS

328 Barry Avenue South
Suite 200
Wayzata, MN 55391
Tel. (612) 389-0600
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WWW.PWFIRM.COM

Pearson Warshaw, LLP (“PW”) is a civil litigation firm with offices in Los Angeles, San Francisco and Minneapolis. PW is AV-rated by Martindale and ranked by Chambers and Partners. The firm specializes in complex litigation, including state coordination cases and federal multidistrict litigation. Its attorneys have extensive experience in antitrust, securities, consumer protection, and unlawful employment practices. The firm handles national and multi-national class actions that present cutting-edge issues in both substantive and procedural areas. PW attorneys understand how to litigate difficult and large cases in an efficient and cost-effective manner, and they have used these skills to obtain outstanding results for their clients, both through trial and negotiated settlement. They are recognized in their field for excellence and integrity and are

CASE PROFILES

PW attorneys *currently* hold, or have held, a leadership role in the following representative cases:

NOTABLE CASES

- ***In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation***, Northern District of California, MDL No. 2451. PW attorneys served as co-lead counsel in this multidistrict litigation alleging that the NCAA and its member conferences violated the antitrust laws by restricting the value of grant-in-aid athletic scholarships and other benefits that college football and basketball players could receive. The damages portion of the case settled for \$208 million, while the injunctive relief phase of the case proceeded to a successful bench trial before ultimately concluding with a 9-0 victory in front of the Supreme Court of the United States. *See Nat’l Collegiate Athletic Ass’n v. Alston*, 594 U.S. 69 (2021).
- ***In re Credit Default Swaps Antitrust Litigation***, Southern District of New York, MDL No. 2476. PW attorneys served as co-lead counsel and represented the Los Angeles County Employees Retirement Association (“LACERA”) in a class action on behalf of all purchasers and sellers of Credit Default Swaps (“CDS”) against twelve of the world’s largest banks. The lawsuit alleged that the banks, along with other defendants who controlled the market infrastructure for CDS trading, conspired for years to restrain the efficient trading of CDS, thereby inflating the cost to trade



CDS. The alleged antitrust conspiracy resulted in billions of dollars in economic harm to institutional investors such as pension funds, mutual funds, and insurance companies who used CDS to hedge credit risks on their fixed income portfolios. After nearly three years of litigation and many months of intensive settlement negotiations, PW helped reach a settlement with the defendants totaling \$1.86 *billion* plus injunctive relief. On April 15, 2016, the Honorable Denise L. Cote granted final approval to the settlement, which is one of the largest civil antitrust settlements in history.

- ***Senne v. Office of the Commissioner of Baseball***, Northern District of California, Case No. 14-cv-00608. PW attorneys currently serve as co-lead counsel in this certified class action and FLSA collective action on behalf of minor league baseball players who allege that Major League Baseball and its member franchises violate the FLSA and state wage and hour laws by failing to pay minor league baseball players minimum wage and overtime. On March 29, 2023, the court granted final approval to a historic \$185 million settlement.
- ***In re TFT-LCD (Flat Panel) Antitrust Litigation***, Northern District of California, MDL No. 1827. PW served as co-lead counsel for the direct purchaser plaintiffs in this multidistrict litigation arising from the price-fixing of thin film transistor liquid crystal display (“TFT-LCD”) panels. Worldwide, the TFT-LCD industry is a multi-billion-dollar industry, and many believe that this was one of the largest price-fixing cases in the United States. PW helped collect over \$405 million in settlements before the case proceeded to trial against the last remaining defendant, Toshiba Corporation and its related entities. PW partner Bruce L. Simon served as co-lead trial counsel, successfully marshaled numerous witnesses, and presented the opening argument. On July 3, 2012, PW obtained a jury verdict of \$87 million (before trebling) against Toshiba. PW later settled with Toshiba and AU Optronics to bring the total to \$473 million in settlements. In 2013, California Lawyer Magazine awarded Mr. Simon a California Lawyer of the Year Award for his work in the *TFT-LCD* case.
- ***In re Potash Antitrust Litigation (No. II)***, Northern District of Illinois, MDL No. 1996. PW partner Bruce L. Simon served as co-lead counsel for the direct purchaser plaintiffs in this multidistrict litigation arising from the price-fixing of potash sold in the United States. After the plaintiffs defeated a motion to dismiss, the defendants appealed, and the Seventh Circuit Court of Appeals agreed to hear the case *en banc*. Mr. Simon presented oral argument to the *en banc* panel and achieved a unanimous 8-0 decision in his favor. The case resulted in \$90 million in settlements for the direct purchaser plaintiffs, and the Court’s opinion is one of the most significant regarding the scope of international antitrust conspiracies. *See Minn-Chem, Inc. v. Agrium Inc.*, 683 F. 3d 845 (7th Cir. 2012).



- ***In Re Fairlife Milk Products Marketing And Sales Practices Litigation***, Northern District of Illinois, MDL No. 2909. PW partner Melissa S. Weiner served as co-lead counsel for a class of purchasers of fairlife brand milk products who were allegedly subjected to false and misleading representations regarding the treatment of the dairy cows. In 2022, the court granted final approval of a landmark \$21 million settlement, which also provided for meaningful stipulated injunctive relief.

CURRENT CASES

- ***Redner's Markets, Inc. v. Lamb Weston Holdings, Inc.***, Northern District of Illinois, Case No. 1:24-cv-11801. PW attorneys currently serve as co-lead counsel for Indirect Commercial and Institutional Purchaser Plaintiffs. This antitrust class action lawsuit was brought on behalf of purchasers of frozen potato products—including french fries, hash browns, and tater tots—and alleges a conspiracy among the largest potato processors in North America.
- ***In re PVC Pipe Antitrust Litigation***, Northern District of Illinois, Case No. 1:24-cv-07639. PW attorneys currently serve as co-lead class counsel on behalf of End-User Plaintiffs. The complaint alleges that prices for PVC pipes were artificially inflated because of a conspiracy between the price reporting service, Oil Price Information Service (“OPIS”), and the largest manufacturers of PVC pipes.
- ***Blue Cross Blue Shield Antitrust Litigation***, PW attorneys currently represent plaintiffs in opt-out cases against Blue Cross and Blue Shield entities. The complaints allege that defendants conspired to divide the country into exclusive service areas, agreeing not to compete with each other. These opt-out plaintiffs allege that the conspiracy violated antitrust laws, which led to increased insurance costs and reduced reimbursements for healthcare providers. By allocating territories and restricting competition, defendants are accused of paying healthcare providers far less than they would have received in a competitive market.
- ***In re Episource LLC Data Breach Litigation***, Central District of California, Case No. 2:25-cv-05330-SB. PW partner Daniel L. Warshaw serves as liaison counsel in this data breach class action. The complaint alleges that defendants failed to properly protect plaintiffs’ personally identifying information and protected health information that was ultimately stolen by cybercriminals.
- ***In re Broiler Chicken Antitrust Litigation***, Northern District of Illinois, Case No. 1:16-cv-08637. PW attorneys currently serve as co-lead class counsel on behalf of a certified class of direct purchaser plaintiffs. The complaint alleges that the nation’s largest broiler chicken producers violated antitrust laws by limiting production and manipulating the price indices. PW and co-counsel secured settlements of over \$284 million for the direct purchaser plaintiffs.



- ***In re Pork Antitrust Litigation***, District of Minnesota, Case No. 0:18-cv-01776. PW attorneys currently serve as co-lead class counsel on behalf of a certified class of direct purchaser plaintiffs. The complaint alleges that the nation's largest pork producers violated antitrust laws by limiting production and manipulating the price indices. Thus far, PW and co-counsel have secured over \$180 million in settlements for the direct purchaser plaintiffs.
- ***Vakilzadeh v. The Trustees of The California State University***, Los Angeles County Superior Court, Case No. 20STCV23134. PW partner Daniel L. Warshaw serves as co-lead counsel for a certified class of California State University students who were not provided refunds of tuition and fees from the closing all campuses and ending in-person learning and activities.
- ***North American Soccer League, LLC v. United States Soccer Federation, Inc., and Major League Soccer, L.L.C.***, Eastern District of New York, Case No. 1:17-cv-05495-HG. PW, along with co-counsel, represents the North American Soccer League in a matter against the United States Soccer Federation and Major League Soccer alleging antitrust violations. The complaint alleges that U.S. Soccer and MLS prevented NASL from competing against MLS (the sole Division I league) and the United Soccer League (the sole Division II league). The matter was tried before a jury in January 2025 and is currently on appeal before the Second Circuit Court of Appeals.
- ***In re MOVEit Customer Data Security Breach Litigation***, District of Massachusetts, Case No. 1:23-md-03083-ADB. In this multi-district cybersecurity litigation involving hundreds of defendants and an estimated 40 million people, PW partner Melissa S. Weiner currently serves as Co-Chair of the Offensive and Third-Party Discovery Committee.
- ***In re Santa Fe Natural Tobacco Company Marketing, Sales Practices, and Products Liability Litigation***, District of New Mexico, Case No. 1:16-md-02695-JB-LF. PW partner Melissa S. Weiner chairs the Executive Committee and PW partner Daniel L. Warshaw serves on the executive committee. This certified class action alleges that defendants' "natural," "organic" and "additive free" claims on their tobacco products were false and misleading to consumers.
- ***In Re: Change Healthcare, Inc. Customer Data Security Breach Litigation***, District of Minnesota, Case No. 0:24-md-03108-DWF-DJF. PW partner Melissa S. Weiner was appointed Co-Chair of the Plaintiff Steering Committee in this nationwide data breach MDL.



- ***In re Passenger Vehicle Replacement Tires Antitrust Litigation***, Northern District of Ohio, Eastern Division, Case No. 5:24-md-3107-SL. PW partner Bobby Pouya serves as a representative on the Direct Purchaser Plaintiffs’ Steering Committee. This class action alleges that the world’s largest tire manufacturers of new replacement tires for passenger vehicles violated antitrust laws by raising and maintaining prices at artificially high levels in the United States.
- ***Conry v. Gerber Products Company, et al.***, Eastern District of New York, Case No. 1:24-cv-06784. PW partners Daniel L. Warshaw and Bobby Pouya represent Plaintiffs in this proposed class action against infant formula manufacturers Gerber and Perrigo, which was filed on grounds that the corporations unlawfully colluded to inflate the prices of store-brand infant formula. Both companies violated antitrust laws by orchestrating a scheme that restricted open market competition. More specifically, Gerber is alleged to have granted Perrigo the “first right of refusal” on its surplus formula.
- ***In Re: Shale Oil Antitrust Litigation***, District of New Mexico (Albuquerque), Case No. 1:24-MD-03119. On August 1, 2024, a U.S. judicial panel said that a series of related lawsuits accusing shale oil producers of a price-fixing scheme would be grouped together and assigned to a U.S. federal judge in New Mexico. The order by the federal Judicial Panel on Multidistrict Litigation designated the New Mexico federal court over other venues, including Texas and Nevada, where lawsuits had been filed in recent months. More than a dozen lawsuits allege that shale oil producers conspired to curb shale oil output, which has led to higher prices for products including gasoline, diesel fuel, commercial marine fuel, and heating oil. PW partners Daniel L. Warshaw and Bobby Pouya represent Plaintiff Richard Beaumont in the case of *Beaumont v. Permian Resources Corp.*, District of New Mexico (Albuquerque), Case No. 1:24-CV-00857.

PAST CASES

- ***Gupta v. Aeries Software, Inc.***, Central District of California, Case No. 8:20-cv-00995-FMO. PW partner Daniel L. Warshaw served as class counsel in this nationwide data breach class action involving the unauthorized access to defendant’s servers that stored student data.
- ***Grace v. Apple, Inc.***, Northern District of California, Case No. 5:17-CV-00551-LHK. PW partner Daniel L. Warshaw served as class counsel in this California certified class action on behalf of consumers who allege Apple intentionally broke its “FaceTime” video conferencing feature for Apple iPhone 4 or iPhone 4S users operating on iOS 6 or earlier. PW and co-counsel obtained final approval of an \$18 million settlement in this matter.



- ***In re Lithium Ion Batteries Antitrust Litigation***, Northern District of California, MDL No. 2420. PW served as co-lead counsel for the direct purchaser plaintiffs in this multidistrict antitrust class action alleging price-fixing of lithium ion battery cells. PW and co-counsel secured final approval of over \$139 million in settlements for the direct purchaser plaintiffs.
- ***In re Keurig Green Mountain Single-Serving Coffee Antitrust Litigation***, Southern District of New York, MDL No. 2542. In June 2014, Judge Vernon S. Broderick appointed PW to serve as interim co-lead counsel on behalf of indirect purchaser plaintiffs in this multidistrict class action litigation. The case arose from the alleged unlawful monopolization of the United States market for single-serve coffee packs by Keurig Green Mountain, Inc. Keurig's alleged anticompetitive conduct included acquiring competitors, entering into exclusionary agreements with suppliers and distributors to prevent competitors from entering the market, engaging in sham patent infringement litigation, and redesigning the single-serve coffee pack products in the next version of its brewing system to lock out competitors' products. PW and co-counsel obtained final approval of a \$31 million settlement in this matter.
- ***Trepte v. Bionaire, Inc.***, Los Angeles County Superior Court, Case No. BC540110. PW attorneys served as Class Counsel in this certified class action alleging that the defendant sold defective space heaters. The complaint alleged that the defendant breached the warranty and falsely advertised the safety of the heaters due to design defects that cause the heaters to fail – and, as a result of the failure, the heaters could spark, smoke and catch fire. Final approval of the class settlement was granted.
- ***In re Carrier IQ Consumer Privacy Litigation***, Northern District of California, MDL No. 2330. PW attorneys served as interim co-lead counsel in this putative nationwide class action on behalf of consumers who alleged privacy violations arising from software installed on their mobile devices that was logging text messages and other sensitive information.
- ***Sciortino v. PepsiCo, Inc.***, Northern District of California, Case No. 14-cv-0478. PW attorneys served as interim co-lead counsel in this putative California class action on behalf of consumers who alleged that PepsiCo failed to warn them that certain of its sodas contain excess levels of a chemical called 4-Methylimidazole in violation of Proposition 65 and California consumer protection statutes.
- ***James v. UMG Recordings, Inc.***, Northern District of California, Case No. 11-cv-01613. PW partner Daniel L. Warshaw served as interim co-lead counsel in this putative nationwide class action on behalf of recording artists and music producers who alleged that they had been systematically underpaid royalties by the record company UMG.



- ***In re Warner Music Group Corp. Digital Downloads Litigation***, Northern District of California, Case No. 12-cv-00559. PW attorneys served as interim co-lead counsel, with partner Bruce L. Simon serving as chairman of a five-firm executive committee, in this putative nationwide class action on behalf of recording artists and music producers who alleged that they had been systematically underpaid royalties by the record company Warner Music Group.
- ***In re Dynamic Random Access Memory (DRAM) Antitrust Litigation***, Northern District of California, MDL No. 1486. PW partner Bruce L. Simon served as co-chair of discovery and as a member of the trial preparation team in this multidistrict litigation arising from the price-fixing of DRAM, a form of computer memory. Mr. Simon was responsible for supervising and coordinating the review of almost a terabyte of electronic documents, setting and taking depositions, establishing and implementing protocols for cooperation between the direct and indirect plaintiffs as well as the Department of Justice, presenting oral arguments on discovery matters, working with defendants on evidentiary issues in preparation for trial, and preparation of a comprehensive pretrial statement. Shortly before the scheduled trial, class counsel reached settlements with the last remaining defendants, bringing the total value of the class settlements to over \$325 million.
- ***In re Methionine Antitrust Litigation***, Northern District of California, MDL No. 1311. PW partner Bruce L. Simon served as co-lead counsel in this nationwide antitrust class action involving a conspiracy to fix prices of, and allocate the markets for, methionine. Mr. Simon was personally responsible for many of the discovery aspects of the case including electronic document productions, coordination of document review teams, and depositions. Mr. Simon argued pretrial motions, prepared experts, and assisted in the preparation of most pleadings presented to the Court. This action resulted in over \$100 million in settlement recovery for the Class.
- ***In re Sodium Gluconate Antitrust Litigation***, Northern District of California, MDL No. 1226. PW partner Bruce L. Simon served as class counsel in this consolidated antitrust class action arising from the price-fixing of sodium gluconate. Mr. Simon was selected by Judge Claudia Wilken to serve as lead counsel amongst many other candidates for that position and successfully led the case to class certification and settlement.
- ***In re Citric Acid Antitrust Litigation***, Northern District of California, MDL No. 1092. PW partner Bruce L. Simon served as class counsel in antitrust class actions against Archer-Daniels Midland Co. and others for their conspiracy to fix the prices of citric acid, a food additive product. Mr. Simon was one of the principal attorneys involved in discovery in this matter. This proceeding resulted in over \$80 million settlements for the direct purchasers.



- ***Olson v. Volkswagen of America, Inc.***, Central District of California, Case No. CV07-05334. PW attorneys brought this class action lawsuit against Volkswagen alleging that the service manual incorrectly stated the inspection and replacement intervals for timing belts on Audi and Volkswagen branded vehicles equipped with a 1.8 liter turbo-charged engine. This case resulted in a nationwide class settlement.
- ***Swain v. Eel River Sawmills, Inc. et al.***, California Superior Court, DR-01-0216. Bruce L. Simon served as lead trial counsel for a class of former employees of a timber company whose retirement plan was lost through management's investment of plan assets in an Employee Stock Ownership Plan. Mr. Simon negotiated a substantial settlement on the eve of trial resulting in a recovery of approximately 40% to 50% of plaintiffs' damages after attorneys' fees and costs.
- ***In re Homestore Litigation***, Central District of California, Master File No. 01-11115. PW attorneys served as liaison counsel and class counsel for plaintiff CalSTRS in this securities class action. The case resulted in over \$100 million in settlements to the Class.
- ***In re MP3.Com, Inc., Securities Litigation***, Southern District of California, Master File No. 00-CV-1873. PW attorneys served as defense counsel in this class action involving alleged securities violations under Rule 10b-5.
- ***In re Automotive Refinishing Paint Cases***, Alameda County Superior Court, Judicial Council Coordination Proceeding No. 4199. PW attorneys served as class counsel with other law firms in this coordinated antitrust class action alleging a conspiracy by defendants to fix the price of automotive refinishing products.
- ***In re Beer Antitrust Litigation***, Northern District of California, Case No. 97-20644-SW. PW partner Bruce L. Simon served as primary counsel in this antitrust class action brought on behalf of independent micro-breweries against Anheuser-Busch, Inc., for its attempt to monopolize the beer industry in the United States by denying access to distribution channels.
- ***In re Commercial Tissue Products Public Entity Indirect Purchaser Antitrust Litigation***, San Francisco Superior Court, Judicial Counsel Coordination Proceeding No. 4027. PW partner Bruce L. Simon served as co-lead counsel for the public entity purchaser class in this antitrust action arising from the price-fixing of commercial sanitary paper products.
- ***Hart v. Central Sprinkler Corporation***, Los Angeles County Superior Court, Case No. BC176727. PW attorneys served as class counsel in this consumer class action arising from the sale of nine million defective fire sprinkler heads. This case resulted in a nationwide class settlement valued at approximately \$37.5 million.



- ***Rueda v. Schlumberger Resources Management Services, Inc.***, Los Angeles County Superior Court, Case No. BC235471. PW attorneys served as class counsel with other law firms representing customers of the Los Angeles Department of Water & Power (“LADWP”) who had lead-leaching water meters installed on their properties. The Court granted final approval of the settlement whereby defendant would pay \$1.5 million to a *cy pres* fund to benefit the Class and to make grants to LADWP to assist in implementing a replacement program to the effected water meters.
- ***In re Louisiana-Pacific Corp. Inner-Seal OSB Trade Practices Litigation***, Northern District of California, MDL No. 1114. PW partner Bruce L. Simon worked on this nationwide product defect class action brought under the Lanham Act. The proposed class was certified, and a class settlement was finally approved by Chief Judge Vaughn Walker.
- ***In re iPod nano Cases***, Los Angeles County Superior Court, Judicial Counsel Coordination Proceeding No. 4469. PW attorneys were appointed co-lead counsel for this class action brought on behalf of California consumers who own defective iPod nanos. The case resulted in a favorable settlement.
- ***Unity Entertainment Corp. v. MP3.Com***, Central District of California, Case No. 00-11868. PW attorneys served as defense counsel in this class action alleging copyright infringement.
- ***Vallier v. Jet Propulsion Laboratory***, Central District of California, Case No. CV97-1171. PW attorneys served as lead counsel in this toxic tort action involving 50 cancer victims and their families.
- ***Nguyen v. First USA N.A.***, Los Angeles County Superior Court, Case No. BC222846. PW attorneys served as class counsel on behalf of approximately four million First USA credit card holders whose information was sold to third party vendors without their consent. This case ultimately settled for an extremely valuable permanent injunction plus disgorgement of profits to worthy charities.
- ***Morales v. Associates First Financial Capital Corporation***, San Francisco Superior Court, Judicial Council Coordination Proceeding No. 4197. PW attorneys served as class counsel in this case arising from the wrongful sale of credit insurance in connection with personal and real estate-secured loans. This case resulted in an extraordinary \$240 million recovery for the Class.
- ***In re AEFA Overtime Cases***, Los Angeles County Superior Court, Judicial Council Coordination Proceeding No. 4321. PW attorneys served as class counsel in this



overtime class action on behalf of American Express Financial Advisors, which resulted in an outstanding class-wide settlement.

- ***Khan v. Denny's Holdings, Inc.***, Los Angeles County Superior Court, Case No. BC177254. PW attorneys settled a class action lawsuit against Denny's for non-payment of overtime wages to its managers and general managers.
- ***Kosnik v. Carrows Restaurants, Inc.***, Los Angeles County Superior Court, Case No. BC219809. PW attorneys settled a class action lawsuit against Carrows Restaurants for non-payment of overtime wages to its assistant managers and managers.
- ***Castillo v. Pizza Hut, Inc.***, Los Angeles County Superior Court, Case No. BC318765. PW attorneys served as lead class counsel in this California class action brought by delivery drivers who claimed they were not adequately compensated for use of their personally owned vehicles. This case resulted in a statewide class settlement.
- ***Baker v. Charles Schwab & Co., Inc.***, Los Angeles County Superior Court, Case No. BC286131. PW attorneys served as class counsel for investors who were charged a fee for transferring out assets between June 1, 2002 and May 31, 2003. This case resulted in a nationwide class settlement.
- ***Eallonardo v. Metro-Goldwyn-Mayer, Inc.***, Los Angeles County Superior Court, Case No. BC286950. PW attorneys served as class counsel on behalf a nationwide class of consumers who purchased DVDs manufactured by defendants. Plaintiffs alleged that defendants engaged in false and misleading advertising relating to the sale of its DVDs. This case resulted in a nationwide class settlement.
- ***Leiber v. Consumer Empowerment By A/K/A Fasttrack***, Central District of California, Case No. CV 01-09923. PW attorneys served as defense counsel in this class action involving copyrighted music that was made available through a computer file sharing service without the publishers' permission.
- ***Higgs v. SUSA California, Inc.***, Los Angeles County Superior Court Case No. BC372745. PW attorneys served as co-lead class counsel representing California consumers who entered into rental agreements for the use of self-storage facilities owned by defendants. In this certified class action, plaintiffs allege that defendants wrongfully denied access to the self-storage facility and/or charged excessive preforeclosure fees.
- ***Fournier v. Lockheed Litigation***, Los Angeles County Superior Court. PW attorneys served as counsel for 1,350 residents living at or near the Skunks-Works Facility in Burbank. The case resolved with a substantial confidential settlement for plaintiffs.



- ***Nasseri v. CytoSport, Inc.***, Los Angeles County Superior Court, Case No. 439181. PW attorneys served as class counsel on behalf of a nationwide class of consumers who purchased CytoSport’s popular protein powders, ready to drink protein beverages, and other “supplement” products. Plaintiffs alleged that these supplements contain excessive amounts of lead, cadmium and arsenic in amounts that exceed Proposition 65 and negate CytoSport’s health claims regarding the products. The case resulted in a nationwide class action settlement which provided monetary relief to the class members and required the reformulation of CytoSport supplement products.
- ***In re Samsung Top-Load Washing Machine Marketing, Sales Practice and Products Liability Litigation***, Western District of Oklahoma, Case No. 5:17-ml-02792-D. Plaintiffs alleged that the top-load washing machines contain defects that cause them to leak and explode. PW Partner Melissa S. Weiner was appointed to the Plaintiffs’ Steering Committee in this multi-district class action, which settled nationwide.



CLIFFORD H. PEARSON

Founding Partner

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Clifford H. Pearson is a founding partner of Pearson Warshaw, LLP. Mr. Pearson is a civil litigator, business lawyer and mediator focusing on complex litigation, class actions, and business law. In 2013, 2016, and 2021 through 2025, Mr. Pearson was named by the *Daily Journal* as one of the Top 100 Lawyers in California. Additionally, Mr. Pearson was named as one of the *Daily Journal*'s 2019 Top Plaintiff Lawyers and in 2022, 2023, 2024 and 2025 he was named one of the Top Antitrust Lawyers. He was instrumental in negotiating a landmark settlement totaling \$1.86 billion in *In re Credit Default Swaps Antitrust Litigation*, a case alleging a conspiracy among the world's largest banks to maintain opacity of the credit default swaps market. Mr. Pearson also negotiated \$473 million in combined settlements in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, an antitrust case in the Northern District of California that alleged a decade-long conspiracy to fix the prices of TFT-LCD panels and over \$90 million in *In re Potash Antitrust Litigation*, an antitrust case in the Northern District of Illinois that alleged price fixing by Russian, Belarusian and North American producers of potash, a main ingredient used in fertilizer. Mr. Pearson currently serves as co-lead counsel in both the *In re Broiler Chicken Antitrust Litigation* and *In re Pork Antitrust Litigation* antitrust class action cases alleging price fixing in the broiler and pork industries.

Before creating the firm in 2006, Mr. Pearson was a partner at one of the largest firms in the San Fernando Valley, where he worked for 22 years. There, he represented aggrieved individuals, investors and employees in a wide variety of contexts, including toxic torts, consumer protection and wage and hour cases. During his career that spans over 40 years, Mr. Pearson has successfully negotiated substantial settlements on behalf of consumers, small businesses and companies. In recognition of his outstanding work on behalf of clients, Mr. Pearson has been regularly selected by his peers as a Super Lawyer (representing the top 5% of practicing lawyers in Southern California). He has also attained Martindale-Hubbell's highest rating (AV) for legal ability and ethical standards.

Mr. Pearson is an active member of the American Bar Association, Los Angeles County Bar Association, Consumer Attorneys of California, Consumer Attorneys Association of Los Angeles, and Association of Business Trial Lawyers.



Current Cases:

- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *North American Soccer League, LLC v. United States Soccer Federation, Inc., and Major League Soccer, L.L.C.* (E.D.N.Y.)

Education:

- Whittier Law School, Los Angeles, California – J.D. – 1981
- University of Miami – M.B.A. – 1978
- Carleton University, Ontario, Canada – B.A. – 1976

Bar Admissions:

- State of California
- United States Court of Appeals for the Ninth and Seventh Circuits
- United States District Court for the Central District of California
- United States District Court for the Eastern District of California
- United States District Court for the Northern District of California
- United States District Court for the Southern District of California

Professional Associations and Memberships:

- American Bar Association
- Association of Business Trial Lawyers
- Los Angeles County Bar Association



DANIEL L. WARSHAW

Founding Partner

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Daniel L. Warsaw, a founding partner of Pearson Warsaw, LLP, is a civil litigator and trial lawyer who focuses on antitrust, complex litigation, class actions, and consumer protection. Mr. Warsaw has held leadership roles in numerous state, federal and multidistrict class actions, and obtained significant recoveries for class members in many cases. These cases have included, among other things, antitrust violations, high-technology products, automotive parts, entertainment royalties, intellectual property and false and misleading advertising. Mr. Warsaw has also represented employees in a variety of class actions, including wage and hour, misclassification and other Labor Code violations.

Mr. Warsaw's cases have received significant attention in the press, and Mr. Warsaw has been profiled by the *Daily Journal* for his work. Mr. Warsaw was named by the *Daily Journal* as one of the Top 100 Lawyers in California each year from 2022 to 2025. In 2019 and 2020, Mr. Warsaw was named as one of the *Daily Journal*'s Top Plaintiff Lawyers. And in 2020, and 2022 through 2025 he was also named one of the *Daily Journal*'s Top Antitrust Lawyers. Additionally, Mr. Warsaw has been selected by his peers as a Super Lawyer (representing the top 5% of practicing lawyers in Southern California) every year since 2005. Additionally, Mr. Warsaw is ranked by Chambers and Partners for antitrust litigation. He has also attained Martindale-Hubbell's highest rating (AV) for legal ability and ethical standards.

Mr. Warsaw played an integral role in several of the firm's groundbreaking cases. In *In re TFT-LCD (Flat Panel) Antitrust Litigation*, 3:07-md-01827-SI (N.D. Cal.) he assisted in leading this multidistrict to trial and securing \$473 million in recoveries to the direct purchaser plaintiff class. After the firm was appointed as interim co-lead counsel in *In re Credit Default Swaps Antitrust Litigation*, Mr. Warsaw along with his partners and co-counsel successfully secured a \$1.86 billion settlement on behalf of the class.



Current Cases:

- *Vakilzadeh v. The Trustees of the California State University* (Cal. Super. Ct.)
- *Yoo v. The Regents of the University of California* (Cal. Super. Ct.)
- *In re Santa Fe Natural Tobacco Company Marketing, Sales Practices, and Products Liability Litig.* (D.N.M.)
- *In re PVC Pipe Antitrust Litig.* (D. Ill.)
- *Redner's Markets, Inc. v. Lamb Weston Holdings, Inc. et al.* (N.D. Ill.)
- *In re Episource LLC Data Breach Litigation* (C.D. Cal.)

Education:

- Whittier Law School, Los Angeles, California – J.D. – 1996
- University of Southern California – B.S. – 1992

Bar Admissions:

- State of California
- United States Court of Appeals for the Second, Seventh, Ninth and Tenth Circuits
- United States District Court for the Central District of California
- United States District Court for the Eastern District of California
- United States District Court for the Northern District of California
- United States District Court for the Southern District of California
- United States District Court for the District of Colorado
- United States District Court for the Northern District of Illinois
- United States District Court for the Western District of Texas



Mr. Warshaw served or currently serves in a lead or co-lead position in the following cases: *Vakilzadeh v. The Trustees of The California State University*, Los Angeles County Superior Court, Case No. 20STCV23134, a certified class action alleging that students were not properly refunded for tuition and fees when the California State University System closed its campuses and provided remote learning in lieu of in-person education; *Zimmerman v. Paramount Global*, No. 23 Civ. 2409 (VSB) (S.D.N.Y.), a class action alleging that Paramount failed to adequately pay royalties for the dissemination of artists' works over satellite radio; and *Senne v. The Office of the Commissioner of Baseball*, 3:14-cv-00608-JCS (N.D. Cal.), a certified multistate class action alleging that Major League Baseball and its teams violated state and federal wage and hour laws relating to minor league players.

Mr. Warshaw has assisted in the preparation of two Rutter Group practice guides: *Federal Civil Trials & Evidence* and *Civil Claims and Defenses*. He is also the founder and Chair of the *Class Action Litigation Forum*, whose purpose is to facilitate a high-level exchange of ideas and in-depth dialogue on class action litigation.

Professional Associations and Memberships:

- American Bar Association
- Association of Business Trial Lawyers, Board Member
- Consumer Attorneys of California
- Plaintiffs' Class Action Roundtable, Chair



BRUCE L. SIMON

Founding Partner and Partner Emeritus

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Bruce L. Simon is a founding partner and partner emeritus at Pearson Warshaw, LLP and led the firm to national prominence. Mr. Simon specializes in complex cases involving antitrust, consumer fraud and securities. He has served as lead counsel in many business cases with national and global impact.

In 2019, Mr. Simon was named as one of the Daily Journal's Top Plaintiff Lawyers. In 2018, Mr. Simon was awarded "Antitrust Lawyer of the Year" by the California Lawyers Association. In 2013 and 2016, Mr. Simon was chosen by the Daily Journal as one of the Top 100 attorneys in California. In 2013, he received the California Lawyer of the Year award from California Lawyer Magazine and was selected as one of seven finalists for Consumer Attorney of the Year by Consumer Attorneys of California for his work in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.). That year, Mr. Simon was included in the Top 100 of California's "Super Lawyers" and has been named a "Super Lawyer" every year since 2003. He has attained Martindale-Hubbell's highest rating (AV) for legal ability and ethical standards.

Mr. Simon was co-lead class counsel in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, a case that lasted over five years and resulted in \$473 million recovered for the direct purchaser plaintiffs. Mr. Simon served as co-lead trial counsel and was instrumental in obtaining an \$87 million jury verdict (before trebling). He presented the opening argument and marshalled numerous witnesses during the six-week trial.

Also, Mr. Simon was co-lead class counsel in *In re Credit Default Swaps Antitrust Litigation*, a case alleging a conspiracy among the world's largest banks to maintain opacity of the credit default swaps market as a means of maintaining supracompetitive prices of bid/ask spreads. After three years of litigation and many months of intensive settlement negotiations, the parties in *CDS* reached a landmark settlement amounting to \$1.86 billion. It is one of the largest civil antitrust settlements in history.

Mr. Simon was also co-lead class counsel in *In re Potash Antitrust Litigation (II)*, MDL No. 1996 (N.D. Ill.), where he successfully argued an appeal of the district court's order denying the defendants' motions to dismiss to the United States Court of Appeals for the Seventh Circuit. Mr. Simon presented oral argument during an *en banc* hearing before the



Reported Cases:

- *Minn-Chem, Inc. et al. v. Agrium Inc., et al.*, 683 F.3d 845 (7th Cir. 2012)
- *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litig.*, 141 S.Ct. 2141 (2021).

Education:

- University of California, Hastings College of the Law, San Francisco, California – J.D. – 1980
- University of California, Berkeley, California – A.B. – 1977

Bar Admissions:

- State of California
- Supreme Court of the United States
- United States Court of Appeals for the Ninth Circuit
- United States Court of Appeals for the Seventh Circuit
- United States District Court for the Central District of California
- United States District Court for the Eastern District of California
- United States District Court for the Northern District of California
- United States District Court for the Southern District of California

Professional Associations and Memberships:

- California State Bar Antitrust and Unfair Competition Section, Advisor and Past Chair
- ABA Global Private Litigation Committee, Co-Chair
- ABA International Cartel Workshop, Steering Committee
- American Association for Justice, Business Torts Section, Past Chair
- Business Torts Section of the American Trial Lawyers Association, Past Chair



The case resulted in \$90 million in settlements for the direct purchaser plaintiffs, and the Court's opinion is one of the most significant regarding the scope of international antitrust conspiracies.

More recently, Mr. Simon completed the trial seeking injunctive relief in the *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation*. The plaintiffs allege that the NCAA and its member conferences violate the antitrust laws by restricting the value of grant-in-aid athletic scholarships and other benefits that college football and basketball players can receive.

- Hastings College of the Law, Board of Directors (2003-2015), Past Chair (2009-2011)
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Publications:

- Class Certification Procedure, Ch. V, ABA Antitrust Class Actions Handbook (3d ed.), (forthcoming)
- Reverse Engineering Your Antitrust Case: Plan for Trial Even Before You File Your Case, Antitrust, Vol. 28, No. 2, Spring 2014
- *The Ownership/Control Exception to Illinois Brick in Hi-Tech Component Cases: A Rule That Recognizes the Realities of Corporate Price Fixing*, ABA International Cartel Workshop February 2014
- *Matthew Bender Practice Guide: California Unfair Competition and Business Torts*, LexisNexis, with Justice Conrad L. Rushing and Judge Elia Weinbach (Updated 2013)
- *The Questionable Use of Rule 11 Motions to Limit Discovery and Eliminate Allegations in Civil Antitrust Complaints in the United States*, ABA International Cartel Workshop February 2012



MELISSA S. WEINER

Partner

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Melissa S. Weiner is a partner and civil litigator whose work is squarely focused on combating consumer deception. Her experience is expansive, including class actions related to consumer protection, product defect, intellectual property, automotive, false advertising and data breach. Ms. Weiner has taken a leadership role in numerous large class actions and MDLs in cases across the country and lectures regularly on complex litigation matters.

Since her admission to the bar in 2007, she has earned appointment in a variety of MDL's and class actions throughout the country. She serves as the Co-Chair of the Plaintiff Steering Committee in *In Re: Change Healthcare, Inc. Customer Data Security Litigation* and as a member of the Plaintiffs' Executive Committee in *In re: MOVEit Customer Data Security Breach Litigation*, MDL No. 1:23-md-03083-ADB (D. Mass.), two of the largest data breach MDLs in the country. Additionally, she chairs the Plaintiffs' Executive Committee in *In Re Santa Fe Natural Tobacco Company Marketing & Sales Practices and Products Liability Litigation*, No. 1:16-md-02695-JB-LF (D.N.M.), where she co-led the strategy on class certification, which resulted in achieving class certification for a class of cigarette purchasers.

A significant contributor to her professional community, Ms. Weiner is the Treasurer and Chair of the Development Committee for Public Justice. Ms. Weiner is an active member of the Minnesota bar, and a former Co-Chair of the Mass Tort and Class Action Practice Group for the Minnesota Chapter of the Federal Bar Association where, in collaboration with the bench, she helped institute new recommended procedures for inclusion of newer and diverse attorneys in key litigation roles to combat the steep decline of in-court opportunities that disproportionately impacts women, diverse attorneys and other underrepresented groups. She also currently serves on the Minnesota Bar Association Food & Drug Law Council. Dedicated to her identity as a Jewish lawyer, Ms. Weiner is also the Co-Chair of the Twin Cities Cardozo Society, an affinity group of the Minneapolis and St. Paul Jewish Federations, which is the leading Jewish lawyers' network serving the community.

In recognition of her outstanding efforts in the legal community, each year since 2012, Ms. Weiner has been named a Super Lawyers *Rising Star* by Minnesota Law & Politics.

Current Cases:

- *Ashour v. Arizona Beverages USA LLC et al.* (S.D.N.Y.) (false advertising/mislabeling)
- *Benson et al. v. Newell Brands Inc., et al.* (N.D. Ill.) (false advertising/mislabeling)
- *In Re Santa Fe Natural Tobacco Co. Mktg., Sales Pracs., and Prods. Liability Litig.* (D.N.M.) (false advertising/mislabeling)
- *In re: Apple Inc. App Store Simulated Casino-Style Games Litig.; In re: Facebook, Inc. App Center Simulated Casino-Style Games Litig.; and In re: Google Play Store Simulated Casino-Style Games Litig.* (N.D. Cal.)
- *Nutraceutical Wellness, Inc. Consumer Fraud Litig.* (S.D.N.Y.) (false advertising/mislabeling)
- *In Re: Change Healthcare, Inc. Customer Data Secs. Breach Litig.* (D. Minn.) (data breach)
- *In re: MOVEit Customer Data Sec. Breach Litig.* (D. Mass.) (data breach)
- *Bounthon, et al. v. The Proctor & Gamble Co.* (N.D. Cal.) (false advertising/mislabeling)
- *Burkhardt, et al. v. Moneylion Techs, Inc., et al.* (N.D. Fl.) (consumer protection)



Ms. Weiner has been appointed to leadership positions in the following MDLs and consolidated cases:

- *In Re: Change Healthcare, Inc. Customer Data Security Breach Litig.*, (D. Minn.) (Appointed as the Co-Chair of the Plaintiff Steering Committee in the Patient Track);
- *In re MOVEit Customer Data Security Breach Litig.* (D. Ma.) (Appointed to Plaintiffs' Steering Committee);
- *In Re: Fairlife Milk Products Marketing and Sales Practices Litig.* (N.D. Ill.) (Appointed Interim Co-Lead Counsel);
- *In Re Santa Fe Natural Tobacco Company Marketing & Sales Practices and Products Liability Litig.* (D.N.M.) (chair of the Plaintiffs' Steering Committee and member of the Plaintiffs' Oversight Committee);
- *In Re: Blackbaud, Inc. Customer Data Security Breach Litig.* (D.S.C.), nationwide data breach class action, (appointed to Plaintiffs' Steering Committee);
- *Dusko v. Delta Airlines, Inc.* (N.D. Ga.), a nationwide breach of contract class action (appointed as Co-Lead Class Counsel);
- *In re Apple Inc. App Store Simulated Casino Style Games Litig.* (N.D. Cal.), a multi-state statutory class action (appointed to Plaintiffs' Steering Committee);
- *In Re Samsung Top-Load Washing Machine Marketing, Sales Practices & Product Liability Litig.* (W.D. Okla.), (appointed to Plaintiffs' Executive Committee), a nationwide class action regarding a design defect in 2.8 million top loading washing machines, which resulted in a nationwide settlement;
- *In Re Windsor Wood Clad Window Product Liability Litig.* (E.D. Wis.), a nationwide class action regarding allegedly defective windows, which resulted in a nationwide settlement (Appointed Interim Executive Committee Member);
- *In Re: Luxottica of America, Inc. Data Security Breach Litig.* (S.D. Ohio) (Appointed Interim Executive Committee Member);
- *Culbertson v. Deloitte Consulting LLP* (S.D.N.Y.) (Appointed to Plaintiffs' Executive Committee), a nationwide data breach class action;
- *In re: MNGI Digestive Health, PA* (D. Minn.) (Appointed to Plaintiffs' Executive Committee), a nationwide data breach class action.

Education:

- William Mitchell College of Law – J.D. – 2007
- University of Michigan – Ann Arbor – B.A. – 2004

Bar Admissions:

- State of New York
 - State of Minnesota
 - United States Court of Appeals for the Ninth Circuit
 - United States District Court for the District of Minnesota
 - United States District Court for the District of Colorado
 - United States District Court for the Northern District of Illinois
 - United States District Court for the Southern District of New York
 - United States District Court for the Eastern District of New York
-

Professional Associations and Memberships:

- Minnesota State Bar Association
- Federal Bar Association
- Public Justice



BOBBY POUYA

Partner

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Bobby Pouya is a partner in the firm's Los Angeles office, focusing on complex litigation, antitrust litigation, and class actions. Effective advocacy in complex litigation requires experience and understanding of the multiple phases of these cases from inception through trial. During his career, Mr. Pouya has established himself as a member of the small category of attorneys who has personal experience leading litigation teams in each of these phases including, complex dispositive motions, high level depositions, class certification, settlement negotiation and approval, expert witness presentation, and trial and appellate advocacy.

Mr. Pouya has served in a leadership position in numerous complex multiparty cases that have resulted in hundreds of millions of dollars in recovery on behalf of his clients, including: *Senne, et al. v. Office of the Commissioner of Baseball, et al.* (N.D. Cal.) (co-lead class counsel in a wage and hour class action on behalf of minor league baseball players resulting in a \$185 million settlement); *In re Broiler Chicken Antitrust Litigation* (N.D. Ill.) (co-lead class counsel for direct purchaser plaintiffs in an antitrust conspiracy involving the sale of chicken resulting in \$284 million in settlements); *In re Pork Antitrust Litigation* (D. Minn.) (co-lead class counsel for direct purchaser plaintiffs in an antitrust conspiracy involving the sale of pork resulting in over \$180 million in settlements); *In re Polyurethane Foam Antitrust Litigation* (N.D. Ohio.) (member of executive committee for direct purchaser plaintiffs in an antitrust class action involving polyurethane foam products that resulted in over \$400 million in settlements).

Mr. Pouya currently serves as a member of the leadership team for plaintiffs in multiple notable antitrust actions including: *In re Cattle and Beef Antitrust Litigation* (D. Minn.) (executive committee for cattle rancher class), *In re Shale Antitrust Litigation* (executive committee for indirect class plaintiffs); *Conroy v. Gerber* (discovery committee for indirect class plaintiffs); *In re PVC Pipe Antitrust Litigation* (lead counsel for end-user purchaser class plaintiffs); BCBS Antitrust Litigation (D. Ala.) (counsel for multiple provider opt-out plaintiffs). Mr. Pouya also has a proven track record of representing consumers, members of the entertainment industry, and employees in a number of class actions.

Mr. Pouya's success has earned him recognition by his peers as a Southern California Super Lawyer and Super Lawyer Rising Star. Mr. Pouya earned his Juris Doctorate from Pepperdine University School of Law in 2006, where he received a certificate in dispute resolution from the prestigious Straus Institute for Dispute Resolution and participated on the interschool trial and mediation advocacy teams.



Current and Notable Cases:

- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *In re Cattle Antitrust Litig.* (D. Minn.)
- *In re Shale Oil Antitrust Litig.* (D.N.M)
- *In re PVC Pipe Antitrust Litig.* (D. Ill.)
- *Conry, et al. v. Gerber Products Company, et al.* (E.D.N.Y.)
- *Redner's Markets, Inc. v. Lamb Weston Holdings, Inc. et al.* (N.D. Ill.)
- *BCBS Antitrust Litig.* (D. Ala)
- *In re: Shell Eggs Antitrust Litig.* (E.D. Wis.)

Education:

- Pepperdine University School of Law, Malibu, California – J.D. – 2006
- University of California, Santa Barbara, California – B.A., with honors – 2003

Publications:

- *Should Offers Moot Claims?* Daily Journal, Oct. 10, 2014
- *Central District Local Rules Hinder Class Certification*, Daily Journal, April 9, 2013

Bar Admissions:

- State of California
- United States Court of Appeals for the Ninth and Seventh Circuits
- United States District Court for the Central, Northern, Southern and Eastern Districts of California

Professional Associations and Memberships:

- American Bar Association
- Consumer Attorneys of California
- Los Angeles County Bar Association



MICHAEL H. PEARSON

Partner

Location: Sherman Oaks, California

Phone: (818) 205-2803

Email: mpearson@pwfirm.com



Michael H. Pearson is a partner and civil litigator in the firm's Los Angeles office, focusing on complex litigation, class actions, and consumer protection. Mr. Pearson has extensive experience in representing clients in a variety of contexts. He has served as a member of the litigation team in multiple cases that resulted in class certification or a class-wide settlement, including cases that involved antitrust, business litigation, complex financial products, high-technology products, consumer safety, and false and misleading advertising. *In re Broiler Chicken Antitrust Litigation*, No. 16 C 8637, 2022 WL 1720468 (N.D. Ill. May 27, 2022); *In re Pork Antitrust Litigation*, No. CV 18-1776 (JRT/JFD), 2023 WL 2696497 (D. Minn. Mar. 29, 2023); *Benson v. Newell Brands, Inc.*, No. 19 C 6836, 2021 WL 5321510 (N.D. Ill. Nov. 16, 2021). Specifically, he was instrumental in managing the review of tens of millions of documents and drafting pleadings in *In Re Credit Default Swaps Antitrust Litigation*, which was settled for \$1.86 billion, plus injunctive relief.

Mr. Pearson received his Bachelor of Science degree from Tulane University in 2008, majoring in Finance with an Energy Specialization. He received his Juris Doctorate from Loyola Law School Los Angeles in 2011. Mr. Pearson is an active member in a number of legal organizations, including the American Bar Association, Los Angeles County Bar Association, and the Association of Business Trial Lawyers.

Mr. Pearson's success has earned him recognition by his peers as a Super Lawyers Rising Star (representing the top 2.5% of lawyers in Southern California age 40 or younger or in practice for 10 years or less) each year from 2017 to the present.

Bar Admissions:

- State of California
- United States Court of Appeals for the Ninth Circuit
- United States District Court for the Central District of California
- United States District Court for the Eastern District of California
- United States District Court for the Northern District of California
- United States District Court for the Southern District of California
- United States District Court for the Northern District of Illinois

Professional Association and Memberships:

- American Bar Association
 - Association of Business Trial Lawyers
 - Los Angeles County Bar Association
- 1034440.4

Current Cases:

- *In re Cattle Antitrust Litig.* (D. Minn.)
- *Benson et al. v. Newell Brands Inc., et al.* (N.D. Ill.)
- *Beaver v. Nissan North America, Inc.* (M.D. Tenn.)
- *Stockley, et al. v. Nissan of North America, Inc., et al.* (M.D. Tenn.)
- *In Re: Change Healthcare, Inc. Customer Data Security Breach Litig.* (D. Minn.)
- *In re PVC Pipe Antitrust Litig.* (N.D. Ill.)
- *Redner's Markets, Inc. v. Lamb Weston Holdings, Inc. et al.* (N.D. Ill.)
- *BCBS Antitrust Litig.* (D. Ala.)

Past Cases:

- *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litig.* (N.D. Cal.) – **\$208 million settlement**
- *In re Credit Default Swaps Antitrust Litig.* (S.D.N.Y.) – **\$1.86 billion settlement**
- *In Re Fairlife Milk Products Marketing And Sales Practices Litig.* (N.D. Ill.) – **\$21 million settlement**
- *Trepte v. Bionaire, Inc.* (Cal. Sup. Ct.)
- *Freeman v. MAM USA Corp.* (N.D. Ill.)
- *Busler v. Nissan N. Am., Inc.* (M.D. Tenn.)
- *Martinez v. Nissan N. Am., Inc.* (M.D. Tenn.)
- *Senne, et al. v. Office of the Commissioner of Baseball, et al.* (N.D. Cal.) – **\$185 million settlement**
- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.) – **\$284 million in settlements**
- *In re Pork Antitrust Litig.* (D. Minn.) – **\$180 million in settlements**

Education:

- Loyola Law School Los Angeles, Los Angeles, California – J.D. – 2011
- Tulane University, New Orleans, Louisiana – B.S., *magna cum laude* - 2008



MATTHEW A. PEARSON

Partner

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Matthew Pearson is a partner in the firm's Los Angeles office, where he concentrates his litigation practice on a diverse range of complex matters including antitrust, consumer protection, business litigation, intellectual property and childhood sexual abuse matters. Mr. Pearson's comprehensive understanding of the legal landscape, coupled with a tenacious approach to advocacy, has consistently yielded favorable outcomes for his clients. Mr. Pearson received his Bachelor of Science degree from the University of Arizona in 2010, majoring in Business Management, and received his Juris Doctorate from Whittier Law School in 2013.

Throughout his career, Mr. Pearson has cultivated significant expertise in navigating multifaceted litigation scenarios. Mr. Pearson's experience spans a wide spectrum of legal domains, including complex toxic tort litigation, intricate business disputes, intellectual property matters, products liability claims, sensitive family law cases, and high-stakes personal injury actions. This broad exposure has equipped him with a versatile skillset and a nuanced understanding of various legal challenges. Mr. Pearson has diligently represented a diverse clientele, ranging from publicly traded and privately held companies and closely held corporations to thousands of individuals seeking justice and effective legal representation.

A significant portion of Mr. Pearson's career has been dedicated to complex antitrust litigation. Mr. Pearson played an integral role as a member of the litigation team in the *National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation* (N.D. Cal.). This pivotal case culminated in a significant victory in 2018 following a several week long bench trial. There, plaintiffs' win resulted in crucial injunctive relief for student-athletes. The damages portion of this impactful litigation had been previously resolved through a substantial \$208 million settlement, underscoring the team's dedication and effectiveness. In recognition of their exceptional achievement in this matter, the plaintiffs' litigation team, including Mr. Pearson, was honored with the prestigious "Outstanding Antitrust Litigation Achievement in Private Law Practice" award by the American Antitrust Institute (AAI) in 2019. The hard-fought victory was further validated when the United States Supreme Court unanimously upheld the district court's verdict in a resounding 9-0 decision, solidifying its significance in antitrust law.



Current Cases:

- *In re Cattle Antitrust Litig.* (D. Minn.)
- *In re PVC Pipe Antitrust Litig.* (N.D. Ill.)
- *Casino-Style Games Litig.* (N.D. Cal.)
- *North American Soccer League, LLC v. United States Soccer Federation, Inc. and Major League Soccer, LLC* (E.D.N.Y.)
- *In re Northern California Clergy Cases* (Cal. Sup. Ct.)
- *In re Southern California Clergy Cases* (Cal. Sup. Ct.)
- *In re The San Diego Diocese Cases* (Cal. Sup. Ct.)
- *Redner's Markets, Inc. v. Lamb Weston Holdings, Inc. et al.* (N.D. Ill.)
- *In re Episource LLC Data Breach Litig.* (C.D. Cal.)
- *BCBS Antitrust Litig.* (D. Ala.)

Past Cases:

- *In re: Keurig Green Mountain Single-Serve Coffee Antitrust Litig.* (S.D.N.Y.) – **\$31 million settlement**
- *Grace v. Apple, Inc.* (N.D. Cal.) – **\$18 million settlement**
- *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litig.* (N.D. Cal.) – **\$208 million settlement**
- *In re Credit Default Swaps Antitrust Litig.* (S.D.N.Y.) – **\$1.86 billion settlement**
- *Eashoo v. Iovate Health Sciences USA Inc.* (C.D. Cal.) – **\$2.5 million settlement**
- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.) – **\$284 million in settlements**
- *In re Pork Antitrust Litig.* (D. Minn.) – **\$180 million in settlements**

Education:

- Whittier Law School, California – J.D. – 2013
- University of Arizona: Eller College of Management – B.S. – 2010



More recently, Mr. Pearson was a vital member of the trial team in *North American Soccer League, LLC v. United States Soccer Federation, Inc., et al.* (E.D.N.Y.). This complex antitrust case alleged a conspiracy between the United States Soccer Federation and Major League Soccer to stifle competition within the realm of men's professional soccer.

Beyond his active casework, Mr. Pearson is deeply engaged in the legal community through his membership in several prominent legal organizations, including the American Bar Association, the Association of Business Trial Lawyers, and the Los Angeles County Bar Association. Mr. Pearson's commitment to professional excellence and his standing within the legal community are further underscored by his consistent selection as a Southern California Rising Star by Super Lawyers from 2019 to the present.

Bar Admissions:

- State of California
 - United States Court of Appeals for the Second and Ninth Circuits
 - United States District Court for the Central District of California
 - United States District Court for the Eastern District of California
 - United States District Court for the Northern District of California
 - United States District Court for the Southern District of California
-

Professional Associations and Memberships:

- American Bar Association
- Association of Business Trial Lawyers
- Los Angeles County Bar Association



RACHEL SOFFIN

Partner

Phone: (818) 205-2815

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Rachel Soffin is a partner whose work is focused on consumer class action litigation. Ms. Soffin's class action experience during her twenty-year career is vast and includes litigation in the areas of defective consumer products, automotive, false advertising and mislabeling, breach of contract, and deceptive and unfair trade practices. Ms. Soffin has been appointed to leadership roles in numerous class action cases across the country and regularly speaks at national continuing legal education conferences on complex class action litigation topics.

Ms. Soffin has litigated and resolved many significant complex class actions, including *Seresto Flea and Tick Collar Manufacturing Sales Practices and Products Liability Litigation* (N.D. Ill.), where she was appointed co-lead counsel in a class action involving allegedly dangerous and defective pet pesticide collars. In this high-profile nationwide consumer protection action, Ms. Soffin and co-counsel achieved a \$15 million settlement following significant investigation and litigation, including work with various experts in veterinary medicine, epidemiology, material sciences and engineering.

Ms. Soffin has dedicated the majority of her career to protecting consumers. After spending the first five years of her career representing corporations, Ms. Soffin chose to focus her work on protecting individuals from corporate malfeasance. In recognition of her contributions to complex litigation, Ms. Soffin has been designated by Super Lawyers as a Florida Rising Star from 2011 to 2013 and as a Florida Super Lawyer from 2014 to 2018, 2022-2025 in the fields of Class Actions and Mass Torts.

Since her admission to the bar in 2005, Ms. Soffin has represented consumers and also served as class counsel in numerous successful class actions, including:

- *Seresto Flea and Tick Collar Mktg., Sales Practices and Prod. Liab. Litig.* (N.D. Ill.) (court-appointed co-lead counsel in class action involving allegedly dangerous and defective pet pesticide collars, resulting in \$15 million settlement);
- *In re: All-Clad Metalcrafters LLC, Cookware Mktg. and Sales Prac. Litig.*, (W.D. Pa.) (co-lead counsel in class action involving defective cookware, resulting in settlement of up to \$4 million);



Current Cases:

- *In Re: Bestway Above-Ground Pools Litig.* (N.D. Ill.)

Education:

- Stetson University College of Law – J.D. – 2005
- Florida State University – B.A. – 2002

Bar Admissions:

- State of Florida
- State of Georgia
- United States Court of Appeals for the Eleventh Circuit
- United States District Court for the Middle District of Florida
- United States District Court for the Southern District of Florida
- United States District Court for the Northern District of Georgia
- United States District Court for the Northern District of Illinois



- *In Re: Tracfone Unlimited Service Plan Litig.* (N.D. Cal.) (\$40 million settlement for consumers subjected to deceptive cellular phone data plan practices);
- *Berman et al v. Gen. Motors LLC* (S.D. Fla.) (\$40 million value settlement in class action involving defective automobiles);
- *De Leon v. Bank of Am., N.A. (USA)* (M.D. Fla.) (\$10 million settlement for consumers subjected to breach of cardholder agreement and deceptive trade practices);
- *Dickens, et al. v. Thinx Inc.* (S.D.N.Y.) (settlement of up to \$5 million in class action involving false advertising of products containing Per-and polyfluoroalkyl substances (“PFAS”));
- *Spencer, et al. v. Knix* (S.D.N.Y.) (settlement of up to \$2 million in class action involving false advertising of products containing Per-and PFAS);
- *Peterson, et al v. BSH Home Appliances Corp.* (W.D. Wash.) (settlement of up to \$2 million in class action involving defective ovens);
- *Hamm v. Sharp Electronics Corporation* (S.D. Fla.) (over \$100 million value settlement in class action involving defective microwaves);
- *In Re: Horizon Organic Milk Plus DHA Omega-3 Mktg. and Sales Prac. Litig.* (S.D. Fla.) (\$1.3 million settlement value for consumers subjected to deceptive trade practices involving product misrepresentations);
- *Swift v. Bank of Am.* (M.D. Fla.) (\$1 million settlement for consumers subjected to TCPA violations).



NEIL J. SWARTZBERG

Of Counsel

Location: San Francisco, California

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Neil Swartzberg, of counsel to Pearson Warshaw, LLP, has significant litigation and counseling experience, with a track record of providing advice and representation to individuals and companies. He has expertise in complex and commercial litigation, focusing on consumer protection, antitrust and securities laws, primarily in the class action context. Practicing in both federal and state courts, he has litigated price-fixing class actions, securities fraud suits and other consumer protection cases, as well as patent infringement, trade secret misappropriation and related intellectual property matters.

Mr. Swartzberg was a leading attorney in the direct purchaser plaintiff class action *In re Static Random Access Memory (SRAM) Antitrust Litigation* (N.D. Cal.). He was also actively involved in several other antitrust class actions, such as *In re Broiler Chicken Antitrust Litigation* (N.D. Ill.), *In re International Air Transportation Surcharge Antitrust Litigation* (N.D. Cal.), *Air Cargo Shipping Services Antitrust Litigation* (E.D.N.Y.), *In re Cathode Ray Tube (CRT) Antitrust Litigation* (N.D. Cal.), and *In re Optical Disk Drive (ODD) Antitrust Litigation* (N.D. Cal.). In addition, he has represented patent owners and companies in infringement cases for patents covering video game controllers, Internet search functionality, secure mobile banking transactions and telecommunications switches.

His current cases include: a direct purchaser antitrust class actions against the leading domestic producers of pork; an indirect purchaser antitrust class action against PVC (plastic) pipe manufacturers, several class actions on behalf students against colleges and universities seeking partial refunds of tuition and fees because of the schools closing their campuses and transitioning to online-only classes in the wake of COVID-19; an antitrust suit challenging the conduct of Major League Soccer and the United States Soccer Federation to exclude competition in men's professional soccer; and direct purchaser (opt-out) cases by health care providers against the Blue Cross and Blue Shield Association and its member insurance companies alleging antitrust violations, including market allocation agreements.

Professional Associations and Memberships:

- American Bar Association
-

Languages:

- German (proficient)



Current Cases:

- *In re Pork Antitrust Litig.* (D. Minn.)
- *Vakilzadeh v. The Trustees of California State University* (Cal. Sup. Ct., Los Angeles)
- *Stoffel v. The Regents of the University of California* (Cal. Sup. Ct., Los Angeles)
- *North American Soccer League, LLC v. United States Soccer Federation, Inc. and Major League Soccer L.L.C.* (E.D.N.Y.)
- *In re PVC Pipe Antitrust Litig.* (N.D. Ill.)

Education:

- University of California, Davis, School of Law – J.D. – 2001
 - State University of New York, Buffalo – M.A. – 1994
 - Duke University – A.B. – 1991
-

Bar Admissions:

- State of California
 - United States Court of Appeals for the Ninth Circuit
 - Federal Circuit Court of Appeals
 - United States District Court for the Central District of California
 - United States District Court for the Eastern District of California
 - United States District Court for the Northern District of California
 - United States District Court for the Eastern District of Missouri
 - United States District Court for the Western District of Pennsylvania
-

Publications and Presentations:

- *The Hard Cell, Mobile banking and the Federal Circuit's "divided infringement" decisions*, Feb. 2013, Intellectual Property magazine, with Robert D. Becker



NAVEED ABAIE

Associate

Location: Los Angeles, California

Phone: (818) 205-2802

Email: nabaie@pwfirm.com

Naveed Abaie is an associate in the firm's Los Angeles office focusing on consumer protection, antitrust, and business litigation. Mr. Abaie recently served on the co-lead class counsel trial team on behalf of a certified class of direct purchaser plaintiffs in *In re Broiler Chicken Antitrust Litigation*, Northern District of Illinois, Case No. 1:16-cv-08637. Trial commenced in September 2023, and the complaint alleged that the nation's largest broiler chicken producers violated antitrust laws by limiting production and manipulating the price indices. PW and co-counsel secured settlements of over \$284 million for the direct purchaser plaintiffs.

Mr. Abaie graduated from the University of San Diego, School of Law in 2017. While at the University of San Diego, he earned his J.D. with a concentration in Business and Corporate Law. Mr. Abaie received his Bachelor's degree from the University of California, Berkeley Haas School of Business in 2012.



Current Cases:

- *In re Pork Antitrust Litig.* (D. Minn.)
- *In re Cattle Antitrust Litig.* (D. Minn.)
- *North American Soccer League, LLC v. United States Soccer Federation, Inc. and Major League Soccer L.L.C.* (E.D.N.Y.)
- *Doyle v. Tesla, Inc.* (N.D. Cal.)
- *In re Northern California Clergy Cases* (Cal. Sup. Ct.)
- *In re Southern California Clergy Cases* (Cal. Sup. Ct.)
- *In re The San Diego Diocese Cases* (Cal. Sup. Ct.)
- *In re PVC Pipe Antitrust Litig.* (N.D. Ill.)

Education:

- University of San Diego, California – J.D. – 2017
- University of California, Berkeley, California – B.A. – 2012

Bar Admissions:

- State of California
- United States District Court for the Central District of California
- United States District Court for the Eastern District of California
- United States District Court for the Northern District of California

Professional Associations and Memberships:

- Association of Business Trial Lawyers



BRIAN S. PAFUNDI

Associate

Location: Minneapolis, Minnesota

Phone: (612) 389-0604

Email: bpafundi@pwfirm.com



Brian S. Pafundi is an associate in the firm's Minneapolis office focusing on antitrust and consumer protection class actions.

Mr. Pafundi received his B.A. in Political Science in 2005 and a Master of Arts degree in Mass Communications in 2009, both from the University of Florida. His graduate research focused on communications law and policy generally, and specifically, public records and open meetings laws. His research on public access to criminal discovery records has been quoted by the Tennessee Supreme Court, *see Tennessean v. Metro. Gov't of Nashville*, 485 S.W.3d 857, 871 (Tenn. 2016), and is cited in LaFave and Israel's Criminal Procedure Practice Series treatise. *See* n. 198, § 23.1(d) Closed proceedings: First Amendment right of access, 6 Crim. Proc. § 23.1(d) (4th ed.).

Mr. Pafundi graduated from the University of Florida Levin College of Law in 2010. After law school he worked as an Assistant Public Defender for the State of Minnesota where he handled a full and diverse caseload, including representing juveniles in delinquency proceedings and representing hundreds of adult criminal defendants across Minnesota's Third Judicial district.

During his tenure with the Public Defender's office, Mr. Pafundi served as lead attorney for numerous serious felony trials and represented a handful of individuals indicted on first-degree murder charges from initial appearance all the way through resolution of the matter.

Since joining Pearson Warshaw, Mr. Pafundi has worked on many of the firm's complex antitrust litigation matters, including all three protein cases, while also assisting on a handful of the false and deceptive advertising matters, leveraging his research background and courtroom experience to enhance the firm's work across all cases.

Current Cases:

- *In re Pork Antitrust Litigation* (D. Minn.)
 - *Freeman v. MAM USA Corp.* (N.D. Ill.)
 - *In re Cattle Antitrust Litigation* (D. Minn.)
 - *In re PVC Pipe Antitrust Litig.* (D. Ill.)
 - *Ashour v. Arizona Beverages USA LLC et al.* (S.D.N.Y.) (false advertising/mislabeling)
 - *Redner's Markets, Inc. v. Lamb Weston Holdings, Inc. et al.* (N.D. Ill.)
-

Education:

- University of Florida Levin College of Law – J.D. – 2010
 - University of Florida College of Journalism and Communications – M.A. – 2009
 - University of Florida College of Liberal Arts and Science – B.A. – 2005
-

Bar Admissions:

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

Professional Associations and Memberships:

- Minnesota State Bar Association
-

Publications:

- *Public Access to Criminal Discovery*



ADRIAN J. BUONANOCE

Associate

Location: Sherman Oaks, California

Phone: (818) 205-2807

Email: abuonanoce@pwfirm.com

Adrian J. Buonanoce is an associate in the firm's Los Angeles office, focusing on antitrust and consumer protection litigation.

Mr. Buonanoce received a Bachelor's degree in Political Economy from the University of California, Berkeley in 2012. He earned a Juris Doctorate from the University of San Diego School of Law with a concentration in International Law in 2018. In 2024, Mr. Buonanoce published "The Basics of Antitrust" in the Consumer Attorneys of California Forum magazine.

In January 2025, Mr. Buonanoce was a core member of the trial team in the matter of *North American Soccer League, LLC v. United States Soccer Federation, Inc., et al.* The case was tried in the Eastern District of New York and lasted three weeks. The intense demands and intricate nature of this trial have had a great impact on Mr. Buonanoce's development as a trial lawyer in high stakes complex litigation.



Current Cases:

- *Vakilzadeh v. The Trustees of California State University* (Cal. Sup. Ct., Los Angeles)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *In re Cattle Antitrust Litig.* (D. Minn.)
- *North American Soccer League, LLC v. United States Soccer Federation, Inc. and Major League Soccer L.L.C.* (E.D.N.Y.)
- *Zimmerman v. Paramount Global* (S.D.N.Y.)
- *In re PVC Pipe Antitrust Litig.* (D. Ill)
- *In re Granulated Sugar Antitrust Litig.* (D. Minn)
- *Conry, et al. v. Gerber Products Company, et al.* (E.D.N.Y.)

Education:

- University of San Diego, California – J.D. – 2018
- University of California, Berkeley, California – B.A. – 2012

Bar Admissions:

- State of California
- United States District Court for the Central District of California
- United States District Court for the Northern District of California

Professional Associations and Memberships:

- Association of Business Trial Lawyers
- Public Justice

Publications:

- *The Basics of Antitrust*, Consumer Attorneys of California Forum Magazine, vol. 54, no. 1, 2024, pp. 32-35.



RYAN T. GOTT

Associate

Location: Minneapolis, Minnesota

Phone: (612) 389-0602

Email: rgott@pwfirm.com

Ryan T. Gott is an attorney in the firm's Minnesota office with a practice focused on consumer protection, data privacy & security, false advertising, product liability and environmental law matters.

Mr. Gott has a demonstrated history of litigation success in both state and federal courts, including multiple appearances and favorable results before the Minnesota Supreme Court and federal district courts. He is a passionate advocate for his clients with a dedication to open communication and consultation.

In the litigation and maintenance of two of the largest data breach MDLs in the country, *In Re: Change Healthcare, Inc. Customer Data Security Litigation* and *In re: MOVEit Customer Data Security Breach Litigation*, Mr. Gott is tasked with dispositive motion briefing, plaintiff vetting and ESI preservation coordination, offensive, non-party and expert discovery and depositions.

Mr. Gott is an active member of Electronic Document Retention and Production Working Group of The Sedona Conference, which seeks to develop principles, guidance and best practice recommendations for information governance and electronic discovery. Mr. Gott serves on multiple Public Justice committees including the Access to Justice Task Force and the Class Action Preservation Project Task Force. Mr. Gott also serves as a board member on multiple non-profits within the Twin Cities and is dedicated to the University of St. Thomas School of Law, its students and graduates.

Bar Admissions:

- State of Minnesota
- United States District Court for the District of Minnesota
- United States District Court for the District of Colorado
- United States District Court for the North District of Illinois

Education:

- University of St. Thomas School of Law - J.D. - 2015
- Saint John's University - B.A. - 2012



Current Cases:

- *Ashour v. Arizona Beverages USA LLC et al.* (S.D.N.Y.) (false advertising/mislabeling)
- *Benson et al. v. Newell Brands Inc., et al.* (N.D. Ill.) (false advertising/mislabeling)
- *Burkhardt, et al. v. Moneylion Techs, Inc., et al.* (N.D. Fl.) (consumer protection)
- *In re Allianz Life Insurance Company of North America Data Incident Litig.* (D. Minn.) (data breach)
- *In re: Apple Inc. App Store Simulated Casino-Style Games Litig.; In re: Facebook, Inc. App Center Simulated Casino-Style Games Litig.; and In re: Google Play Store Simulated Casino-Style Games Litig.* (N.D. Cal.)
- *In Re: Bestway Above-Ground Pools Litig.* (N.D. Ill.)
- *In Re: Change Healthcare, Inc. Customer Data Security Breach Litig.* (D. Minn.) (data breach)
- *In Re: MOVEit Customer Data Sec. Breach Litig.* (D. Mass.) (data breach)
- *In Re Santa Fe Natural Tobacco Company, Marketing, Sales Practice, and Products Liability Litig.* (D.N.M.) (false advertising/mislabeling)
- *Nutraceutical Wellness, Inc. Consumer Fraud Litig.* (S.D.N.Y.) (false advertising/mislabeling)
- *Patterson v. WEX, Inc.* (N.D. Cal.) (consumer protection)

Professional Associations and Memberships:

- Minnesota State Bar Association
- American Bar Association
- Federal Bar Association
- Public Justice
- The Sedona Conference



KELSEY GATLIN DAVIES

Associate

Location: Sherman Oaks, California

Phone: (612) 389-0602

Email: kdavies@pwfirm.com



Kelsey Gatlin Davies is an associate attorney who specializes in consumer protection matters and class action litigation. She represents individuals and classes of consumers, on both state and nationwide bases, in cases involving unfair business practices, deceptive advertising, and defective products.

Ms. Davies is dedicated to achieving meaningful results for her clients. She has a history of litigation success in various federal courts, including appearances and favorable results in consumer class actions involving mislabeled and dangerously defective products. Most recently, she served as class counsel in a consumer protection case involving a baby bassinet, *Amanda Marble, et al. v. Halo Innovations, Inc.*, in which she was integral to achieving a \$1.5 million nationwide settlement in the Southern District of New York. She also she played an instrumental role in the successful litigation and resolution of *In Re Seresto Flea and Tick Collar Litigation*, where she served on the Plaintiffs' discovery committee, spearheading defensive discovery efforts including defending Class Representative depositions. For her class action work, Ms. Davies was recognized as a Top Plaintiff Attorney in Class Actions by CityView Magazine in 2025 and 2024. She was also awarded Top 40 Under 40 by The National Trial Lawyers in 2024 and 2023.

Before shifting her career to class actions, Ms. Davies played an key role in litigating and bringing resolution to the Kingston Coal Ash Spill Litigation, *Adkisson, et al. v. Jacobs Engineering Group, Inc.*, a case involving over 300 victims of the largest industrial disaster in U.S. history, the 2008 Kingston Coal Ash Spill in Kingston, Tennessee. For her work on this matter, she, along with her colleagues, was selected as a finalist by Public Justice for Trial Lawyer of the Year in 2024.

Current Cases:

- *In Re: Snuga Litigation* (false advertising/mislabeling) (W.D.N.Y)
- *Seresto Flea and Tick Collar Manufacturing Sales Practices and Products Liability Litig.* (false advertising/mislabeling) (N.D. Ill.)

Education:

- University of Tennessee College of Law - J.D. – 2020
- University of Tennessee Chattanooga - B.A. - 2014

Bar Admissions:

- State of Tennessee
- United States District Court for the Eastern District of Tennessee
- United States District Court for the Middle District of Tennessee
- United States District Court for the Northern District of Illinois

Professional Associations and Memberships:

- National Trial Lawyers
- Tennessee State Bar Association
- Knoxville Bar Association
- American Bar Association
- Public Justice

E HIBIT 3



Kevin Laukaitis, Esq.

Owner/Founder, Laukaitis Law LLC

Practice

- Litigation, Consumer Class Action

Education

- Temple University - Beasley School of Law, J.D.
- Drexel University, B.S. Business Administration

Admitted to Practice

- Pennsylvania
- New Jersey
- United States District Court for the Eastern District of Pennsylvania
- United States District Court for the Middle District of Pennsylvania
- United States District Court for the District of New Jersey
- United States District Court for the Northern District of Illinois
- United States District Court for the Eastern District of Michigan

Kevin Laukaitis is the Owner and Founder of Laukaitis Law LLC. He focuses most of his practice on litigation, with a particular emphasis on consumer class actions. Kevin has extensive experience handling complex litigation matters, in state and federal courts, on behalf of consumers who have been wronged by companies that have violated the law.

Kevin graduated from Drexel University with a B.S. in Business Administration with a focus in Marketing. He received his J.D from Temple University Beasley School of Law, where he was a part-time evening program student. During law school, Kevin worked full-time as a paralegal where he gained practical experience in all aspects of class action litigation. Upon graduating, Kevin worked as an attorney at two class action law firms before founding Laukaitis Law LLC.

Legal Successes

Kevin has played a prominent role in many class action lawsuits against deregulated energy companies that have engaged in deceptive practices by overcharging consumers on their energy bills. Kevin's efforts have resulted in over \$70 million in recovery to classes of consumers who were overcharged by these energy companies. The class action settlements include:

- *Mercado, et al. v. Verde Energy USA, Inc., et al.*, No. 18-cv-2068, United States District Court for the Northern District of Illinois (appointed lead class counsel in the case and obtained \$7 million for a class of Illinois, Massachusetts, New Jersey, New York, Ohio, and Pennsylvania customers of Verde Energy)
- *Bell v. Gateway Energy Services Corporation*, No. 031168/2018 (N.Y. Supr. County of Rockland) (appointed lead class counsel in the case and obtained \$12.833 million for a class of New York, New Jersey, Pennsylvania, Maryland, and Virginia customers of Gateway Energy)
- *Austin v. Kiwi Energy Services LLC*, No. 515350/2017 (New York State Supreme Court, Kings County) (appointed lead counsel and obtained over \$1 million for a class of customers of Kiwi Energy)

- *Hamlen v. Gateway Energy Services Corporation*, No. 7:16-cv-03526-VB-JCM, United States District Court for the Southern District of New York (appointed class counsel and worked on the team who obtained \$9.25 million for a class of New York, New Jersey, Pennsylvania, Maryland, Virginia, Kentucky, and Ohio customers of Gateway Energy)
- *Lori Sanborn, et al. v. Viridian Energy Inc., et al.*, No. 3:14-cv-01731-SRU, United States District Court for the District of Connecticut (worked on the team who obtained \$18.5 million for a class of customers of Viridian Energy)
- *Basile v. Stream Energy Pennsylvania, LLC, et al.*, Case No.1:15-cv-01518-YK, United States District Court for the Middle District of Pennsylvania (worked on lead class counsel team who obtained \$13.5 million for a class of Pennsylvania customers of Stream Energy)
- *Amy Silvis v. Ambit Northeast LLC*, No. 2:14-cv-05005, United States District Court for the Eastern District of Pennsylvania (worked on lead class counsel team who obtained \$9.3 million for a class of Pennsylvania customers of Ambit Energy)
- *Sobiech v. U.S. Gas & Electric, Inc.*, No. 14-cv-04464, United States District Court for the Eastern District of Pennsylvania (worked on lead class counsel team who obtained \$1.25 million for a class of customers of Pennsylvania Gas & Electric).

Other Notable Consumer Class Actions

Kevin has also been appointed class counsel in *Neversink General Store, et al. v. Mowi USA, LLC, et al.*, No. 20-cv-09293 (S.D.N.Y.), which resulted in a \$1.3 million settlement for a class of purchasers of deceptively labeled salmon products and *Quezada, et al. v. Arbitersports, LLC*, No. 20-cv-05193 (E.D. Pa.), which resulted in a settlement for a class of over 500,000 sports referees who had their personal information compromised in a data breach.

Kevin also serves on the Plaintiffs' Executive Committee *IN RE: Seresto Flea and Tick Collar Marketing, Sales Practices Andandoducts Liability Litigation*, No. 21-cv-04447 (N.D. Ill.), involving claims of deceptive marketing and product defects related to flea and tick collars. Additionally, in *Counts et al v. Arkk Food Company & Wahlburgers I, LLC*, No. 1:23-cv-236 (N.D. Ill.), he was appointed Class Counsel in a false advertising class action challenging the labeling of pickles marketed as "All Natural." The case resulted in a \$2 million settlement, which received final approval in September 2024.

Data Breach and Privacy Class Actions

Kevin is a leading attorney in data breach litigation and has been appointed as Interim Co-Lead Counsel, Class Counsel, and Executive Committee in an increasing number of Data Breach lawsuits, including:

Jackson, et al. v. Suffolk University, 1:23-cv-10019-DJC (D. Mass); *Guerrero v. Merritt Healthcare Holdings, LLC*, 3:23-cv-00389-MPS (D. Conn.); *In re Whitworth University Data Breach*, 2:23-cv-00179 (E.D. Wash.); *Wang, et al. v. Corporation of Mercer University*, 5:23-cv-00193 (M.D. Ga.); *Brent, et al. v. Advanced Medical Management, LLC*, No. C-03-CV-23-002826 (Md. Cir. Ct.); *Kaefring, et al. v. University of Iowa Community Medical Services, LLC d/b/a UI Community Homecare*, CVCV084433 (Iowa Dist.); *In re Honeywell International Inc. Data Breach Litig.*, No. 3:23-cv-594 (W.D.N.C.); and *Kolkind v. DMS Health Technologies*, 3:23-cv-204 (D.N.D.). Kevin also serves on the Plaintiff's Executive Committee in *Skurauskis, et al. NationsBenefits Holdings LLC, et al.*, 0:23-cv-60830 (S.D. Fla.) and *Lipps, et al. v. LCS Financial Services Corporation*, 23-cv-2565 (D. Colo.).

Kevin was also part of the lead class counsel team who worked on *Taha v. County of Bucks*, No. 12-06867, United States District Court for the Eastern District of Pennsylvania, a seminal case that resulted in a jury verdict for a certified class of nearly 68,000 people. The jury awarded each member of the class \$1,000 in punitive damages. The case was ultimately settled on classwide basis resulting in significant financial recovery for the class.

Kevin has also been appointed Class Counsel in a data breach class action against Rite Aid Corporation. *Bianucci v. Rite Aid Corporation*, No. 2:24-cv-03356 (E.D. Pa.) The case involved a cyberattack that compromised personal information, including names, addresses, dates of birth, and government ID numbers of over 2 million individuals. Kevin Laukaitis, along with co-counsel, negotiated a \$6.8 million settlement approved by the U.S. District Court for the Eastern District of Pennsylvania. Despite Rite Aid's bankruptcy, class counsel preserved the entirety of the common fund through insurance recovery. The settlement provides relief to approximately 69,450 claimants nationwide, with enhanced statutory recovery for California residents.

In *McNally et al. v. InfoSys McCamish Systems, LLC*, No. 1:24-cv-00995 (N.D. Ga.) Kevin was appointed as Class Counsel in a breach affecting 3.7 million individuals tied to Bank of America-administered compensation plans. A \$2.5 million settlement received preliminary approval in July 2025.

In re Prudential Financial, Inc. Data Breach Litigation, No. 2:24-cv-06818 (D. N.J.) (Appointed Class Counsel in a data breach case involving a February 2024 cyberattack that exposed sensitive personal information of over 2.5 million individuals. A \$4.75 million settlement was reached to compensate affected clients for out-of-pocket losses and identity theft risks).

Vela et al v. AMC Networks, Inc., No. 1:23-cv-02524, (S.D.N.Y.) (Appointed Class Counsel in a class action under the Video Privacy Protection Act (VPPA), involving alleged unauthorized disclosure of user video viewing data by AMC's streaming platforms. The case resolved with an \$8.3 million settlement, approved in May 2024.

Hasson v. Comcast Cable Communications LLC, No. 2:23-cv-5039, (E.D.Pa.) (Appointed Class Counsel in a data breach class action involving a 2023 cyberattack that exposed the personal information of approximately 36 million Comcast customers.)

Professional Associations and Activities

- American Bar Association
- Public Justice
- Philadelphia Trial Lawyers Association