

GOLOMB SPIRT GRUNFELD, PC

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Attorneys for Plaintiff and the Class

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**NOTICE OF MOTION FOR FINAL
APPROVAL OF THE CLASS ACTION
SETTLEMENT**

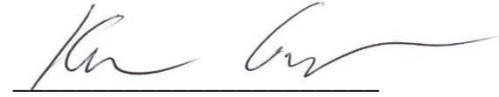
PLEASE TAKE NOTICE that on Thursday, July 13, 2023 at 10 o'clock a.m., or as the Court may otherwise direct, Plaintiff Victor Mateo, through Class Counsel Golomb Spirt Grunfeld, P.C., will move before the Superior Court of New Jersey, Law Division, in Bergen County, New Jersey (the Honorable Robert M. Vinci, J.S.C.), pursuant to R. 4:32 for entry of an Order granting final approval of the class action settlement in the above referenced matter. A proposed form of Order is attached.

PLEASE TAKE FURTHER NOTICE that in support of this Motion, Plaintiff will rely upon the certification of counsel, brief and exhibits attached hereto.

PLEASE TAKE FURTHER NOTICE that pursuant to R. 1:6-2(a), a copy of the proposed form of Order is attached hereto. This Motion shall be deemed uncontested unless response papers are timely filed and served, stating with particularity the basis of the opposition to the relief sought.

Dated: July 6, 2023

Respectfully submitted,



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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**[PROPOSED] ORDER FOR FINAL
APPROVAL OF THE CLASS ACTION
SETTLEMENT AND FOR PAYMENT OF
ATTORNEYS' FEES AND LITIGATION
COSTS AND EXPENSES AND A
SERVICE AWARD**

THIS MATTER having been brought before the Court on Motion for Final Approval of the Class Action Settlement, filed by Plaintiff's Counsel, and the Court having (1) reviewed and considered the submissions of the parties in connection with the preliminary and final approval of settlement; (2) reviewed any and all properly and timely filed objections and comments to the settlement and the parties responses to such objections and comments; and (3) having held a hearing on _____, 2023 at which time the Court heard and considered the arguments, comments and evidence submitted by all parties who entered appearances in this matter, having found that the named Plaintiff is entitled to the relief he seeks, and for good cause shown:

IT IS ON THIS ___ DAY OF _____, 2023 ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;

2. With respect to the Settlement Class, the Court finds and concludes, for settlement purposes only, that (a) members of the Settlement Class are so numerous as to make joinder impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual Settlement Class Members; (c) Named Plaintiff's claims and the defenses thereto are typical of the claims of Settlement Class members and the defenses thereto; (d) Named Plaintiff and his counsel can protect and have fairly and adequately protected the interests of the Settlement Class Members in this matter; and (e) a class action is superior to all other available methods for fairly and efficiently resolving this matter and provides substantial benefits to the Settlement Class Members and the Court. The Court therefore determines that this Litigation was properly certified as a class action pursuant to R. 4:32-1(b), consisting of the Settlement Class, because, for purposes of this settlement, the Settlement Class meets the standards recited in Rules Governing the Courts of the State of New Jersey, Rule 4:32-1, et seq., as applicable, and finally certifies the Settlement Class for settlement purposes.

3. The Court further finds that the Settlement Agreement was arrived at after extensive arm's length negotiations conducted in good faith by counsel for the parties in this action and is supported by the vast majority of the members of the Settlement Class.

4. The Settlement set forth in the Settlement Agreement is fair, reasonable, and adequate in light of the complexity, expense and duration of this litigation, and the risks inherent and involved in establishing liability and damages and in maintaining the class action through trial and appeal, and any timely and valid objections thereto are hereby overruled. This litigation presents novel, difficult and complex issues as to liability and the relief afforded to members of the Settlement Class as to which there are substantial grounds for difference of opinion. The settlement is also fair, reasonable and adequate when weighing the benefits afforded to the

Settlement Class against the expense and length of time necessary to prosecute these proceedings through trial, the uncertainties of the outcome of the proceedings, and the fact that resolution of the class claims, whenever and however determined, would likely be submitted for appellate review. In addition, there have been extensive arm's length negotiations between counsel for the parties in this litigation and the exchange of detailed information about the claims alleged in the Litigation. The promises and commitments of the parties under the terms of the Settlement Agreement, including payments to the Class Members, thus constitute fair value given in exchange for the releases of the Released Claims against the Released Party in light of such factors and the information in the parties' possession at the time the settlement was negotiated and agreed to by the parties.

5. The Court finds that the manner and content of the Notice as specified in detail in the Settlement Agreement (i) constituted the best notice practicable; (ii) constituted notice that was reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of the Litigation, of their right to appear at the Final Approval Hearing and their right to seek monetary 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 or requirement. Full and fair opportunity has been afforded to the members of the Settlement Class to be heard and to participate in the Final Approval Hearing.

6. The Court finds that the parties have complied with their respective obligations as set forth in the Preliminary Approval Order entered by this Court on March 8, 2023.

7. The Court finds the parties and each Settlement Class Member have submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement, permitting the Court to retain continuing jurisdiction over this action to

ensure the terms of this settlement are fully effectuated. The Court further finds it is in the best interests of the parties and the Settlement Class Members, and consistent with principles of judicial economy, that any dispute between any Settlement Class member (except for any dispute as to whether any person is a Settlement Class Member, which dispute shall be presented to the Settlement Administrator pursuant to the terms of the Settlement Agreement) and the Released Party that in any way relates to the applicability or scope of the Settlement Agreement, or of this Final Approval Order should be presented exclusively to this Court for resolution by this Court.

Based upon the foregoing findings of fact and conclusions of law, which are based upon and supported by the substantial evidence presented by the parties hereto and members of the Settlement Class, all of which the Court has considered and is in the record before the Court **IT IS ORDERED** as follows:

A. The motion for final approval and all the terms set forth in the Settlement Agreement is **GRANTED**, and the Court hereby overrules all objections, as either untimely, not in accordance with the Court's previous order or on their merits.

B. Because the Court determines that the Litigation satisfies the prerequisites for class certification pursuant to R. 4:32-1(b)(1)(A), and/or other laws as applicable, the Court reaffirms its ruling in the Preliminary Approval Order as to the propriety of class certification for settlement purposes and finally certifies a Settlement Class as defined in the Preliminary Approval Order and Agreement as:

All individuals residing in the United States whose PII was potentially compromised as a result of the Data Breach Incident.

C. The Court confirms its appointment of

Kenneth J. Grunfeld, Esq.
Kevin W. Fay, Esq.
GOLOMB SPIRT GRUNFELD, PC

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as Class Counsel and finds Class Counsel and the named Plaintiff adequate representatives of the Settlement Class.

D. In light of the factors set forth above and based on the submissions received by the Court in connection with both preliminary and final approval of this settlement, the Court grants final approval to the Settlement Agreement and settlement as being fair, reasonable and adequate as to all parties and consistent with and in compliance with all requirements of Due Process and applicable law, as to and in the best interests of all parties and directs the parties and their counsel to implement and consummate the Settlement Agreement in accordance with its terms and provisions.

E. The proposed method for providing relief to Settlement Class Members, as set forth in the Agreement, is finally approved as fair, reasonable, adequate, just, and in the best interests of the Settlement Class, and the parties are hereby ordered to provide and comply with the relief described in the Agreement in accordance with its terms.

F. The Court hereby awards attorneys' fees and costs in the total amount of \$183,333.33, which represents one-third of the maximum total settlement compensation, which the Court finds to be fair and reasonable.

G. The Court hereby awards Plaintiff Victor Mateo a service award in the amount of \$1,500.00 to be paid consistent with the Settlement Agreement.

H. By Operation of this Final Order, effective as of the Effective Date, and in consideration of the Settlement Agreement and the benefits extended to the Settlement Class, the named Plaintiff, Victor Mateo, for himself, his executors, administrators, successors and assigns and the Settlement Class Members, for themselves, their heirs, executors, administrators,

successors and assigns, do or by operation of this Final Order are deemed to have fully released Defendant and “Released Parties” as defined in the parties’ Settlement Agreement from the Released Claims, which will forever discharge Defendant and the Released Parties of and from any liability arising in whole or in part from the Released Claims as defined in the Settlement Agreement.

I. The Agreement and the settlement provided for herein and any proceedings taken pursuant thereto are not and cannot be offered or received as evidence of, a presumption, concession or an admission of liability or a defect or any misrepresentation or omission in any statement or written document approved or made by Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial.

J. The Court hereby authorizes the parties, without further written approval from the Court, to adopt such amendments, modifications and expansions of the Settlement Agreement as (i) shall be consistent in all material respects with this Final Approval Order and (ii) do not limit the rights of the parties or Settlement Class Members.

K. Without affecting the finality of the present Order, the Court retains continuing jurisdiction over this Settlement and this Litigation, including the administration, consummation, and enforcement of the Settlement Agreement, and the provision of benefits to the Settlement Class Members. This Court also retains jurisdiction over the parties, the Released Parties, and each member of the Settlement Class who are deemed to have submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of or relating to this Final Approval Order and Judgment or the enforcement of the terms of the Settlement Agreement.

L. The Court hereby orders the Clerk of the Court to enter forthwith a Dismissal of the Complaint in this litigation with prejudice and without costs, except as provided for under the terms of the Settlement Agreement and in this Order.

IT IS SO ORDERED.

The Honorable Robert M. Vinci, J.S.C.

Unopposed

Opposed

GOLOMB SPIRT GRUNFELD, PC

By: Kenneth J. Grunfeld, Esq. (Atty. ID: 026091999)

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INTERNATIONAL UNION, LOCAL
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Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**Certification in Support of Motion for Final
Approval of the Class Action Settlement**

I, Kenneth J. Grunfeld, do hereby certify that:

1. I am an attorney licensed to practice law in the State of New Jersey and am a partner with the law firm Golomb Spirt Grunfeld, P.C. (GSG), and am Court-appointed Class Counsel for the Settlement Class in the above captioned data breach class action against Defendant Service Employees International Union, Local 32BJ (“Defendant”).

2. I submit this certification in support of final approval of the Class Action Settlement, in support of the application for an incentive award to the Class Representative, Victor Mateo, and in support of GSG’s application for an award of attorneys’ fees and reimbursement of expenses incurred in connection with services rendered in this class action.

3. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit 1.

4. A true and correct copy of this Court’s order granting preliminary approval of the settlement in this matter is attached as Exhibit 2.

5. A true and correct copy of the Declaration of Scott M. Fenwick of Kroll Settlement Administration LLC (“Kroll”) regarding the implementation of the class notice program in this matter is attached hereto as Exhibit 3.

6. A true and correct copy of the GSG Firm Resume is attached hereto at Exhibit 4.

7. I, as Class Counsel, with GSG, do certify that as it is our opinion and judgment that the settlement reached in this matter represents a fair, reasonable, and adequate amount in light of the facts and legal posture of the case.

Dated: July 6, 2023

Respectfully submitted,



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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

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CIVIL ACTION

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF THE CLASS ACTION SETTLEMENT**

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INTRODUCTION

Plaintiff Victor Mateo (“Plaintiff”), on behalf of himself and the Class, respectfully submits this Memorandum of Law in support of Plaintiff’s Motion seeking final approval of the proposed settlement of the lawsuit and certifying the Settlement Class, granting the requested class representative’s incentive award, and granting Class Counsel’s application for attorneys’ fees and costs, together with such further and other relief as this Court may deem just and proper.

Class Counsel (Golomb Spirt Grunfeld, PC, Philadelphia, Pennsylvania) has secured a Settlement which provides fair, reasonable and adequate benefits to the members of the Settlement Class. The Settlement Agreement was reached by the Parties after arm’s-length negotiations and private mediation, conducted on October 25, 2022, with Joseph A. Dickson, United States Magistrate Judge (ret.) of the law firm Chiesa Shahinian & Giantomasi PC. The settlement agreement provides fair, reasonable and adequate relief to members of the settlement class.

The Settlement Class consists of all individuals residing in the United States whose personal identifying information (“PII”) was potentially compromised as a result of the data security Incident that occurred between October 1, 2021 and November 1, 2021. If approved, the Settlement will successfully resolve the claims of over 200,000 individuals who were notified of the data security Incident. The Settlement brings meaningful resolution and significant benefits to the Settlement Class without requiring further delay, risk, and expense. As discussed below, the Settlement calls for Service Employees International Union, Local 32BJ (“SEIU” or “Defendant”) to pay claims made by Plaintiff and Class Members for various losses to a maximum of \$550,000.00. The Settlement provides payment to compensate Settlement Class Members for lost time, ordinary (out of pocket) losses, and extraordinary losses.

On March 8, 2023, this Court preliminarily certified the Settlement Class, approved the Settlement, and directed notice to the Settlement Class as set forth in the Settlement Agreement and set a final approval hearing for July 13, 2023. Pursuant to this Court's order, notice was sent to the Class on April 21, 2023. (See Declaration of Scott Fenwick of Kroll, ¶¶ 9-10). The notice contained the amount that Settlement Class Members would receive under the Settlement Agreement. Significantly, no class members objected to this Settlement, and only thirteen (13) opted out. (Fenwick Decl., Ex. 3, ¶ 18)

Class Counsel respectfully submits that these amounts and this Settlement is fair, adequate, and reasonable for the Settlement Class and that the requirements for final approval are satisfied. Plaintiff respectfully requests that the Court (i) grant final approval of the proposed settlement; (ii) certify a Settlement Class pursuant to the provisions of R. 4:32-2(e) and R. 4:32-1(b)(1)(A); (iii) approve an incentive award to the Class Representative; (iv) approve attorneys' fees and costs; and (v) enter the proposed Order for Final Approval.

PROCEDURAL BACKGROUND OF THE CASE

This matter is a putative class action arising from a data security incident whereby an unauthorized third-party gained access to certain of Defendant's computers between October 21, 2021 and November 1, 2021, resulting in potential compromise of class members' PII. The Incident impacted approximately 230,487 individuals in the United States. Defendant sent notice letters dated February 11, 2022 to individuals potentially impacted by the Incident.

On July 28, 2022, Plaintiff filed a Class Action Complaint in the Superior Court of New Jersey, Bergen County Law Division against SEIU 32BJ, asserting claims for negligence, negligence *per se*, violation of the New Jersey Consumer Fraud Act, declaratory judgment, and equitable relief. Both before and after the filing of the Complaint, the Parties exchanged numerous

letters and communications regarding demands for corrective action arising from the Data Incident, as well as possible options for resolving the dispute.

On October 25, 2022, the Parties engaged in a full day-long mediation session overseen by Joseph A. Dickson, United States Magistrate Judge (ret.) of the law firm Chiesa Shahinian & Giantomasi PC. The mediation session resulted in a settlement in principle, with the Parties reaching an agreement on the core terms of their proposed settlement. The Parties then worked towards drafting and finalizing the Settlement Agreement. The issues included in this settlement were the product of extensive negotiations between the parties.

THE PROPOSED SETTLEMENT

The Settlement Agreement provides that Defendant shall pay a minimum of \$400,000 and a maximum of \$550,000 in total settlement compensation to fund the settlement of this action. Subject to the Court's approval, Class Counsel shall apply for a reimbursement of expenses and an award of attorney's fees up to \$183,333.33, which is one third (1/3) of the total settlement compensation. Subject to the Court's approval, Plaintiff, Victor Mateo, shall receive a service award of up to one thousand five hundred dollars (\$1,500.00). The costs of the settlement administrator shall be paid from the total settlement compensation amount in accordance with the Settlement Agreement. Class members shall receive notice of the action together with instruction on how they may exclude themselves or "opt out" if they do not want to participate in the settlement. Settlement Class Members may file claims for both a cash payment for lost time and for ordinary or extraordinary losses reasonably traceable to the Incident. Settlement Class Members will receive a cash payment of up to \$100 (subject to a pro rata increase or decrease) if they submit an Approved Claim attesting that they lost time spent dealing with the Incident. Settlement Class Members may each recover up to \$1,500 total in cash payments and reimbursement for losses.

On February 14, 2023, Plaintiff moved this Court to grant preliminary approval of the Settlement, approve the proposed Notice Program, direct notice be given to the Settlement Class, and schedule a fairness hearing on Final Approval. On March 8, 2023, the Court granted Plaintiff's motion. Pursuant to the Preliminary Approval Order, the Settlement Administrator implemented the Notice Program, disseminating notices to 228,642 potential members of the Settlement Class via email and U.S. Mail. *See Fenwick Decl.*, Ex. 3, ¶ 14. A customary long-form Notice with more detail than the Mailed Notice was also made available on the Settlement Website. *Id.* ¶ 5.

Notice appropriately apprised Settlement Class Members of the terms of the Settlement, how to file claims, the date by which they were to do so, their legal rights to opt-out of or object to the Settlement and the deadline date for objections and exclusion requests, Class Counsel's anticipated fee application, and the anticipated request for a service award for the Plaintiff. *See Agreement*, Ex. 1. Settlement Class Members were also made aware of the time and date of the Final Approval Hearing and the address of the Settlement Website where they could access the Settlement Agreement and other case related documents and information.

The deadline for Class Members to exclude themselves or object to the proposed Settlement Agreement passed on June 5, 2023, and only 13 exclusion requests were received. *See Fenwick Decl.*, Ex. 3, ¶ 18. There have been no objections to the Settlement. The Claims Deadline was June 20, 2023, and approximately 1,720 claims were received. *Id.* ¶ 15.

Where, as here, the Settlement provides for the payment of attorneys' fees, costs, and expenses from the same source (the Defendant) as the pool of settlement funds available to the Settlement Class Members, the arrangement "'is, for practical purposes, a constructive common fund,' and courts may still apply the percent-of-fund analysis in calculating attorney's

fees.” *Dewey v. Volkswagen Aktiengesellschaft*, 558 F. App’x 191, 197 (3d Cir. 2014 (quoting *In re Gen. Motors*, 55 F.3d at 820–21).

LEGAL ARGUMENT

I. THE SETTLEMENT AGREEMENT SHOULD BE APPROVED BY THE COURT

A. The Legal Standard for Final Approval

Plaintiff seeks final approval of the Settlement Agreement between himself, individually and on behalf of the Settlement Class, and Defendant. There are relatively few published opinions in New Jersey on the standards to be applied in determining whether to approve a proposed class action settlement in New Jersey state court under R. 4:32-2(e). See *Morris County Fair Housing Council v. Boonton Tp.*, 197 N.J. Super. 359, 369 (Law Div. 1984), cited with approval in *Builders League of South Jersey, Inc. v. Gloucester County Utilities Auth.*, 386 N.J. Super. 462 (App. Div. 2006):

There is only limited discussion in New Jersey case law of the procedures to be followed in presenting proposed settlements of class actions for judicial approval and of the standards to be applied in determining whether approval should be given. However, R. 4:32-4 [now R. 4:32-2(e)] was taken from and is identical to Fed. R. Civ. P. 23(e). Therefore, it is appropriate to seek guidance in federal case law in determining the procedures and standards for approval of settlements of representative actions.

386 N.J. Super. at 471 (citations omitted). Accordingly, much of the case law set forth herein is federal law and/or based upon Fed. R. Civ. P. 23.

B. Both New Jersey and Federal Law Favor Settlement of Class Actions

Prevailing law clearly favors settlements. See *Chattin v. Cape May Greene, Inc.*, 216 N.J. Super. 618, 626 (App. Div.), *certif. denied*, 107 N.J. 148 (1987).

Our courts have long endorsed the policy of encouraging the settlement of litigation. Settlements permit parties to resolve

disputes on mutually acceptable terms rather than exposing themselves to the adverse judgment of a court. Settlements also save parties litigation expenses and facilitate the administration of the courts by conserving judicial resources.

Morris County Fair, 197 N.J. Super. at 366. The preference favoring settlement is particularly strong in the context of class actions, “given the litigation expenses and judicial resources required in such suits.” *Osher v. SCA Realty*, 945 F. Supp. 298, 204 (D.D.C. 1996).

As discussed more fully below, there is clear evidence that the Settlement Agreement is well within the range of possible approval and thus should be approved. As of this date, there have been no objections and only 13 opt-out requests submitted by any Settlement Class Members. For the following reasons, the Court should grant final approval to the proposed class action settlement under R. 4:32-2(e).

C. The General Standards for Final Approval

In making an assessment regarding the fairness of a class action settlement, courts are not to adjudicate the merits of the case. *See Builders League of South Jersey, Inc. v. Gloucester County Utilities Auth.*, 386 N.J. Super. 462, 472 (App. Div. 2006) (“The purpose of the fairness hearing is to assure that the settlement is reasonable, not to adjudicate the case on its merits.”); *Morris County Fair Housing Council v. Boonton Tp.*, 197 N.J. Super. 359, 370 (Law Div. 1984) (“The hearing on the proposed settlement is not a plenary trial and the court’s approval of the settlement is not an adjudication of the merits of the case”); *see also Eichenholtz v. Brennan*, 52 F.3d 478, 489 (3d Cir. 1995) (the court should not “turn a decision on approval of a proposed settlement into a determination on the merits in all but name”). Nor is it the job of the court to try to rewrite the proposed settlement agreement or to “reopen and enter into negotiations with the litigant in the hope of improving the terms of the settlement.” *Levin v. Mississippi River Corp.*, 59 F.R.D. 353,

361 (S.D.N.Y. 1973), *aff'd*, 486 F.2d 1398 (2d Cir. 1973), *cert. denied*, 414 U.S. 1112 (1974).

Rather, as stated in *Morris County Fair*, it is:

the court's responsibility to determine, based upon the relative strength and weaknesses of the parties' positions, whether the settlement is "fair and reasonable," that is, whether it adequately protects the interests of the persons on whose behalf the action was brought.

197 N.J. Super. at 370; *see also Chattin v. Cape May Greene, Inc.*, 216 N.J. Super. 618, 627 (App. Div.1987)("[t]he basic test for court approval of a settlement of a class action is whether it is fair and reasonable to the members of the class.").

In applying this test, the court must recognize that there is no one "perfect" settlement. Rather, there may be any number of potential reasonable settlements, since any settlement represents an exercise of compromise and judgment by the negotiating parties. *See In re Corrugated Container Antitrust Litig.*, 659 F.2d 1322, 1325 (5th Cir. 1981) ("A just result is often no more than an arbitrary point between competing notions of reasonableness."). It has been held that a "presumption of correctness" attaches to a proposed class settlement that is the result of arms-length negotiations by experienced counsel. *See Hanrahan v. Britt*, 174 F.R.D. 356 (E.D. Pa. 1997). Here, it is undeniable and undisputed that the settlement was the result of arms-length negotiations and that Class Counsel are experienced in prosecuting and settling class actions similar to this action. Accordingly, it is respectfully submitted that this Settlement be afforded the "presumption of correctness."

D. The Specific Factors to be Applied for Final Approval

The standard for final approval of a settlement consists of showing that the settlement is fair, reasonable, and adequate. *In re Cendant Corp. Litig.*, 264 F.3d 201, 231 (3d Cir. 2001); *see*,

e.g., *Prudential II*, 148 F.3d at 316; *GM Trucks*, 55 F.3d at 785; *Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115 (3d Cir. 1990); *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975).

In *Girsh*, the Third Circuit first articulated a nine factor test to help determine if a proposed class settlement fell within a range of reasonableness. These nine factors were re-stated and approved by the Third Circuit in *In re Prudential Ins. Co. of America Sales Practices Litig.*, 148 F.3d 283, 317 (3d Cir. 1998) (“*Prudential II*”). These criteria are: (a) the risks of establishing liability; (b) the risks of establishing damages; (c) the range of reasonableness of the settlement fund in light of the best possible recovery; (d) the range of reasonableness of the settlement in light of all the attendant risks of litigation; (e) the complexity, expense and likely duration of the litigation; (f) the stage of the proceeding and the amount of discovery completed; (g) the risks of maintaining the class action through the trial; (h) the ability of the defendant to withstand a greater judgment; and (i); the reaction of the class to the settlement. *See Prudential II*, 148 F.3d at 317. The so-called *Girsh* test was adopted and applied by the New Jersey Superior Court in *Talalai v. Cooper Tire & Rubber*, MID-L-008830-00, at 55 (Law Div., Sept. 13, 2002).

i. The risk of establishing liability and damages is significant and therefore weighs in favor of the Settlement.

“Probably the most important factor for consideration [of final approval] involves an assessment of the risks involved in establishing liability or damages.” *Buchanan*, 393 A.2d at 711. In this Litigation, that risk is substantial given the ever-evolving case law on complex data security issues both in New Jersey and nationwide. In litigating this case, Class Counsel had the benefit of years of experience litigating a number of data breach cases.¹ Class Counsel conducted a thorough investigation and analysis of Plaintiffs’ claims and engaged in informal discovery with Defendant.²

¹ *See* GSG Firm Resume at Ex. 4.

² *See* Motion for Fees, Grunfeld Decl. ¶ 6.

The Parties' review of this information enabled them to evaluate the strengths and weaknesses of their respective claims and defenses. *See Klingensmith v. Max & Erma's Rests., Inc.*, No. 07-0318, 2007 WL 3118505, at *4 (W.D. Pa. Oct. 23, 2007) (agreeing with plaintiff's statement "that time after sufficient discovery to put parties on firm notice of strengths and weaknesses of case, but before bulk of litigation discovery has been taken, is particularly appropriate to settlement"). Class Counsel were well positioned to evaluate the strengths and weaknesses of Plaintiff's claims, and the appropriate basis upon which to settle them, as a result of their roles in similar data breach class action cases against entities throughout the nation.³

The risks of establishing liability and damages are significant in all data security cases, but particularly in cases involving facts such as these. Due at least in part to their cutting-edge nature and the rapidly evolving law, data security cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08-cv-6060-RMB-RLE, 2010 WL 2643307, at *1 (S.D. N.Y. Jun. 25, 2010) (collecting data breach cases dismissed at the federal level at the Rule 12(b)(6) or Rule 56 stages). Establishing liability and damages at trial would require multiple experts' extensive work and testimony. In addition, Defendant could present defenses it believes could bar recovery. The risks of continued litigation here are at the highest level and there is a genuine possibility that Plaintiff could have failed to establish liability and damages through summary judgment and trial.

ii. The Settlement is within the range of reasonableness in light of the best possible recovery.

The availability of up to \$550,000.00 for claims made by Plaintiff and the Class is an excellent recovery for the Settlement Class Members and is reasonable in light of the facts and

³ *See* Motion for Fees, Grunfeld Decl. ¶ 15, 22-23.

circumstances in this case. As discussed above, under the terms of the Settlement, each eligible Settlement Class Member is able to file a Claim Form for cash reimbursement of up to \$25 per hour (for a maximum of 4 hours) as compensation for time lost dealing with the Incident, and/or up to \$1,500 for documented “ordinary and/or extraordinary expenses” incurred in responding to the Incident. Class Counsel believe the \$550,000 available fund represents a favorable result for Class Members, in light of the facts surrounding this data breach case.⁴

Where, as here, Class Counsel and Defendant have reached a settlement regarding “a vigorously disputed matter, the Court need not inquire as to whether the best possible recovery has been achieved but whether, in view of the stage of the proceedings, complexity, expense and likely duration of further litigation, as well as the risks of litigation, the settlement is reasonable.” *Wilson v. State Farm Mut. Auto. Ins. Co.*, 517 A.2d 944, 948 (Pa. 1986) (internal quotation omitted); *see also Gregg v. Independence Blue Cross*, Dec. Term 200, No. 3482, 2004 WL 869063, at *40 (Pa. Com. Pl. April 22, 2004) (holding that “[t]he complex nature, the high expense and the likelihood of years’ passing without final resolution weigh in favor of settlement”).

The traditional means for handling claims like those at issue here would tax the court system, require a massive expenditure of public and private resources, and, given the relatively small value of the claims of the individual class members, would make individual resolution impracticable. Additionally, if this matter was to go to trial, it would likely take several more years to reach a final resolution. Thus, the proposed Settlement outlined above is the best vehicle for Settlement Class Members to receive relief in a prompt and efficient manner.

⁴ Grunfeld Decl. ¶ 7.

iii. The Settlement is within the range of reasonableness in light of all the attendant risks of litigation.

Plaintiff and Class Counsel remain confident in the strength of their case. Nonetheless, Defendant has asserted defenses they believe could entirely preclude recovery. Plaintiff and Class Counsel are therefore mindful of the inherent risks in continued litigation. Plaintiff faces a risk that the Court could disallow some of his claims on legal grounds and that a jury would determine that Defendant did not act negligently, did not violate the New Jersey Consumer Fraud Act, and/or Defendant's acts and/or omissions did not warrant injunctive and/or declaratory relief.

The Settlement is well within the range of reasonableness in light of the attendant risks of litigation:

Weighing the risks of litigation [i.e., establishing breach of contracts and fiduciary duties and that the representative plaintiffs were adequate and typical class representatives] and benefits of the settlement [i.e., an award of monetary damages to the class], the Court believes that the settlement falls within the range of reasonableness.

Shaev, supra, 2009 Phila. Ct. Com. Pl. LEXIS 63, at *24-28; 4 William B. Rubenstein, Alba Conte, and Herbert B. Newberg, *Newberg on Class Actions* § 11:50 at 155 (4th ed. 2002) (“In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results”); *Ashley v. Atl. Richfield Co.*, 794 F.2d 128, 134 n.9 (3d Cir. 1986 (“Physical, psychological and monetary benefits inure to both sides of a settlement agreement. Indeed, the avoidance of litigation expense and delay is precisely what settlement contemplates”).

iv. The complexity, expense, and likely duration of the litigation favor settlement.

This fourth factor also weighs in favor of final approval of the Settlement. As discussed above, protracted litigation carries with it inherent risks that would have delayed and endangered Class Members' monetary recovery. Continued litigation of this case would have required

substantial motions practice, including addressing a potential motion to dismiss from Defendant, extensive factual discovery, significant legal research and briefing, and expert retention and analysis. Given the complexity of the Litigation, proceeding all the way to trial could take several additional years. Even then, if Plaintiff did prevail at trial, recovery could be delayed for years by appeals. Under the circumstances, Plaintiff and Class Counsel appropriately determined that the benefits to the Class in the Settlement reached with Defendant outweigh the gamble of continued litigation. The Settlement should be approved as it provides substantial relief to Settlement Class Members without further delay.

v. The stage of the proceedings and the amount of discovery completed favor settlement.

As discussed above, the Parties began settlement discussions early in the Litigation. Critically, however, Plaintiff and Defendant did agree to informally exchange information about the Incident to assist them in their negotiations. Plaintiff and Defendant discussed the list of categories of information about which exchange was necessary to engage in settlement discussions. Defendant provided Plaintiff's counsel answers to specific questions, including among others, the unfolding of the ransomware, the categories of information accessed, and the number of Settlement Class Members whose PII was potentially exposed. Plaintiff provided information requested by Defendant. Multiple pre-mediation conferences were held with the mediator; some joint and some only with Plaintiff or Defendant. The negotiations themselves continued for weeks following the formal mediation session.

Class Counsel's extensive experience in similar data breach cases allowed them to efficiently seek the essential information needed to evaluate the strengths and weaknesses of the claims through this informal discovery. This information ensured Plaintiff had the necessary tools to adequately evaluate the merits of the case and weigh the benefits of settlement against further

litigation. Therefore, it is “particularly appropriate to settle[]” because there has been sufficient “discovery to put parties on firm notice of strengths and weaknesses of case,” even though the “bulk of litigation discovery has [not yet] been taken.” *See Klingensmith*, 2007 WL 3118505, at *4.

vi. The recommendations of competent counsel favor settlement.

“The court must [] consider the recommendations of competent counsel in evaluating the reasonableness of the settlement, and those recommendations are given substantial weight.” *Gregg*, 2004 WL 869063, at *41 (*citing Milkman*, 61 Pa. D. & C. 4th at 545). The particular weight attributed to the counsel’s recommendation depends on factors such as competence, the length of involvement in the case, experience in the particular type of litigation, and amount of discovery completed. *Austin v. Pa. Dep’t of Corrs.*, 876 F. Supp. 1437, 1472 (E.D. Pa. 1995) . “Usually, however, an evaluation of all the criteria leads courts to conclude that the recommendation of counsel is entitled to great weight following ‘arm’s length negotiations’ by counsel who have ‘the experience and ability . . . necessary [for] effective representation of the class’s interests.’” *Id.* (*quoting Weinberger v. Kendrick*, 698 F.2d 61, 74 (2d Cir. 1982).

Class Counsel and Plaintiff strongly endorse this Settlement. As stated above and extensively addressed in Plaintiffs’ Memorandum of Law in Support of Preliminary Approval, Class Counsel are competent and experienced in class action litigation (particularly in data breach cases), the Parties completed adequate informal discovery, engaged a reputable private mediator, and the Settlement is a result of arm’s-length negotiations. The risk which justifies approval of the proposed settlement is not that Defendant lacks money to pay a higher judgment. Rather, it is the risk that there will be no judgment at all. Therefore, Class Counsel’s recommendations in favor of the Settlement should be afforded great weight.

vii. The reaction of the Class to the Settlement favors final approval.

The reaction to the Settlement by the Settlement Class has been overall positive and weighs in favor of approval. Class Members were fully apprised of the terms of the Settlement Agreement and their legal rights to object or exclude themselves from the Settlement.⁵ The deadline to object or opt-out was June 5, 2023. Of the 228,642 Class Members who received Notice, 13 have timely excluded themselves and none have filed objections. Fenwick Decl. ¶¶ 14, 18. These numbers suggest that the overwhelming majority of Class Members are satisfied with the Settlement, weighing strongly in favor of approval.

II. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS

New Jersey courts generally certify a class unless there is a clear showing that certification is inappropriate. *Delgozzo v. Kenny*, 266 N.J. Super. 169, 179 (App. Div. 1993) (highlighting New Jersey cases that have “consistently held that the class action rule should be liberally construed”). Certain hurdles that have prevented the certification of various federal class actions have been lowered by many New Jersey courts in order to conform to the liberal interpretation of the class action rules. *Gallano v. Running*, 139 N.J. Super. 239, 245 (Law Div. 1976); *Carroll v. Cellco P’ship*, 313 N.J. Super. 488, 498 (App. Div. 1998).) Thus, courts should be slow to hold that an action cannot proceed as a class action. *Riley v. New Raid Carpet Ctr.*, 61 N.J. 218, 227-28 (1972).

A. The Requirements of Rule 4:32-1(a) Are Satisfied in the Present Case

New Jersey’s class action rule, Rule 4:32, provides that a class action may be maintained if: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact that are common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and

⁵ See Fenwick Decl., ¶¶ 12-15.

adequately protect the interests of the rest of the class. (Rule 4:32-1(a); *In re Cadillac V8-64 Class Action*, 93 N.J. 412, 425 (1983)). Once a plaintiff satisfies these four criteria, he must then satisfy one of the three additional factors set forth in Rule 4:32-1(b), addressed below. Here, all four elements of Rule 4:32-1(a) easily are satisfied.

It cannot be disputed that the Settlement Class satisfies the numerosity requirement under Rule 4:32-1(a). As stated above, there are more than two hundred thousand individuals in the settlement class. Accordingly, numerosity is demonstrated here. *See, e.g., Saldana v. City of Camden*, 252 N.J. Super. 188, 193 (App. Div. 1991) (certifying a potential class of only 81 members); *Cypress v. Newport News General and Nonsectarian Hospital Ass'n*, 375 F.2d 648, 653 (4th Cir. 1967) (class of eighteen satisfied numerosity); *In re Kirschner Med. Corp. Sec. Litig.*, 139 F.R.D. 74, 78 (D.Md.1991) (noting that “a class of as few as 25 to 30 members raises the presumption that joinder would be impracticable.”).

Rule 4:32-1(a)(2) does not require that all issues in the litigation be common, but only that common questions exist. Rule 4:32-1(a)(2) requires questions of law or fact common to the class, but “not all questions of law or fact raised need be in common.” *Weiss v. York Hosp.*, 745 F.2d 786, 808-809 (3d Cir. 1984) (A single common question is sufficient, even if questions exist as to a representation made to an individual Plaintiff or proof of damages.); *see also Delgozzo v. Kenny*, 266 N.J. Super. 169, 185-86 (App. Div. 1993) (*quoting In re Asbestos School Litig.*, 104 F.R.D. 422, 429 (E.D. Pa. 1984).

There are common questions of law and fact which not only exist, but predominate through the Class, such as whether Defendant owed a duty and/or breached its duty to safeguard the PII of Plaintiff and Class Members through the occurrence of the data security Incident. Since this

question of law and fact is common to all the Class Members, the commonality requirement is met.

To satisfy the typicality requirement, the claims of the class representative must have “the essential characteristics common to the claims of the class.” *In re Cadillac V8-6-4 Class Action*, 93 N.J. 412, 425 (1983). A plaintiff’s claim is typical of the class’ claims if it arises from the same event or course of conduct that has given rise to the claims of other class members. *Id.* (The claims of a class representative “are generally found to be typical if they arise from the same course of conduct that gives rise to the claims of the other class members and if the claims are based on the same legal theory.”); *see also Cannon v. Cherry Hill Toyota*, 184 F.R.D. 540, 544 (D.N.J. 1999) (When “the same unlawful conduct was directed at or affected both the Named Plaintiffs and the members of the putative class, the typicality requirement is usually met, irrespective of varying fact patterns that may underlie individual claims.”); *In re Data Access Sys. Sec. Litig.*, 103 F.R.D. 130, 139 (D.N.J. 1984) (citing *Newberg, Class Actions* ¶ 8816 (1977)) (The majority of class action decisions have held that typicality is satisfied when it is alleged that the same unlawful conduct was directed at or affected both the Named Plaintiff and the class sought to be represented.). Moreover, “[s]ince the claims only need to share the same essential characteristics, and need not be identical, the typicality requirement is not highly demanding.” *Laufer v. U.S. Life. Ins. Co. in the City of New York*, 385 N.J. Super. 172, 180 (App. Div. 2006) (quoting *5 Moore’s Federal Practice* § 23.24[4] (3d ed. 1997)).

Plaintiff’s claims clearly arise from the same course of conduct that has given rise to the claims of the class. It is alleged that Defendant mailed form letters to all Settlement Class Members affected by the data security Incident. Thus, the factual basis of Plaintiff’s claims and his interests

in pursuing those claims are common to those of the Settlement Class and therefore, Mr. Mateo's claims are typical of the class claims.

Plaintiff and Class Counsel have already fairly and adequately represented the putative Class here under Rule 4:32-1(a)(4). The determination of whether representation is adequate is closely related to typicality. See *In re Cadillac*, 93 N.J. at 425. To satisfy this requirement, the "plaintiff must not have interests antagonistic to those of the class." *Delgozzo*, 266 N.J. Super at 188. Here, the interests of the Plaintiff are completely in line with those of the putative Class.

In addition, Class Counsel has substantial experience in complex litigation and class actions, and therefore their competence will not be an issue. Indeed, competency of counsel is presumed at the outset of the litigation in the absence of specific proof to the contrary. See *Lamphere v. Brown*, 71 F.R.D. 641 (D.R.I. 1976), *dism'd on other grounds*, 553 F.2d 714 (1st Cir. 1977); *Powers for Stuart James Co.*, 707 F. Supp. 499 (M.D. Fla. 1989); *Lefrak v. Arabian Oil*, 527 F.2d 1136 (2d Cir. 1975); *Werfel v. Kramarksy*, 61 F.R.D. 674 (S.D.N.Y. 1974). In the present case, the presumption of adequate representation cannot be rebutted. See *Grunfeld Decl.* ¶ X (attaching GSG firm resume).

B. The Requirements of Rule 4:32-1(b)(3) Are Met in the Present Action

The proposed class action settlement should be approved as it satisfies all of the requirements of Rule 4:32-1(b)(3). In order to meet the requirements of R. 4:32-1(b)(3), two requirements must be satisfied. First, common questions of law or fact must predominate over individual issues. *In re Cadillac*, 93 N.J. at 426; *Delgozzo*, 266 N.J. Super. at 189. Second, the court must find that a class action is the superior method to decide the issues before it. See *In re Cadillac*, 93 N.J. at 426; *Delgozzo*, 266 N.J. Super. at 189.

Although Rule 4:32-1(b)(3) requires that common issues of law and fact predominate, it does not require that there be an absence of any individual issues. *See, e.g., Lee v. Carter-Reed Co., L.L.C.*, 203 N.J. 496, 520 (2010) (“plaintiff does not have to show that there is an ‘absence of individual issues or that the common issues dispose of the entire dispute’”); *Strawn v. Canuso*, 140 N.J. 43, 67 (1995) (certifying a class action under (b)(3) even where the court has found that “substantial individual issues” existed). Instead, the New Jersey Supreme Court has found “predominance” to be met where the core of the case concerns common issues. *In re Cadillac*, 93 N.J. at 431 (“If a ‘common nucleus of operative facts’ is present, predominance may be found.”).

Here, predominating questions of fact and law include whether SEIU 32BJ had a duty to exercise reasonable care in maintaining, safeguarding, securing, and protecting the PII of Plaintiff and the Settlement Class, and whether SEIU 32BJ breached that duty. As recognized by other courts, the common questions that arise from SEIU 32BJ’s conduct and role in regard to the Incident predominate over any individualized issues. *See Dominion Dental USA, Inc.*, 2021 WL 6750844, at *3 (E.D. Va. Nov. 19, 2021) (“The many common questions of fact and law that arise from the alleged data breach and Defendants’ alleged conduct predominate over any individualized issues.”); *Fulton-Green v. Accolade, Inc.*, No. 18-cv-00274, 2019 WL 4677954, at *6 (E.D. Pa. Sept. 23, 2019) (“Because Accolade’s role in the data breach is at the heart of all of the plaintiffs’ claims, the plaintiffs have met their burden to show predominance for the purposes of conditional class certification.”). For these reasons, predominance is satisfied.

The other prerequisite for certification under Rule 4:32-1(b)(3) is that a class action be “superior to other available methods for the fair and efficient adjudication of the controversy.” Given the nature of this action and the fact that each claim is based upon the same Incident, a class action is the superior method by which to adjudicate the claims of individual class members. The

class action device is designed for the situation where an individual seeks to vindicate the rights of a group of people: “The whole point of a class action is to provide a diffuse group of persons, whose claims are too small to litigate individually, the opportunity to engage in collective action and to balance the scales of power between the putative class members and a corporate entity.” Lee, 203 N.J. at 528-29.

Considerations of judicial economy particularly underscore the superiority of the class action mechanism in this case. The prosecution of this case as a class action is superior to possibly thousands of individual cases being filed in various courts, each of which would be repetitious and possibly yield inconsistent adjudications, with damages below the limit for filing in Superior Court. See *Califano v. Yamaski*, 42 U.S. 682, 700-701 (1979); *Dodge v. County of Orange*, 226 F.R.D. 177, 183 (S.D.N.Y. 2005) (“Where a single issue (such as the existence of a uniform policy) is guaranteed to come up time and time again, issues of judicial economy strongly militate in favor of resolving that issue via a techniques that will bind as many persons as possible.”).

This proposed Settlement effectively resolves more than 200,000 individuals’ possible lawsuits. Thus, the requirements of Rule 4:32-1(b)(3) are satisfied, and the Settlement Class should be certified. Indeed, for all of the same reasons previously argued in Plaintiff’s Memorandum in Support of their Motion for Preliminary Approval, the Court should grant final certification of the Class for purposes of the Settlement.

III. NOTICE TO THE SETTLEMENT CLASS SATISFIED RULE 4:32-2

Rule 4:32-2(b)(2) states that if a class is certified, “the court shall direct to the members of the class the best notice practicable under the circumstances, consistent with the due process of law.” Similarly, Rule 4:32-2(e)(1)(B) states that in the case of a settlement class, the “court shall direct notice in a reasonable manner to all class members who would be bound by the proposed settlement.”

Plaintiff has provided the Settlement Class with adequate notice of the Settlement. In accordance with the Court's Preliminary Approval Order, Kroll e-mailed, mailed and re-mailed copies of the Notice to 228,642 Class Members. The notice effort successfully reached 99.68% of Settlement Class Members. *See* Fenwick Decl., ¶ 14. The Settlement Website as of July 3, 2023 had more than 19,800 hits and 2,822 calls were made to the Settlement hotline. *See id.* ¶¶ 5-6.

The Notice adequately described the substantive terms of the Settlement; (2) advised Settlement Class Members of their option and deadline to opt-out or object to the Settlement; (3) indicated how Settlement Class Members may obtain additional information about the Settlement, (4) advised Settlement Class Members of the process and instructions for making claims, and the applicable deadlines, and (5) set forth the date, time, and place of the Final Fairness Hearing. In sum, the Notice Program implemented satisfied Rule 4:32-2.

IV. THE COURT SHOULD AWARD ATTORNEYS' FEES AND LITIGATION EXPENSES AND SERVICE AWARD

Plaintiff hereby incorporates by reference as if fully set forth herein Plaintiff's Motion for Application for Attorneys' Fees, Litigation costs and expenses, and a Service Award which was filed of record in this case on June 20, 2023.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court enter an Order: (i) granting final approval of the proposed settlement; (ii) certifying a Settlement Class pursuant to the provisions of R. 4:32-2(e) and R. 4:32-1(b)(1)(A); (iii) approve the incentive award to the Class Representative Victor Mateo in the amount of \$1,500; (iv) award attorney's fees and costs in the amount of \$183,333.33; (v) enter the proposed Order for Final Approval.

Dated: July 6, 2023

Respectfully submitted,



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Attorneys for Plaintiff and the Class

<p>VICTOR MATEO, on behalf of himself and all others similarly situated,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ.</p> <p style="text-align: right;">Defendant.</p>

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

CERTIFICATE OF SERVICE

I, Kenneth J. Grunfeld of full age do hereby certify that:

1. I am a partner with Golomb Spirt Grunfeld, P.C.
2. On July 6, 2023, I electronically filed the foregoing Motion for Final Approval of Settlement.
3. On July 6, 2023, I sent a courtesy copy of Plaintiff’s Motion for Final Approval with supporting documents to the Honorable Robert M. Vinci via regular mail.
4. On July 6, 2023, I served copies of Plaintiff’s Motion for Final Approval with supporting documents via electronic mail upon the following:

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 Mohammad B. Pathan
 DAVIS WRIGHT TREMAINE LLP
 1521 Avenue of Americas, 21st FL
 New York, NY 10020
 (215) 489-8230
SpencerPersson@dwt.com
mohammadpathan@dwt.com
Attorneys for Defendant

I hereby certify that the foregoing statement made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 6, 2023



Kenneth J. Grunfeld

EXHIBIT 1

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY**

DOCKET NO. BER-L-004121-22

CIVIL ACTION

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between Victor Mateo (the “Class Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant Service Employees International Union, Local 32BJ (“Defendant” or “SEIU 32BJ”), subject to Court Approval. Class Plaintiff and SEIU 32BJ may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, there is pending in the Superior Court of New Jersey, County of Bergen, Law Division, a Class Action captioned at Mateo, et al. v. SEIU 32BJ, No. 004121-22 (the “Litigation”), arising out of a data security incident whereby a third party allegedly gained access to certain of Defendant’s computer systems between October 21, 2021 and November 1, 2021 (the “Incident”);

WHEREAS, Class Plaintiff further alleges that as a result of the Incident his protected identifying information (“PII”) was compromised and that SEIU 32BJ failed to adequately safeguard this information;

WHEREAS, Class Plaintiff has asserted claims against SEIU 32BJ for (i) negligence, (ii) negligence *per se*, (iii) violation of the New Jersey Consumer Fraud Act, and (iv) declaratory judgment and equitable relief;

WHEREAS, the Parties, so as to explore resolution, agreed to engage in a mediation to seek to settle the claims;

WHEREAS, the Parties engaged in a full day of mediation with Joseph A. Dickson, United States Magistrate Judge (ret.) of the law firm Chiesa Shahinian & Giantomasi PC;

WHEREAS, as a result of the mediation, the Parties agreed to settle the Litigation without any admission of liability on the terms set forth herein and, in fact, SEIU 32BJ expressly denies that Class Plaintiff's PII was compromised and viewed by any third-party, that SEIU 32BJ failed to adequately safeguard any PII, or that Class Plaintiff or anyone else was injured by any act or omission committed by SEIU 32BJ;

WHEREAS, Class Plaintiff and SEIU 32BJ mutually desire to settle the Litigation fully, finally, and forever on behalf of the Settlement Class, including Class Plaintiff, for the Released Claims (as defined in ¶ 1.19 below) in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Litigation and upon final approval of the Court;

WHEREAS, Class Plaintiff and SEIU 32BJ agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by SEIU 32BJ or of the truth of any of the claims or allegations alleged in the Litigation or as a waiver of any defenses thereto;

NOW, THEREFORE, it is agreed by and among the undersigned on behalf of Class Plaintiff, Settlement Class and SEIU 32BJ that all claims asserted against SEIU 32BJ in the

Litigation are settled, compromised and dismissed on the merits and with prejudice and, except as hereafter provided, without costs as to Class Plaintiff or SEIU 32BJ, subject to the approval of the Court, on the following terms and conditions:

I. DEFINITIONS

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

- 1.1. “Agreement” or “Settlement Agreement” means this agreement.
- 1.2. “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.
- 1.3. “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.
- 1.4. “Claims Administrator” means a company that is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by the Parties and approved by the Court.
- 1.5. “Claims Deadline” means the postmark and/or online submission deadline for valid claims pursuant to ¶ 2.1.
- 1.6. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.
- 1.7. “Court” means the Superior Court of Bergen County, New Jersey.
- 1.8. “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Settlement Agreement.
- 1.9. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.11 herein have occurred and been met.

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

1.11. “Judgment” means a judgment rendered by the Court.

1.12. “Notice Specialist” means a company or such other notice specialist with recognized expertise in class action notice generally and data security litigation specifically, to be jointly agreed upon by the Parties and approved by the Court.

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

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

1.15. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or

agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.16. “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit 1.

1.17. “Related Entities” means SEIU 32BJ’s respective past or present parents, subsidiaries, divisions, locals, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity.

1.18. “Released Claims” shall collectively mean any and all claims and causes of action including, without limitation, any causes of action under or relying on New Jersey or other state law or Federal law; relating to, concerning or arising out of the Incident and alleged compromise of PII as described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.19. “Released Persons” means SEIU 32BJ and its Related Entities and each of their past or present direct and indirect parents, subsidiaries, divisions, locals, partners, affiliates, and insurers, and their respective present and former stockholders, officers, directors, employees, managers, agents, and each of their respective predecessors, successors, heirs, executors, trustees, administrators, assigns, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.20. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.21. “Settlement Class” means all individuals residing in the United States whose PII was potentially compromised as a result of the Incident. SEIU 32BJ represents that the Settlement Class consists of approximately 230,487 individuals. The Settlement Class specifically excludes: (i) SEIU 32BJ and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads nolo contendere to any such charge.

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

1.23. “Settlement Class Counsel” or “Class Counsel” means Golomb Spirt Grunfeld, P.C.

1.24. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Class Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Class Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits

conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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

1.25. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

II. SETTLEMENT BENEFITS

Subject to the terms of this Settlement Agreement, the overall amount for all payments made by SEIU 32BJ under this Section shall not exceed \$550,000, inclusive of all class relief, notice and administration costs, service awards, incentive payments, and attorneys’ fees and costs. The settlement floor shall be the lesser of either \$400,000.00 or the total amounts of all administration costs, attorneys’ fees, costs, incentive payments, and payments to class members

with each claimant receiving no more than double their cash reimbursement. SEIU 32BJ shall make available the following benefits to Settlement Class Members who submit a valid Claim Form, a form substantially similar to that attached hereto as Exhibit 2:

2.1. Compensation for Losses: Settlement Class Members may choose all applicable claim categories below. The overall compensation cap for any individual claimant is \$100.00 for all amounts claimed in Claim A, \$1,500.00 for all amounts claimed in Claim B and \$1,500.00 total for both categories.

(a) **Claim A: Compensation for Lost Time**. Settlement Class Members will be eligible for compensation of up to 4 hours of lost time (at \$25.00 per hour) spent dealing with the Incident, provided that the claimant attests that the lost time was spent dealing with issues relating to the Incident.

(b) **Claim B: Compensation for Ordinary or Extraordinary Losses**. Settlement Class Members will be eligible for compensation for ordinary or extraordinary losses, as defined below, upon submission of a claim and supporting documentation. Ordinary losses are: (i) out-of-pocket expenses incurred as result of the Incident, including unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, reasonable expenses relating to tax remediation efforts, and fees for credit reports, between October 21, 2021 and March 18, 2022; and (ii) the cost of purchasing credit monitoring or other identity theft insurance products purchased between October 21, 2021 and March 18, 2022. Extraordinary losses are losses associated with identity theft, fraud, and other actual misuse of personal information, provided that (i) the loss is an actual documented and unreimbursed monetary loss; (ii) the claimant provides

proof to the Claims Administrator that that loss was proximately caused by the Incident; (iii) the loss is not already covered by one or more of the ordinary loss compensation categories under Claim B; (iv) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and (v) the loss occurred between the date of the Incident and the Claims Deadline. The Settlement Class Member must provide proof to the Claims Administrator that the out-of-pocket expenses and charges claimed were both actually incurred and proximately caused by the Incident. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of a claim.

(c) Settlement Class Members seeking reimbursement under this section must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 60th day after the deadline for the completion of providing notice to Settlement Class Members as set forth in ¶ 3.2 (previously defined as the “Claims Deadline” in ¶ 1.5). The notice to the class will specify this deadline and other relevant dates described herein. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.3.

(d) To the extent the total amount of the Settlement is less than the amount of \$400,000.00, the Approved Claims shall all be increased in an amount *pro rata*, but no claimant shall receive more than double their cash reimbursement.

(e) To the extent the total amount of the Settlement is more than the amount of \$550,000.00, the Approved Claims shall all be decreased in an amount *pro rata*.

2.2. Remedial Measures/Security Enhancements: SEIU 32BJ has implemented information security enhancements since the Incident, and SEIU 32BJ will commit to continue to

make additional security enhancements in the future. The enhancements include third party security monitoring, third party logging, network monitoring, firewall enhancements, email enhancements, and equipment upgrades. Nothing in this section shall create any contractual rights to any present or future equitable remedy requiring SEIU 32BJ to make or maintain any particular security processes or procedures in the future.

2.3. Dispute Resolution for Claims: The Claims Administrator, in his or her sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Incident (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

(a) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator may request additional information (“Claim Supplementation”) and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within twenty-one (21) days of receipt of such Claim Form or ten (10) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with a claimant’s compliance with meeting the 30-day cure

period, the claimant may request and, for good cause shown (severe illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than thirty (30) days from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Settlement Administrator may reject the claim without any further action.

2.4. Settlement Expenses: All costs for notice to the Settlement Class as required under ¶ 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute Resolution described in ¶ 2.3, shall be paid by SEIU 32BJ.

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

The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

III. ORDER OF PRELIMINARY APPROVAL AND PUBLISHING OF NOTICE OF FAIRNESS HEARING

3.1. As soon as practicable after the execution of the Settlement Agreement, Settlement Class Counsel and counsel for SEIU 32BJ shall jointly submit this Settlement Agreement to the Court and Settlement Class Counsel shall file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit 1, or an order substantially similar to such form, requesting, *inter alia*:

- (a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.5;
- (b) preliminary approval of the Settlement Agreement as set forth herein;
- (c) appointment of Settlement Class Counsel as Settlement Class Counsel;
- (d) appointment of Class Plaintiff as Class Representative;
- (e) approval of a customary form of short notice to be provided to Settlement Class Members (the "Short Notice") in a form substantially similar to the one attached hereto as Exhibit 3;
- (f) approval of a customary long form of notice ("Long Notice") to be posted on the Settlement Website in a form substantially similar to the one attached hereto as Exhibit 4, which, together with the Short Notice, shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement

Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

(g) appointment of Kroll Settlement Administration LLC as the Notice Specialist and Claims Administrator; and

(h) approval of a claim form substantially similar to that attached hereto as Exhibit 2.

The Short Notice, Long Notice, and Claim Form have been reviewed and approved by the Notice Specialist and Claims Administrator and may be revised as agreed upon by the Parties.

3.2. SEIU 32BJ shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Attorneys' fees, costs, and expenses of Settlement Class Counsel, and a service award to the Class Representative, shall be paid by SEIU 32BJ as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members via e-mail or mail to the addresses provided by SEIU 32BJ. The notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement and other documents as agreed upon by the Parties. A toll-free telephone help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Claims Administrator also will provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement

Agreement, upon request. Prior to the Final Fairness Hearing, Settlement Class Counsel and SEIU 32BJ's counsel may file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Notice Specialist and/or Claims Administrator, respectively, in consultation and agreement with the Parties, as may be reasonable and not inconsistent with such approval.

3.3. Settlement Class Counsel and SEIU 32BJ's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

IV. OPT-OUT PROCEDURES

4.1. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. No joint or *en masse* opt outs will be effective. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than forty-five (45) days after the date on which notice is sent.

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

4.3. Within seven (7) days after the Opt-Out deadline, the Claims Administrator shall furnish to Settlement Class Counsel and to SEIU 32BJ's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

4.4. Notwithstanding anything else in this Agreement, if 5% or more of the persons meeting the definition of Settlement Class Members opt-out, SEIU 32BJ shall have the unilateral option to terminate this Agreement at its sole discretion, and this Settlement Agreement shall be null and void and this settlement of no force and effect. If SEIU 32BJ so elects, it shall give notice of such termination in writing to Settlement Class Counsel no later than 10 business days after receiving the list of persons who have requested exclusion from the Settlement Class. If SEIU 32BJ terminates this Agreement, SEIU 32BJ shall be obligated to pay the Claims Administrator for all costs and expenses incurred by the Claims Administrator for work performed in connection with this Settlement Agreement.

V. OBJECTION PROCEDURES

5.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in

which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than forty-five (45) days after notice is provided, and served concurrently therewith upon Settlement Class Counsel, Kenneth J. Grunfeld, Golomb Spirt Grunfeld PC, 1835 Market Street, Suite 2900, Philadelphia, Pennsylvania 19103; and counsel for SEIU 32BJ, Spencer Persson, Davis Wright Tremaine, LLP, 865 S. Figueroa Street, Suite 2400, Los Angeles, CA 90017.

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

5.3. Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

VI. RELEASES

6.1. Upon the Effective Date, each Settlement Class Member, including Class Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Class Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing,

prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2. Upon the Effective Date, the Class Plaintiff expressly acknowledges that he is waiving the protections of Section 1542, and that in addition to releasing SEIU 32BJ from the Released Claims, he releases the SEIU 32BJ from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, regardless of their connection or relation to the Litigation or the Incident.

VII. SETTLEMENT CLASS COUNSEL'S ATTORNEYS' FEES, COSTS, AND EXPENSES; SERVICE AWARD TO CLASS PLAINTIFF

7.1. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or a service award to the Class Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that SEIU 32BJ would pay reasonable attorneys' fees, costs, expenses, and a service award to the Class Plaintiff as may be agreed to by SEIU 32BJ and Settlement Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court. SEIU 32BJ and Settlement Class Counsel then negotiated and agreed as follows:

7.2. SEIU 32BJ has agreed not to object to an award of up to one-third of the maximum total amount of the Settlement, or \$183,333.33 in total for attorneys' fees and reasonable costs to Settlement Class Counsel. Those fees shall be paid out of the Settlement Benefits set forth in Section II. SEIU 32BJ agrees that it has no right to appeal the amount of any award of attorneys' fees, costs or enhancements so long as the total amount awarded for attorneys' fees and costs does not exceed \$183,333.33.

7.3. Subject to Court approval, as part of the total amount of the Settlement, SEIU 32BJ has agreed to make a \$1,500 payment to the Class Plaintiff as a service award. The service award shall be paid out of the Settlement Benefits set forth in Section II.

7.4. The service award and any requirements for obtaining any such payment is separate and apart from, and in addition to, any potential recovery for the Class Plaintiff.

7.5. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Settlement Class Counsel or Class Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

7.6. A reduction by the Court or by an appellate court of the fees and costs awarded to Settlement Class Counsel shall not affect any of the Parties' rights and obligations under this Agreement, and shall only serve to reduce the amount of the fees and costs payable to Settlement Class Counsel

VIII. CLAIMS ADMINISTRATION

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. Duties include but are not limited to: (i) obtaining the settlement class member list for the purpose of disseminating notice to Settlement Class Members; (ii) providing notice to Settlement Class Members; (iii) establishing and maintaining the settlement website and the toll-free telephone line; (iv) responding to any Settlement Class Member inquiries timely; (v) reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members; (vi) receiving requests to opt out from Settlement Class Members and providing Class Counsel and SEIU 32BJ Counsel a copy thereof; (vii) after the Effective Date, processing and transmitting payments to Settlement Class

Members; and (viii) providing reports to Settlement Class Counsel and SEIU 32BJ as to both claims and distribution.

8.2 All claims must be submitted or otherwise postmarked within 60 days after notice is provided. After reviewing each claim and all supporting documentation, the Claims Administrator shall determine whether a Settlement Class Member's claim is sufficient to support a claim and the amount of reimbursement to be paid to the Settlement Class Member. In making each determination, the Claims Administrator shall use reasonable procedures to screen claims for abuse, fraud, duplication, or ineligibility. If the Claims Administrator deems a claim to be incomplete or deficient, the Claims Administrator shall send the Settlement Class Member a notice requesting additional information and/or outlining any deficiencies and providing the Settlement Class Member 21 calendar days from the notice to provide the requested additional information and/or cure the outlined deficiencies. The Claims Administrator shall make a final and binding resolution with regard to whether the deficiency has been timely cured. If a Settlement Class Member fails to timely respond, his or her claim shall be denied.

8.3 The Claims Administrator shall issue a written approval or denial of all claims for reimbursement, with a copy to Settlement Counsel and Defense Counsel. All decisions of the Claims Administrator are final and binding; no right of appeal exists as to any Settlement Class Member or SEIU 32BJ. Although no formal right of appeal is available to the Settlement Class Members or SEIU 32BJ, the Claims Administrator has the authority to reverse a denial of any claim so long as it does so within 30 calendar days of the date of the denial letter. Settlement Class Members may not resubmit a claim for any out-of-pocket expense that was part of a prior claim. No decisions by the Claims Administrator shall be deemed to constitute a finding,

admission, or waiver by SEIU 32BJ as to any matter of fact, law or evidence having any collateral effect in any other proceeding or before any other forum or authority.

8.4 The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.3. All claims agreed to be paid in full by SEIU 32BJ shall be deemed valid.

8.5 Electronic payments or checks for approved claims shall be sent or mailed and postmarked within forty-five (45) days of the Effective Date, or within forty-five (45) days of the date that the claim is approved, whichever is later.

8.6 No Person shall have any claim against the Claims Administrator, SEIU 32BJ, Settlement Class Counsel, Class Plaintiffs, and/or SEIU 32BJ's counsel based on distributions of benefits to Settlement Class Members.

IX. PAYMENT SCHEDULE

9.1 SEIU 32BJ shall pay costs sufficient to fund the settlement as follows:

(a) Within thirty (30) days of the Court granting preliminary approval of this Settlement Agreement, SEIU 32BJ shall pay all costs associated with notifying the Settlement Class Members of this Settlement Agreement in an amount estimated by the Settlement Administrator;

(b) Within twenty-one (21) days of the Effective Date, and following receipt of a W-9 from both Class Counsel and Class Plaintiff, SEIU 32BJ shall deliver to Class Counsel the attorneys' fees and costs, and service award pursuant to ¶¶ 7.2 and 7.3;

(c) Within thirty (30) days of the Effective Date, SEIU 32BJ shall pay to the Settlement Administrator an amount sufficient to satisfy the full amount of Approved Claims. To the extent claims are finally approved after the deadline for the initial payment, the Settlement Administrator shall send monthly statements to counsel for SEIU 32BJ with additional

amounts due to pay for Approved Claims, and SEIU 32BJ shall pay those additional amounts within thirty (30) days of each monthly statement. Within forty-five (45) days of the Effective Date or within forty-five (45) days of the date that the claim is approved, whichever is later, the Settlement Administrator shall send or mail out payment for all valid claims.

X. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

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

(a) the Court has entered the Order of Preliminary Approval as required by ¶ 3.1;

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

(c) the Judgment has become Final, as defined in ¶ 1.10 and 1.11.

10.2. If all of the conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 10.3 unless Settlement Class Counsel and SEIU 32BJ's counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3. In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or its counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in

accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, SEIU 32BJ shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 2.3 above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XI. SUMMARY OF TIMELINE

The proposed order granting preliminary approval of the settlement shall include the following timeline regarding settlement administration:

Last day for SEIU 32BJ to provide the Claims Administrator with the Class List	20 days after preliminary approval
Last day for Claims Administrator to mail and email the Settlement Class Notice to Settlement Class Members	25 days after the Class List is provided
Last day for requests for exclusion from the settlement to be postmarked by Settlement Class Members	45 days after notice is sent out
Last day for Settlement Class Members to submit objections to the settlement	45 days after notice is sent out
Last day for Settlement Class Counsel to file motion for award of attorneys' fees, litigation costs, administration costs, and Settlement Class Representative's service payments	45 days after notice is sent out
Last day to file a Claim Form for reimbursement of out-of-pocket losses or other expenses	60 days after notice is sent out
Last day for Settlement Class Counsel to file motion for final approval of settlement	7 days before the Fairness Hearing
Hearing on motion for final approval of settlement and motion for Settlement Class	As Ordered by the Court

Representative's service payments, administration costs and application for attorneys' fees and costs	
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XII. MISCELLANEOUS PROVISIONS

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

12.2. The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.3. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

12.4. This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Settlement Class Notice after the Final Approval Order and Judgment is entered. Such prohibited collateral attacks shall include, but are not limited to, claims that the procedures for notice and/or claims administration were incorrect, claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a Claim Form or Election Form, or claims disputing the Claims Administrator's decision to approve or deny any claim for reimbursement.

12.5. Except as provided herein, neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, Settlement Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceedings to enforce, construe, or finalize the settlement and this Agreement, or from being used in defense of any claims released under the Agreement.

12.6. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement or to bring claims released under the Agreement. Any of the Released Parties may file this Agreement and/or the Final Approval Order and Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim in any court or administrative agency or other tribunal.

12.7. Any person that receives a distribution from this settlement shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. In no event shall SEIU 32BJ or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of any amount to the Class Plaintiff, Settlement Class Members, Settlement Counsel or any other person or entity.

12.8. Upon request, all documents and materials, if any, provided by the Parties shall be treated as confidential and returned and/or destroyed within sixty (60) days of the Effective Date. Such documents and materials, if any, may not be used for any purpose other than what they were provided for.

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

12.10. The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the parties hereto, and no representations, warranties or inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made by the parties. Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Class Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

12.11. This Settlement Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Settlement Agreement has been negotiated at arms-length by parties of equal bargaining power and drafted jointly by Settlement Counsel and Defense Counsel. Each of the Parties has had full opportunity to review and consider the contents of this Settlement Agreement, has read and fully understands the provisions of this Settlement Agreement, and has relied on the advice and representation of legal counsel of its own choosing. In the event that a dispute arises with respect to this Settlement Agreement, no Party shall assert that any other Party is the drafter of this Settlement Agreement or any part hereof, for purposes of resolving ambiguities that may be contained herein. If any provision of this Settlement Agreement shall be deemed ambiguous, that provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Settlement Agreement or such provision hereof.

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

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

12.14. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

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

12.16. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of New Jersey, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New Jersey.

12.17. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

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

12.19. For settlement benefits paid by check, cashing the settlement check is a condition precedent to the Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void one hundred and eighty (180) days after issuance.

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

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

**[THIS SECTION INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.]**

CLASS REPRESENTATIVE:

DEFENDANT: SS-14, Local 32 BS

VICTOR MATEO



By: Emanuel Pastreich

Dated: _____

Dated: 2/2/23

APPROVED AS TO FORM:

Settlement Class Counsel:

GOLOMB SPIRT GRUNFELD, P.C.

By: _____

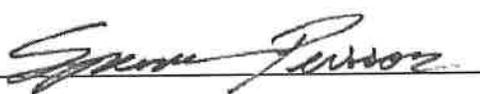
Dated: _____

Kenneth J. Grunfeld
Kevin W. Fay
1835 Market Street, Suite 2900
Philadelphia, Pennsylvania 19103
Telephone: (215) 346-7338
Facsimile: (215) 985-4169
kgrunfeld@GolombLegal.com
kfay@GolombLegal.com

APPROVED AS TO FORM:

Counsel for SEIU 32BJ:

DAVIS WRIGHT TREMAINE, LLP

By: 

Dated: 02/02/2023

Spencer Persson
865 S. Figueroa Street, Suite 2400
Los Angeles, CA 90017
Telephone: (213) 633-8634
Facsimile: (213) 633-6899
spencerpersson@dwt.com

Mohammad B. Pathan
1251 Avenue of the Americas, 21st Floor
New York, NY 10020
Tel: (212) 489-8230
mohammadpathan@dwt.com

CLASS REPRESENTATIVE:

DEFENDANT:

DocuSigned by:
Victor Mateo
6A2004867431481...

VICTOR MATEO

By: _____

Dated: 2/12/2023

Dated: _____

APPROVED AS TO FORM:

Settlement Class Counsel:

GOLOMB SPIRT GRUNFELD, P.C.

By:  _____

Dated: 02/09/2023

Kenneth J. Grunfeld
Kevin W. Fay
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Telephone: (215) 346-7338
Facsimile: (215) 985-4169
kgrunfeld@GolombLegal.com
kfay@GolombLegal.com

APPROVED AS TO FORM:

Counsel for SEIU 32BJ:

DAVIS WRIGHT TREMAINE, LLP

By: _____

Dated: _____

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Mohammad B. Pathan
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New York, NY 10020
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mohammadpathan@dwt.com

EXHIBIT 2

GOLOMB SPIRT GRUNFELD, PC

By: Kenneth J. Grunfeld, Esq. (Atty. ID: 026091999)

Kevin W. Fay, Esq. (Atty. ID: 005692010)

1835 Market Street, Suite 2900

Philadelphia, PA 19103

(215) 985-9177

Attorneys for Plaintiff and the Class

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**ORDER GRANTING PRELIMINARY
APPROVAL OF SETTLEMENT**

THIS MATTER having been brought before the Court on Motion for Preliminary Approval of a Class Action Settlement, filed by Plaintiff's Counsel; and the Court having considered the terms and conditions of the Settlement Agreement; and for good cause appearing that the terms and conditions set forth in the Settlement Agreement were the result of good faith arm's length settlement negotiations between competent and experienced counsel for both Plaintiff and Defendants:

IT IS ON THIS 8th DAY OF March, 2023 ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;
2. The terms of the Parties' Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing (or "Fairness Hearing")

provided for below. The Court finds that said settlement is sufficiently within the range of reasonableness and the notice of the proposed settlement should be given as provided in the Settlement Agreement;

3. This action arose out of a data breach in which an unknown third party allegedly gained access to certain computer systems of Defendant, which contained protected identifying information (“PII”) belonging to Plaintiff and the Settlement Class Members, between October 21, 2021 and November 1, 2021 (the “Incident”). The Court preliminarily certifies the following class for purposes of settlement only:

All individuals residing in the United States whose PII was potentially compromised as a result of the Incident.

4. The Court finds, only for purposes of preliminarily approving the settlement, that the requirements of R. 4:32-1, et seq. of the New Jersey Court Rules are satisfied, and that a class action is an appropriate means of resolving this litigation. All the prerequisites for class certification under R. 4:32-1(b)(1)(A) are present. The Settlement Class Members are identifiable and too numerous to be joined. Common questions of law and fact as to all Settlement Class Members predominate over individual issues and should be resolved in one proceeding with respect to all Settlement Class members. The Class Representative’s claims are typical of those of the Class. The class action mechanism is superior to alternative means for adjudicating and resolving this action;

5. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that Plaintiff, Victor Mateo, is an adequate class representative for the Settlement Class;

6. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that the following attorneys are designated as Class Counsel:

Kenneth J. Grunfeld, Esq.
Kevin W. Fay, Esq.
GOLOMB SPIRT GRUNFELD, P.C.
1835 Market Street, Suite 2900
Philadelphia, PA 19103

7. The Court approves the proposed notice attached to the Settlement Agreement and upon the Certification of Kenneth J. Grunfeld. The notice to be provided is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed settlement and the Fairness Hearing to all persons and entities effected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of R. 4:32-2(b) of the New Jersey Court Rules, due process, the Constitution of the United States, the laws of New Jersey and all other applicable laws. The notice is accurate, objective, informative, and provides the Settlement Class with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness. The Court finds that the notice adequately advises the Settlement Class about the class action; the terms of the proposed Settlement, the benefits to each Settlement Class Member, and the proposed fees, costs, and expenses to Class Counsel; each Settlement Class Member's right to object or opt out of the Settlement, and the timing and procedures for doing so; Preliminary Approval by the Court of the proposed Settlement; and the date of the Final Approval hearing as well as the rights of Settlement Class Members to file documentation in support of or in opposition to, and appear in connection with, said hearing. Non-material modifications to the form and content of the Notice may be made without further order of the Court.

8. The Court also approves the manner and timing of the notice to the Settlement Class as set forth in Section [III] of the Settlement Agreement. The Court further finds, as specifically described in the Settlement Agreement, that the sending of notice via e-mail to all Settlement Class Members for whom Defendant has provided the Settlement Administrator with an e-mail address; the mailing of the notice via U.S. mail to all Settlement Class members to their last known address where Defendant does not possess a valid e-mail address, with updates from the National Change of Address database; and the maintenance of a Settlement Website containing the Complaint, the Settlement Agreement, the Long-Form Notice, the Short-Form Notice, the Claim Form, the Preliminary Approval Order, and any other documents that Class Counsel and Defendant's Counsel agree to post or that the Court orders posted, until sixty (60) calendar days after distribution of the Net Settlement Fund to Settlement Class Members has been completed, constitute reasonable notice to Settlement Class Members of their rights with respect to the class action and proposed Settlement. The Court hereby orders that the notice to the Settlement Class shall be affected in accordance with Section [III] of the Settlement Agreement;

9. The Parties are authorized to retain Kroll Settlement Administration LLC as the Settlement Administrator in accordance with the terms of the Settlement Agreement and this Order. All costs incurred in notifying the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement;

10. Within twenty (20) calendar days of the Court's preliminary approval of the Settlement, SEIU 32BJ will provide the Settlement Administrator with, among other things as necessary, the following information for each Settlement Class Member: (a) name; (b) last known e-mail address, if available; and (3) last known mailing address, if available;

11. Within twenty-five (25) calendar days after the above information is provided, the Settlement Administrator shall send notice to Settlement Class Members in the manner specified in the Settlement Agreement;

12. The Court orders that any request for exclusion from the Settlement, in order to be timely and valid, must: (a) be postmarked no later than forty-five (45) calendar days after notice is sent; (b) include the Settlement Class Member's name, address, e-mail address, and telephone number; (c) state that the Settlement Class Member wants to be excluded from the Settlement in Mateo v. SEIU 32BJ, Case No. BER-L-004121-22, (Superior Court, Bergen County, NJ), and that the Settlement Class Member understands that he or she will receive no money from the Settlement; (d) identify his or her counsel, if represented; and (e) be personally signed and dated by the Settlement Class Member.

13. If more than 5% of the total number of Settlement Class Members submit timely and valid opt-out requests, SEIU 32BJ shall have the option to void the Settlement. To exercise this option, SEIU 32BJ or its counsel shall give notice in writing to Settlement Class Counsel no later than ten (10) business days after receiving the last timely opt-out statement. If the Settlement Agreement is terminated or not consummated for this reason or any reason whatsoever, this conditional certification of the Settlement Class shall be void, with Defendant reserving its rights to oppose any and all future class certification motions on any grounds and Plaintiff similarly preserving all of his rights, including the right to move for class certification and/or to continue with the litigation;

14. Any participating Settlement Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement by filing an objection with the Court with copy to Settlement Class Counsel and Defendant's Counsel. Any objection must: (a)

state the objector's name, address, e-mail address, and telephone number; (b) include the case name and case number of this Action (Mateo v. SEIU 32BJ, Case No. BER-L-004121-22, (Superior Court, Bergen County, NJ)); (c) include an explanation of the basis upon which the objector claims to be a Settlement Class Member; (d) include a statement with specificity of all grounds for the objection, accompanied by any legal support for the objection; (e) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (f) state the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (g) state the identity of all counsel who represent the objector in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (h) provide a list of all other class action settlements to which the objector's counsel or counsel's law firm filed an objection within the five (5) years preceding the date that the objector or their counsel files the objection; (i) provide a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (j) state whether the objector intends to appear at the Final Approval Hearing and, if so, the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and (k) include the objector's signature (an attorney's signature is not sufficient). To be timely, the objection must be postmarked no later than forty-five (45) calendar days after notice is sent. Any Participating Settlement Class Member who does not timely submit such a written objection will not be permitted to raise such objection, except for good cause shown, and any Participating Settlement Class Member who fails to object in the

manner prescribed by this Order will be deemed to have waived, and will be foreclosed from raising, any such objection.

15. Any objector obtaining access to materials and/or information designated and/or deemed confidential ~~must obtain leave of court and~~ must agree to be bound by a confidentiality agreement and by all protective orders entered in this action;

16. Plaintiff and Settlement Class Counsel shall file their motion for their application for attorneys' fees, costs, and expenses, and for a Service Award for Plaintiff, no later than forty-five (45) calendar days after notice is sent or one hundred and five (105) calendar days after the Court's preliminary approval of the Settlement, whichever is later.

17. The last day for Class Members to file a Claim Form for reimbursement of out-of-pocket losses or other expenses shall be sixty (60) calendar days after notice is sent.

18. Defendant's counsel and Class Counsel are authorized to use and disclose such information as is contemplated and necessary to effectuate the terms and conditions of the Settlement Agreement and to protect the confidentiality of the names and addresses of the members of the Settlement Class and other confidential information pursuant to the terms of this Order.

19. On July 13, 2023 at 10 a.m/~~p.m.~~, a Final Approval Hearing will be held before the ROBERT M. VINCI, J.S.C., J.S.C. in Courtroom 352 of the Superior Court of New Jersey, Bergen County Justice Center, 10 Main Street, Hackensack, New Jersey. The date and time of the Final Approval Hearing may, from time to time and without further notice to the Settlement Class (except those Settlement Class Members who file timely and valid objections), be continued or adjourned by order of the Court;

20. Plaintiff and Settlement Class Counsel shall file their Motion for Final Approval of the Settlement no later than seven (7) days before the Final Approval Hearing; and

21. The Motion for Preliminary Approval of the proposed settlement is hereby **GRANTED.**



ROBERT M. VINCI, J.S.C.

Unopposed
 Opposed

FOR THE REASONS SET FORTH
ON THE RECORD ON 3/8/23

EXHIBIT 3

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICES EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ

Defendant.

**SURPERIOR COURT OF NEW JERSEY
LAW DIVISON: BERGEN COUNTY**

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**DECLARATION OF
SCOTT M. FENWICK OF KROLL
SETTLEMENT ADMINISTRATION LLC
IN CONNECTION WITH FINAL
APPROVAL OF SETTLEMENT**

I, Scott M. Fenwick, declare as follows:

INTRODUCTION

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),¹ the Notice Specialist and Claims Administrator appointed in the above-captioned case as the “Settlement Administrator,” whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with final approval.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Settlement Agreement.

BACKGROUND

3. Kroll was appointed as the Settlement Administrator to provide notification and administration services in connection with the Settlement Agreement entered into in connection with the above-captioned case, the terms of which are referred to herein as the “Settlement.” Kroll’s duties in connection with the Settlement have and will include: (a) receiving and analyzing the Settlement Class Member contact list (the “Class List”) from defense counsel; (b) creating a Settlement Website with online claim filing capabilities; (c) establishing a toll-free number; (d) establishing a post office box for the receipt of mail; (e) preparing and sending the Short Notice to Settlement Class Members via first-class mail; (f) preparing and sending the Short Notice to Settlement Class Members via e-mail; (g) establishing an email address to receive Settlement Class Member inquiries; (h) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (i) receiving and processing undeliverable mail, without a forwarding address, from the USPS; (j) receiving and processing Claim Forms; (k) receiving and processing opt outs; and (l) such other tasks as counsel for the Parties or the Court request Kroll perform.

NOTICE PROGRAM

Data and Case Setup

4. On March 28, 2023, Kroll received one (1) data file from the Defendant. The file contained 230,741 records and included first and last names, physical mailing addresses and/or email addresses for Settlement Class Members. Kroll undertook several steps to reconcile the records and compile the eventual Class List for the emailing and mailing of the Short Notice. After cleaning and de-duping the data file, Kroll determined there were 229,384 unique records. Of the 229,384 unique records, 104,766 records included an email address, while 124,618 records had only a physical mailing address. Additionally, in an effort to ensure that the Short Notice would be deliverable to Settlement Class Members, Kroll ran the Class List through the USPS’s National Change of Address (“NCOA”) database and updated the Class List with address changes received from the NCOA.

5. On January 26, 2023, Kroll created a dedicated Settlement Website entitled www.mateodataincidentsettlement.com. The Settlement Website “went live” on April 20, 2023, and contains, among other things, the Settlement Agreement, Complaint, Claim Form, Preliminary Approval Order, Long Notice, Short Notice, important dates and deadlines, answers to Frequently Asked Questions, and allows Settlement Class Members an opportunity to file a Claim Form online. As of July 3, the Settlement Website has had 19,840 visits.

6. On January 25, 2023, Kroll established a toll-free number, 1-833-630-9977, for Settlement Class Members to call and obtain additional information regarding the Settlement through an Interactive Voice Response (“IVR”) system. As of July 3, 2023, the IVR has received 2,822 calls.

7. On January 25, 2023, Kroll designated a post office box with the mailing address *Mateo v. SEIU 32BJ*, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324 in order to receive requests for exclusion, Claim Forms, and correspondence from Settlement Class Members.

8. On January 26, 2023, Kroll established an email address, info@MateoDataIncidentSettlement.com, to receive and reply to email inquiries from Settlement Class Members pertaining to the Settlement.

The Notice Program

9. On April 21, 2023, Kroll caused the Short Notice to be mailed via first-class mail to the 124,618 physical addresses on file for Settlement Class Members. A true and correct copy of the mailed Short Notice, along with the Long Notice and Claim Form are attached hereto as **Exhibits A, B, and C**, respectively.

10. On April 21, 2023, Kroll caused the Short Notice to be sent via email to the 104,766 email addresses on file for Settlement Class Members. A true and correct copy of a complete exemplar emailed Short Notice (including the subject line) is attached hereto as **Exhibit D**. Of the 104,766 emails attempted for delivery, 25,027 emails were rejected/bounced back as undeliverable.

11. On May 11, 2023, Kroll caused 25,027 Short Notices to be mailed via first-class mail to Settlement Class Members whose emailed Short Notices were rejected/bounced back.

NOTICE PROGRAM REACH

12. As of June 27, 2023, twenty (20) Short Notices were returned by the USPS with a forwarding address. The twenty (20) Short Notices were automatically re-mailed to the updated addresses provided by the USPS.

13. As of June 27, 2023, 3,060 Short Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll ran the 3,060 undeliverable records through an advanced address search. The advanced address search produced 2,419 updated addresses. Kroll has re-mailed the Short Notices to the 2,419 updated addresses obtained from the advanced address search. Of the 2,419 re-mailed Notices, 101 have been returned as undeliverable a second time.

14. Based on the foregoing, following all Short Notice re-mailings, Kroll has determined that Short Notices likely reached 228,642 of the 229,384 persons to whom Short Notices were sent, which equates to a reach rate of the direct mail notice of approximately 99.68%. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches² over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.³ The table below provides an overview of dissemination results for the direct notice program.

² FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

³ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members
Settlement Class Members	229,384	100.0%
Notice Mailing		
(+) Notices Mailed (Initial Campaign)	124,618	54.33 %
(+) Notice Emailed (Initial Campaign)	104,766	45.67 %
(-) Emailed Notice Bounce Backs	25,027	10.91 %
(+) Notices Mailed (Email Bounce Backs)	25,027	10.91 %
(-) Total Mailed Notices Returned as Undeliverable	3,060	1.33 %
(+) Total Unique Notices Re-mailed	2,419	1.05 %
(-) Total Undeliverable (Re-Mailed) Notices	101	0.04%
Direct Notice Program Reach		
(=) Received Direct Notice	228,642	99.68 %

CLAIM ACTIVITY

15. As of June 27, 2023, Kroll has received 311 Claim Forms through the mail and 1,409 Claim Forms filed electronically through the Settlement Website. Kroll is still in the process of reviewing and validating Claim Forms and out-of-pocket losses. In reviewing each out-of-pocket claimed losses and the supporting documentation, Kroll is determining whether a Settlement Class Member's supporting documentation is sufficient to support the amount of reimbursement to be paid to the Settlement Class Member. In making each determination, Kroll is using reasonable procedures to screen claims for abuse, fraud, duplication, and validity.

16. To prevent Claim Forms from being filed by individuals outside of the Settlement Class and to curtail fraud, Settlement Class Members were provided a unique "Class Member ID" on their respective notices. The Class Member ID is required for Settlement Class Members to file a Claim Form online or through the mail.

EXCLUSIONS AND OBJECTIONS

17. The Opt-Out Date under the Settlement was June 5, 2023.

18. As of July 3, 2023, Kroll has received thirteen (13) timely exclusion requests. A list of the exclusions received is attached hereto as **Exhibit E**. Settlement Class Members were not instructed to submit their objection to the Settlement Administrator, and none have been received by Kroll.

CERTIFICATION

I declare under penalty of perjury under the laws of the State of New Jersey that the above is true and correct to the best of my knowledge and that this Declaration was executed on July 6, 2023, in Woodbury, Minnesota.

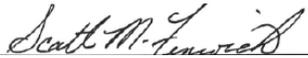

SCOTT M. FENWICK

Exhibit A

Mateo v. SEIU 32BJ
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

Electronic Service Requested

Postal Service: Please do not mark barcode
<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<Company>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>.<<zip4>>

Individuals who were notified by Service Employees International Union, Local 32BJ (SEIU 32BJ) that their Personal Identifying Information (“PII”) was or may have been compromised in a Data Security Incident may be eligible for a payment from a class action settlement.

A New Jersey state Court ordered this notice. This is not a solicitation from a lawyer.

A settlement has been reached with SEIU 32BJ in a class action lawsuit about a data security incident (“Incident”). A lawsuit was filed asserting claims against SEIU 32BJ relating to the Incident. SEIU 32BJ denies all of the claims and says it did not do anything wrong.

WHAT HAPPENED? Class Plaintiff alleges that a third party allegedly gained access to certain of SEIU 32BJ’s computer systems between October 21, 2021 and November 1, 2021 which contained the PII of SEIU 32BJ’s current and former members and employees, including their names, addresses, dates of birth and social security numbers.

WHO IS INCLUDED? You received this notice because SEIU 32BJ’s records show you are a member of the Settlement Class. The Settlement Class includes all residents of the United States whose PII was potentially compromised in the Incident.

SETTLEMENT BENEFITS. The settlement provides cash reimbursement of up to \$25 per hour (for a maximum of 4 hours) as compensation for time lost dealing with the Incident and up to \$1,500 for documented “ordinary or extraordinary losses” occurred as a result of the Incident, capped at \$1,500 total per Person. Information on the settlement’s benefits is available on the website: www.MateoDataIncidentSettlement.com.

CLAIM FORM. You must file a claim form to receive the settlement benefits. You can file a claim online at www.MateoDataIncidentSettlement.com, download a claim form at the website and mail it, or you may call 1-833-630-9977 and ask that a claim form be mailed to you. The Claims Deadline is June 20, 2023.

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by June 5, 2023. If you stay in the settlement, you may object to it by June 5, 2023. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website www.MateoDataIncidentSettlement.com or call the toll-free number for a copy of the more detailed notice. On July 13, 2023, the Court will hold a hearing on whether to approve the settlement, Class Counsel’s request for attorneys’ fees and reasonable costs, expenses and an incentive award for the Class Plaintiff. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. Detailed information is available at the website and by calling the toll-free number below.

Questions? Call 1-833-630-9977 or visit www.MateoDataIncidentSettlement.com

Postage
Required

Mateo v. SEIU 32BJ
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

Exhibit B

SUPERIOR COURT OF NEW JERSEY

BERGEN COUNTY LAW DIVISION

DOCKET NO: BER-L-004121-22

Individuals who were notified by Service Employees International Union, Local 32BJ that their confidential personal information was or may have been compromised in a Data Security Incident that occurred between October 21, 2021 and November 1, 2021 may be eligible for a payment from a class action settlement.

A New Jersey state Court ordered this notice. This is not a solicitation from a lawyer.

- A settlement has been reached with Service Employees International Union, Local 32BJ (“SEIU 32BJ”) in a class action lawsuit about the data security incident (“the Data Security Incident”) that occurred between October 21, 2021, and November 1, 2021. SEIU 32BJ first announced the Data Security Incident on or about February 11, 2022, and began mailing notice letters to those whose information was identified as compromised. The lawsuit was filed asserting claims against SEIU 32BJ relating to the Data Security Incident. SEIU 32BJ denies all of the claims.
- Plaintiff alleges that between October 21, 2021, and November 1, 2021, SEIU 32BJ was the target of a Data Security Incident in which an unauthorized user gained access to certain of SEIU 32BJ’s computer systems, which resulted in the unauthorized access of personal information. Plaintiff alleges that, as a result of the Data Security Incident, an unauthorized user gained access to Personal Identifying Information (“PII”) of Plaintiff and other class members. The PII included names, addresses and social security numbers. SEIU 32BJ expressly denies that Class Plaintiff’s PII was compromised and viewed by any third-party, that SEIU 32BJ failed to adequately safeguard any PII, or that Class Plaintiff or anyone else was injured by any act or omission committed by SEIU 32BJ.
- The Settlement Class includes all residents of the United States whose information may have been affected by the Data Security Incident. You should have received a letter from the Claims Administrator if you are a member of the Settlement Class. That notification included a unique Class Member ID for you to verify your identity to receive the settlement benefits described in this notice. If for some reason you did not receive the letter, but believe you are a Settlement Class Member, please call 1-833-630-9977 to verify your identity and receive further information on how to file a claim.
- The settlement provides cash reimbursement of up to \$25 per hour (for a maximum of 4 hours) as compensation for time lost dealing with the Data Security Incident, up to \$1,500 per person for documented “ordinary or extraordinary losses” incurred in responding to the Data Security Incident.
- You must file a claim form to receive a payment. You can file a claim online on this website, www.MateoDataIncidentSettlement.com, download a claim form and mail it, or you may call 1-833-630-9977 and ask that a claim form be mailed to you. The Claims Deadline is June 20, 2023. You must use the unique Class Member ID received with your notification to verify your identity as a member of the Settlement Class. If for some reason you did not receive login information, but believe you are a Settlement Class Member, please call 1-833-630-9977 to verify your identity and receive further information on how to file a claim.

**Your legal rights are affected even if you do nothing.
Read this notice carefully.**

Your Legal Rights & Options in this Settlement:		
Submit a Claim	You must submit a claim to get a payment.	Deadline: June 20, 2023
Ask to be Excluded	This allows you to sue SEIU 32BJ over the claims resolved by this settlement. You will not get anything from this settlement.	Deadline: June 5, 2023
Object	Write to the Court about why you do not like the settlement. You can still obtain a payment despite objecting and unless you request exclusion.	Deadline: June 5, 2023
Do Nothing	You get no payment for lost time or reimbursement for expenses and you give up rights.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still must decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

Questions? Call 1-833-630-9977 or visit [www. MateoDataIncidentSettlement.com](http://www.MateoDataIncidentSettlement.com)

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Questions? Call 1-833-630-9977 or visit [www. MateoDataIncidentSettlement.com](http://www.MateoDataIncidentSettlement.com)

BASIC INFORMATION

1. Why was this notice issued?

The Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit and about all of your options before the Court decides whether to grant “final approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Robert C. Vinci of the New Jersey Superior Court of Bergen County Law Division is overseeing this case, which is captioned *Victor Mateo, on behalf of himself and all others similarly situated v. SEIU 32BJ*, Docket No. BER-L-004121-22, Case Code 508. The Person who sued is called the Plaintiff. SEIU 32BJ is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that SEIU 32BJ was responsible for the Data Security Incident that occurred, and asserts claims such as: negligence, negligence *per se*, violation of the New Jersey Consumer Fraud Act, and declaratory relief. The lawsuit seeks compensation for people who had losses as a result of the Data Security Incident.

SEIU 32BJ denies all of Plaintiff’s claims. SEIU 32BJ expressly denies that Class Plaintiff’s PII was compromised and viewed by any third-party, that SEIU 32BJ failed to adequately safeguard any PII, or that Class Plaintiff or anyone else was injured by any act or omission committed by SEIU 32BJ.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Class Plaintiff(s)” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.” In this case, the Class Plaintiff is Victor Mateo. One Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit Approved Claims will get compensation. The Class Plaintiff and his attorneys believe the settlement is fair, reasonable, and adequate and, thus, in the best interests of the Settlement Class and its members. The settlement does not mean that SEIU 32BJ did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the settlement if you reside in the United States and were sent a letter notifying you that your PII was or may have been compromised in the Data Security Incident announced by SEIU 32BJ on or about February 11, 2022. If you were affected, you should have received a letter notification. Specifically excluded from the Settlement Class are: (a) SEIU 32BJ and its respective officers and directors; (b) Settlement Class Members who timely and validly request exclusion from the Settlement Class (for more information about requesting exclusion see Questions 13–15), (c) the Judge assigned to evaluate the fairness of this settlement; and (d) any other Person found by a Court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity that caused the Data Security Incident or who pleads *nolo contendere* to any such charge.

Questions? Call 1-833-630-9977 or visit [www. MateoDataIncidentSettlement.com](http://www.MateoDataIncidentSettlement.com)

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call 1-833-630-9977;
2. Email info@MateoDataIncidentSettlement.com; or
3. Write to: Mateo v. SEIU 32BJ
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The settlement will provide cash payments to people who submit Approved Claims for losses or time lost as a result of the Data Security Incident. If you have not received unique Class Member ID, but believe you are a Settlement Class Member, please call 1-833-630-9977 to verify your identity and receive further information on how to file a claim.

8. What payments are available?

Settlement Class Members are eligible to receive cash reimbursement (capped in the aggregate amount of \$550,000) for the following categories of expenses:

- *Compensation for Lost Time*: Settlement Class Members may file a claim to receive a cash payment for up to four (4) hours of lost time remedying issues related to the Data Security Incident, at a rate of \$25 per hour with an attestation and brief description of the actions taken to remedy issues and the time associated with each action.
- *Compensation for Ordinary or Extraordinary Losses*: Settlement Class Members may file a claim to receive cash payments of up to \$1,500 per Person for ordinary and/or extraordinary losses incurred in responding to the Data Security Incident. Ordinary and/or Extraordinary Losses include:
 - Out-of-pocket expenses incurred as a result of the Data Security Incident including unreimbursed bank fees, unreimbursed credit card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, or reasonable expenses relating to tax remediation efforts, and fees for credit reports between October 21, 2021, and March 18, 2022;
 - Cost of purchasing credit monitoring or other identity theft insurance products purchased between October 21, 2021, and March 18, 2022;
 - Losses associated with identity theft, fraud, and other actual misuse of personal information, provided that (i) the loss is an actual documented and unreimbursed monetary loss; (ii) you provide proof or documentation that that loss was proximately caused by the Data Security Incident; (iii) the loss is not already covered by one of the categories listed above; (iv) you made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and (v) the loss occurred between October 21, 2021 and March 18, 2022.

Questions? Call 1-833-630-9977 or visit [www. MateoDataIncidentSettlement.com](http://www.MateoDataIncidentSettlement.com)

Reasonable documentation must be submitted with your claim form showing that the expenses were proximately caused by the Data Security Incident in order to receive reimbursement for out-of-pocket costs. More details are provided in the Settlement Agreement, which is available at www.MateoDataIncidentSettlement.com.

HOW TO GET BENEFITS

9. How do I get benefits?

To get payment from the settlement, you must complete a claim form. Please read the instructions carefully, fill out the claim form, provide reasonable documentation (where applicable), and submit it online or mail it postmarked no later than June 20, 2023, to:

Mateo v. SEIU 32BJ
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

You may submit a claim online or download a copy at www.MateoDataIncidentSettlement.com or you may request one by mail by calling 1-833-630-9977.

10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a claim form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a claim form postmarked by June 20, 2023.

12. What am I giving up as part of the Settlement?

If the settlement becomes Final, you will give up your right to sue SEIU 32BJ for the claims being resolved by this settlement. The specific claims you are giving up against SEIU 32BJ are described in paragraphs 1.18 and 6.1 of the Settlement Agreement. You will be releasing SEIU 32BJ and all related people or entities as described in Section 1.19 of the Settlement Agreement. The Settlement Agreement is available at www.MateoDataIncidentSettlement.com.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer at your own expense.

Questions? Call 1-833-630-9977 or visit www.MateoDataIncidentSettlement.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue SEIU 32BJ about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any Judgment in this case.

14. If I do not exclude myself, can I sue SEIU 32BJ for the same thing later?

No. Unless you exclude yourself, you give up any right to sue SEIU 32BJ for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a claim form to ask for a payment.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the settlement in Case No. BER-L-004121-22 captioned Victor Mateo v. SEIU 32BJ. Include your name, address, and signature. You must mail your exclusion request postmarked by June 5, 2023, to:

Mateo v. SEIU 32BJ
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as Settlement Class Counsel: Golomb Spirt Grunfeld, P.C.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Settlement Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of up to \$183,333.33. Settlement Class Counsel will also request approval of an incentive award of up to \$1,500 for the Class Plaintiff.

Questions? Call 1-833-630-9977 or visit [www. MateoDataIncidentSettlement.com](http://www.MateoDataIncidentSettlement.com)

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

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

You can object to the settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, Case No. BER-L-004121-22 captioned Victor Mateo v. SEIU 32BJ, with the Clerk of the Court at the address below.

Your objection must include all of the following information: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe applicable; (iv) the identity of all counsel representing you; (v) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative, if applicable; and (vii) a list, by case name, Court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Your objection must be **postmarked** no later than June 5, 2023 to:

Clerk of Court
Vicinage 2 Superior Court Bergen County
10 Main Street
Hackensack, NJ 07601

In addition, you must **mail** a copy of your objection to Class Counsel and Defense Counsel, postmarked no later than June 5, 2023:

Class Counsel	Defense Counsel
Kenneth J. Grunfeld Golomb Spirt Grunfeld PC 1835 Market Street, Suite 2900 Philadelphia, PA 19103	Spencer Persson Davis Wright Tremaine, LLP, 865 S. Figueroa Street, Suite 2400, Los Angeles, CA 90017

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

Questions? Call 1-833-630-9977 or visit [www. MateoDataIncidentSettlement.com](http://www.MateoDataIncidentSettlement.com)

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the settlement.

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

The Court will hold a Final Fairness Hearing at 10:00 a.m. ET on July 13, 2023. The hearing will be held at the following location: Courtroom 352 of the Superior Court of New Jersey, Bergen County Justice Center, 10 Main Street, Hackensack, NJ, 07601.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for an incentive award for the Class Plaintiff. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 18, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must file an objection according to the instructions in Question 18, including all the information required.

Your Objection must be **filed** with the Clerk of the Court no later than June 5, 2023. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 18, postmarked no later than June 5, 2023.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will get no monetary benefits from this settlement. Once the settlement is granted final approval and the Judgment becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against SEIU 32BJ about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue SEIU 32BJ for the claims resolved by this settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This notice only provides a summary the proposed settlement. Details about the settlement can be found in the Settlement Agreement available at www.MateoDataIncidentSettlement.com.

You may also:

1. Write to: Mateo v. SEIU 32BJ
c/o Kroll Settlement Administration
PO Box 5324
New York, NY, 10150-5324
2. Visit the settlement website at www.MateoDataIncidentSettlement.com
3. Call the toll-free number 1-833-630-9977.

Questions? Call 1-833-630-9977 or visit [www. MateoDataIncidentSettlement.com](http://www.MateoDataIncidentSettlement.com)

Exhibit C



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**SEIU 32BJ DATA SECURITY INCIDENT
SETTLEMENT CLAIM FORM**

This claim form should be filled out and submitted if you received notice that your Personal Identifying Information was potentially compromised in the Data Security Incident that occurred with SEIU 32BJ's computer systems. You may receive a cash payment of (1) up to \$100 for compensation for up to 4 hours of lost time (at \$25.00 per hour) spent dealing with the Incident and/or (2) up to \$1,500 for reimbursement for documented ordinary or extraordinary losses, capped at \$1,500 total.

Please refer to the settlement notice posted on the settlement website, www.MateoDataIncidentSettlement.com, for more information.

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY: JUNE 20, 2023

CLASS MEMBER INFORMATION

The Claims Administrator will use this information for all communications regarding this claim form and the settlement.

First Name

MI

Last Name

Address

City

State

Zip Code

Country

Phone: (____ ____ ____) ____ ____ ____ - ____ ____ ____

Email (*Optional*): _____@_____

SETTLEMENT BENEFITS

Two types of benefits are available. First, you may recover payment to compensate you for the time you spent dealing with the Incident. Second, you may recover certain "ordinary or extraordinary losses" incurred as a result of the Incident upon submission of supporting documentation. Please refer to the settlement notice for more information.

Questions? Call 1-833-630-9977 or visit www.MateoDataIncidentSettlement.com



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Page 1 of 3



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To help us determine if you are entitled to a settlement payment, please provide as much information as possible.

1. Compensation for Lost Time

You are eligible for compensation of up to four hours of lost time spent dealing with the Incident (at \$25 per hour).

Check only one box.

How much time did you spend? 1 Hour 2 Hours 3 Hours 4 Hours

2. Documented Ordinary or Extraordinary Losses.

The types of expenses that you may claim include fees or other charges and other incidental losses you incurred, as result of the Data Security Incident that occurred with SEIU 32BJ’s computer systems between October 21, 2021 and March 18, 2022. Ordinary losses are: (i) out-of-pocket expenses incurred as result of the Incident, including unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, reasonable expenses relating to tax remediation efforts, and fees for credit reports purchased between October 21, 2021 and March 18, 2022; and (ii) the cost of purchasing credit monitoring or other identity theft insurance products purchased between October 21, 2021 and March 18, 2022. Extraordinary losses are losses associated with identity theft, fraud, and other actual misuse of personal information, provided that (i) the loss is an actual documented and unreimbursed monetary loss; (ii) you provide proof that the loss was proximately caused by the Incident; (iii) the loss is not already covered by one or more of the ordinary loss compensation categories; (iv) you made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and (v) the loss occurred between October 21, 2021 and March 18, 2022.

Date	Description	Amount
____/____/____		\$ _____.____
____/____/____		\$ _____.____
____/____/____		\$ _____.____
____/____/____		\$ _____.____
____/____/____		\$ _____.____

Documentation is required for claimed expenses. Please be sure to include documentation to expedite the processing of your claim.

Settlement Class Members may claim up to **\$1,500 in total for ordinary or extraordinary losses** under this section.

Questions? Call 1-833-630-9977 or visit www.MateoDataIncidentSettlement.com



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CF



Page 2 of 3



656960000000

ATTESTATION AND SIGNATURE

You must certify that the information you provided above is true and accurate. Please sign the following:

I declare under penalty of perjury under the laws of the United States that the information supplied in this claim form is true and correct to the best of my recollection. I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Print Name: _____

Signature: _____ Date: ____/____/____

* * *

The deadline to submit this claim form and all required supporting documentation is June 20, 2023:

This claim form may be submitted online at **www.MateoDataIncidentSettlement.com** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed claim form, along with any supporting documentation, by U.S. Mail to:

Mateo v. SEIU 32BJ
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

Questions? Call 1-833-630-9977 or visit www.MateoDataIncidentSettlement.com



65696



CF



Page 3 of 3

Exhibit D

Cardoso, Nuno

Subject: RE: [EXTERNAL] [iPost TEST 3] Mateo v. SEIU 32BJ – NOTICE REGARDING CLASS ACTION SETTLEMENT

From: Kroll Settlement Administration LLC <mateoseiusertlement@e.emailksa.com>

Sent: Tuesday, April 18, 2023 8:41 PM

To: Cardoso, Nuno <Nuno.Cardoso@kroll.com>

Subject: [EXTERNAL] [iPost TEST 3] Mateo v. SEIU 32BJ – NOTICE REGARDING CLASS ACTION SETTLEMENT

Class Member ID: 65696NUNOCARD

Individuals who were notified by Service Employees International Union, Local 32BJ (SEIU 32BJ) that their Personal Identifying Information (“PII”) was or may have been compromised in a Data Security Incident may be eligible for a payment from a class action settlement.

A New Jersey state Court ordered this notice. This is not a solicitation from a lawyer.

A settlement has been reached with SEIU 32BJ in a class action lawsuit about a data security incident (“Incident”). A lawsuit was filed asserting claims against SEIU 32BJ relating to the Incident. SEIU 32BJ denies all of the claims and says it did not do anything wrong.

What Happened? Class Plaintiff alleges that a third party allegedly gained access to certain of SEIU 32BJ’s computer systems between October 21, 2021 and November 1, 2021 which contained the PII of SEIU 32BJ’s current and former members and employees, including their names, addresses, dates of birth and social security numbers.

Who is Included? You received this email because SEIU 32BJ’s records show you are a member of the Settlement Class. The Settlement Class includes all residents of the United States whose PII was potentially compromised in the Incident.

Settlement Benefits. The settlement provides cash reimbursement of up to \$25 per hour (for a maximum of 4 hours) as compensation for time lost dealing with the Incident and up to \$1,500 for documented “ordinary or extraordinary losses” occurred as a result of the Incident, capped at \$1,500 total per Person. Information on the settlement’s benefits is available on the website: www.MateoDataIncidentSettlement.com

Claim Form. You must file a claim form to receive the settlement benefits. You can file a claim online at www.MateoDataIncidentSettlement.com. Alternatively, you can download a claim form at the website and mail it, or you may call 1-833-630-9977 and ask that a claim form be mailed to you. The Claims Deadline is June 20, 2023.

Other Options. If you do not want to be legally bound by the settlement, you must exclude yourself by June 5, 2023. If you stay in the settlement, you may object to it by June 5, 2023. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website www.MateoDataIncidentSettlement.com or call the toll-free number for a copy of the more detailed notice. On July 13, 2023, the Court will hold a hearing on whether to approve the settlement, Class Counsel’s request for attorneys’ fees and reasonable costs, expenses and an incentive award for

the Class Plaintiff. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. Detailed information is available at the website and by calling the toll-free number below.

Questions? Call 1-833-630-9977 or visit www.MateoDataIncidentSettlement.com

Click [here](#) to unsubscribe

Exhibit E

Exclusion List	
Count	Class Member ID
1	656968DFYBPXH
2	656967B1W7C6W
3	6569643GVJNG1
4	656964VQW5DN6
5	656966T4M5M6M
6	656967HTB6B5T
7	656966YSD6XTH
8	656967777DV2T
9	65696458RN7QD
10	656965YYDBB1Q
11	656964MCN3W1N
12	6569638VK3ZJZ
13	656963ZDSCZ53

EXHIBIT 4

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GOLOMB · SPIRT · GRUNFELD

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

ABOUT OUR FIRM

Golomb Spirt Grunfeld, P.C. is a boutique firm located in the heart of Center City, Philadelphia.

PRACTICE AREAS

Our law firm is nationally recognized as having the intellect, persistence, experience and resources to succeed in the most challenging cases.

We serve clients nationwide in various practice areas that include:

- Class Action
- Commercial/Consumer Litigation
- Toxic, Environmental and Pharmaceutical Litigation
- Mass Tort Litigation
- Personal Injury
- Medical Malpractice

SUCCESS IN THE MOST DIFFICULT CASES

For Over 25 years, Golomb Spirt Grunfeld has established an unmatched reputation for successfully representing those victimized by chemical and other environmental exposures, insurance or corporate wrongdoing, complex consumer class actions and commercial transactions, medical malpractice and significant highway and construction accidents. Many of our greatest successes have come from cases that other firms declined to handle because of the complexity or expense. With experience ranging from challenging environmental cases involving chemicals and other toxins, to the most difficult class action and medical cases, our team has the intellect, persistence, experience, and resources to produce unmatched results.

Other lawyers turn to Golomb Spirt Grunfeld with their most important cases. Referrals are a pillar of our practice. Leading attorneys across the nation refer their complex class actions and toxic exposure cases to us – and governmental agencies hire us to represent them against corporate wrongdoers in consumer and environmental matters.

A FOCUSED TEAM

At Golomb Spirt Grunfeld we take a hands-on approach. Every representation undertaken by the firm receives the highest degree of attention, resources, and skill. Our boutique size means that we are selective in what we accept and that every client receives the personalized attention of a senior partner.

The lawyers at Golomb Spirt Grunfeld are very active in professional and charitable organizations; our partners have earned leadership positions in regional and national trial bars and professional associations. We regularly instruct other professionals through continuing legal education and undertake pro bono work ranging from the representation of 9/11 victims to assisting local underprivileged clients through Volunteers for the Indigent Program.

PARTNER PROFILES

RICHARD M. GOLOMB

Mr. Golomb is managing shareholder and a founding partner of Golomb Spirt Grunfeld, P.C. He has more than thirty-five years of experience representing those who have been catastrophically injured as a result of medical negligence, defective products, dangerous drugs, construction accidents and other personal injury claims. He also represents victims of consumer, banking and mortgage fraud in class actions. For the past 25 years he has represented victims of environmental exposures and wronged consumers in class action litigation. Early in his career, Mr. Golomb was an associate, and then shareholder, with a Philadelphia catastrophic injury firm for eleven years before striking out on his own in 1996. Mr. Golomb has served as lead or co-counsel in more than 1,100 cases which resulted in million and multi-million dollar verdicts and settlements for clients in individual and class action claims.

Mr. Golomb has served in leadership in more than a dozen multi-district litigations in pharmaceutical, consumer class actions and anti-trust matters. As examples, Mr. Golomb has served on the Bank Overdraft MDL executive committee which, to date, has recovered more than \$1.3 billion dollars for consumers charged excessive overdraft fees through the re-sequencing of their transactions and as liaison counsel in the Benicar MDL which settled for \$358 million. He has also served as co-lead in a number of class actions against most of the major national banks for the deceptive sales and marketing of their payment protection products. To date, through these class actions and representation of various states through their Attorneys General, banks and credit card companies have been made to pay over \$200 million. Additionally, Mr. Golomb currently serves in leadership positions in a number of MDL's and coordinated matters representing individuals in pharmaceutical mass tort cases, and represents more than 300 women who have been diagnosed with ovarian cancer as a result of their perineal use of talcum powder and serves as co-lead counsel in the New Jersey MCL as well as member of the Executive Committee in the MDL litigation.

An active member of the bar, Mr. Golomb has served as president of the Philadelphia Trial Lawyers Association and as an elected member of the executive board of the Philadelphia Bar Association. He also served as an officer of the American Association for Justice for three years. As a governor for the American Association for Justice, Mr. Golomb was twice recognized with the Distinguished Service Award and is a three-time recipient of the Weidemann-Wysocki Association's Medal of Honor. He was also awarded the Citation of Excellence by the American Association for Justice for his pro bono service in representing families victimized by the events of Sept. 11, 2001 and was a finalist in AAJ's Trial Lawyer of the Year.

Mr. Golomb was honored by the Pennsylvania Association for Justice with the Distinguished Service Award in 2010 for a career advocating for the rights of innocent victims and the lawyers who represent them. He has also served as a trustee of the Civil Justice Foundation, a fellow of the Roscoe Pound institute, as the American Association for Justice's delegate to the Civil Justice Roundtable.

Additionally, Mr. Golomb served as an elected member of the Board of Governors of the Philadelphia Bar Association and as the chairman of that body's state Civil Committee. He served two terms as a hearing officer for the Pennsylvania Supreme Court Disciplinary Board and was a member of the Judicial Selection and Retention Committee for five years.

Mr. Golomb is a frequent lecturer and author who addresses trial advocacy subjects for the plaintiffs' and defense bar in areas such as expert witness preparation, evidence, cross-examination and ethics.

Mr. Golomb is a fellow, member or is listed in the following:

- International Academy of Trial Lawyers
- International Society of Barristers
- Academy of Trial Advocacy
- American Association of Justice Leaders Forum
- Best Lawyers in America
- Super Lawyers, Philadelphia Top 100

KENNETH J. GRUNFELD

Ken joined the firm in January 2010 after many years defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working at one of Philadelphia's largest and most prestigious defense firms. As a result he brings with him a unique perspective and a wealth of trial and appellate work experience in both state and federal courts. In January 2012, Mr. Grunfeld became a partner.

Today his practice focuses on representing consumers and payors in class actions against pharmaceutical manufacturers, financial institutions like banks, credits card companies and insurers, consumer electronics companies and other national corporate defendants. He also represents injured people, shareholders, State Attorneys General and the U.S. Attorney General's Office. He has been named by Super Lawyers as a Pennsylvania Rising Star and as a Super Lawyer numerous times throughout his career and was a named as a Finalist for American Association for Justice's prestigious Trial Lawyer of the Year Award in 2012. He is a Board Member of the Class Action Law Group of AAJ and serves as a hearing officer for the Pennsylvania Supreme Court Disciplinary Board.

Mr. Grunfeld graduated from The University of Michigan and received his law degree with honors from the Villanova University Law School Order of the Coif and as a member of the Villanova Law Review. He is licensed to practice in Pennsylvania, New Jersey and Michigan and has been admitted to practice *pro hac vice* in dozens of other jurisdictions.

ANDREW R. SPIRT

Andrew R. Spirt joined the firm in 2005 and has handled a wide variety of personal injury and civil matters during his tenure. In January 2013, Mr. Spirt became a partner of the firm.

Through more than 20 years of practice, Mr. Spirt has successfully secured substantial settlements and jury verdicts in Pennsylvania and New Jersey in cases involving medical negligence, motor vehicle accidents and premises liability. Prior to joining the firm, he practiced for many years in the Philadelphia area where he handled catastrophic personal injury litigation, as well as a wide variety of complex commercial litigation cases.

Mr. Spirt graduated from American University in 1990 and Texas Wesleyan School of Law in 1994. He is licensed to practice in PA and NJ and, is a member of the Philadelphia Trial Lawyers Association.

ASSOCIATE PROFILES

KEVIN FAY

Kevin Fay is an attorney with Golomb Spirt Grunfeld. Mr. Fay returned to the firm in October 2021 after several years defending insurance companies and other corporate clients as a partner handling complex litigation matters for one of Philadelphia's leading defense firms. Prior to beginning his litigation career, Mr. Fay practiced corporate transaction law as well as business and family immigration law. He represented a range of foreign and domestic clients that did business in a wide variety of industries. Mr. Fay's career trajectory thus gives him a broad perspective when he investigates cases on behalf of victims who have been injured by corporate negligence and wrongdoing.

Mr. Fay has extensive experience in pre-trial, trial, and appellate work in both state and federal courts involving a wide variety of subject areas, including class actions, catastrophic injuries, breach of contract, consumer protection, and medical malpractice matters. He has represented clients in a diversity of cases involving defective products, dangerous drugs, food poisoning, car accidents, banking fraud, credit card fraud, racketeering, trademark infringement and medical monitoring, to name a few. Mr. Fay is a born problem-solver who carefully analyzes the specific issues while also mastering the whole problem, so that his work is firmly grounded in context and precedent. A former valedictorian, Mr. Fay graduated summa cum laude from New England Law – Boston in 2007 and he received his undergraduate degree from Boston College in 2000. He is admitted to practice in Pennsylvania, New Jersey, and Massachusetts and has been admitted *pro hac vice* in numerous other jurisdictions.

SUPPORT STAFF

While our clients always get hands-on attention from our attorneys. At Golomb Spirt Grunfeld, we understand that it takes a motivated and cohesive team to manage complex cases. Our support staff is comprised of law clerks, paralegals and secretaries that have more than 20 years of legal experience specializing in the areas of class action, mass tort, personal injury and medical malpractice litigation

CASE HIGHLIGHTS

Golomb Spirt Grunfeld has a well-earned reputation for litigating some of the most complex mass tort, class action and individual cases in the United States.

CLASS ACTION & ATTORNEY GENERAL EXPERIENCE

CREDIT CARD PAYMENT PROTECTION

Golomb Spirt Grunfeld led a collaboration of firms bringing dozens of class action complaints filed in federal courts across the country against credit card companies regarding “Payment Protection Plans”, an add-on product of virtually no value wrongfully marketed and sold to unsuspecting credit card holders. Golomb Spirt Grunfeld also served as Deputy Attorney General to a number of state’s Attorneys General bringing actions on behalf of their citizens against credit card companies regarding Payment Protection and other protection-type products. Nationwide settlements have been reached in actions arising out of their deceptive conduct in the marketing and sales practices, which have resulted in over \$200 million in settlements for class members and States combined.

REWARD POINTS CLASS ACTION

Golomb Spirt Grunfeld has successfully settled a nationwide class action against a major credit card issuing bank regarding its wrongful practice of closing customers’ accounts and taking their earned rewards points without providing any compensation for those points. Credit card companies that advertise reward points as assets having real value that do not expire cannot claim that those reward points have been “forfeited” after the company decides to terminate a customers’ account for any reason, or for no reason at all. Lawyers at Golomb Spirt Grunfeld were able to negotiate a class-wide settlement such that these customers would be compensated for the reward points taken from them.

INMATE DEBIT CARD CLASS ACTION

Golomb Spirt Grunfeld represents multiple classes of federal inmate releasees against leading banks that issue debit cards on which the releasees were forced to receive their funds upon release. The debit cards were subject to a variety of inadequately disclosed or excessive fees, which cost releasees hundreds of thousands of dollars simply to access their own money. Golomb Spirt Grunfeld successfully negotiated class-wide settlements on behalf of all releasees that resulted in complete refunds of all fees that had been unfairly levied from releasees’ debit card accounts in the United States.

ANGIE’S LIST CLASS ACTION

Golomb Spirt Grunfeld successfully settled a nationwide class action on behalf of consumers who were paying members of Angie’s List, a company that permits members to read and publish online reviews and ratings of local businesses and contractors. Angie’s List claimed that “businesses don’t pay” to be on Angie’s List, without adequately disclosing that businesses pay substantial sums which could affect search results. Golomb Spirt Grunfeld negotiated a nationwide settlement that resulted in monetary relief, free membership benefits, and disclosure changes.

DISABILITY INSURANCE CLASS ACTION

Golomb Spirt Grunfeld brought a number of class action complaints filed in over a dozen federal courts across the country against a collection of insurers, brokers and underwriters that offered a group disability accident insurance product that virtually never paid benefits. Plaintiffs' alleged that the product was "jackpot" insurance framed as legitimate disability insurance that never was, and never could have been, approved by various states' Departments of Insurance, because the defendants were selling the product to an illegally formed group that they themselves created. After years of hard fought litigation, Golomb Spirt Grunfeld, the Defendants agreed to pay \$15 Million to settle the matter.

BANK OVERDRAFT LITIGATION

Golomb Spirt Grunfeld has brought a number of class action complaints filed in state and federal courts against state and national banks that have wrongfully employed unfair and illegal business practices in charging overdraft fees to dramatically increase the likelihood customers using debit, ATM, or check cards will overdraw their accounts and be assessed fees. We are also proud to serve on the Plaintiffs' Executive Committee in *In Re: Checking Account Overdraft Litigation, MDL No. 2036*, a coordinated, nationwide effort to bring to these banks to justice on behalf of millions of Americans that have paid billions of dollars in overdraft fees to banks. In the first overdraft case litigated, a judge ordered Wells Fargo to pay over \$200 million to a class of injured California bank customers. Bank of America alone has agreed to settle with a nationwide class of plaintiffs for \$410 million, and the total recovery for consumers in the MDL is now over \$1 billion.

FEDERAL EXPRESS CLASS ACTION

Golomb Spirt Grunfeld sued Federal Express in the United States District Court for the Middle District of Florida on behalf of over 200 truckers over wrongfully-terminated hauling contracts. Despite an express clause in the contracts, Federal Express failed to provide the truckers with proper notice of termination.

TAX PREPARATION LITIGATION

Golomb Spirt Grunfeld has brought multiple class action cases against national tax preparation companies regarding their marketing and selling of various illegal products. Often these products are sold in direct violation of a number of states' laws specifically enacted to regulate this type of practice and to protect the rights of taxpayers. These cases resulted in a favorable nationwide settlement on behalf of the Class.

TAKATA AIRBAG RECALL

Golomb Spirt Grunfeld is part of a nationwide team that has successfully settled cases involving the largest automotive recall in history in class actions involving defective Takata airbags found in millions of vehicles manufactured by Honda, BMW, Chrysler, Daimler Trucks, Ford, General Motors, Mazda, Mitsubishi, Nissan, Subaru, and Toyota. Lawyers at Golomb Spirt Grunfeld represented car owners that have been compensated as a result of the defective Takata airbags found in their vehicles.

PROPERTY AND LIFE INSURANCE FRAUD

Golomb Spirt Grunfeld have brought class actions against property and life insurance companies nationwide regarding premium increases and failure to provide coverage under clear policy terms. As a result of our efforts, tens of thousands of insureds have recovered money for damages they have suffered at the hands of their own insurance carriers.

EMPLOYMENT LAW

We handle employment cases on a class-wide basis. Situations that may be addressed in this area include minimum wage and overtime pay, unfair labor practices, all types of discrimination, employee benefits, and whistleblower claims. We also handle cases involving the violation of the Fair Labor Standards Act (FLSA). FLSA cases are brought on behalf of clients whose job title is misclassified by their employers so that employees are not compensated for overtime worked.

SALES TAX OVERCHARGE

Merchants are under strict duties to correctly charge sales tax to their customers. Golomb Spirt Grunfeld has successfully litigated class actions against retail merchants for charging too much sales tax on coupon or discounted items. These cases are evident on the customers' receipts. Merchants may be liable to customers for hundreds of thousands of dollars of overcharged sales tax regardless of whether the money is remitted to appropriate taxing authorities.

DATA BREACH AND PRIVACY CASES

Data breach lawsuits are highly public and result in significant losses to individuals. Lawyers at Golomb Spirt Grunfeld have extensive experience working on privacy and data breach cases on behalf of various plaintiff classes. The firm has served as lead class counsel on behalf of customers whose personally identifiable information has been stolen as well as on behalf of financial institutions that suffered losses as a result of merchants' failures to adequately safeguard customers' information. The firm has also brought actions against technology companies for violating federal and state laws prohibiting wiretapping.

TCPA JUNK FAX CASES

Our firm has experience helping clients defend themselves against junk faxers. In seeking to put an end to spammers disrupting the lives of individuals and small businesses, we aggressively litigate in the field of Telephone Consumer Protection Act (TCPA) law. We also bring cases involving robocalls and spam texts.

MERCHANT PAYMENT PROCESSING

Golomb Spirt Grunfeld have brought class actions against companies that offer payment processing services to small and mid-sized businesses. These companies provide hardware and software that allows small and mid-sized businesses to accept payment cards from customers. Payment processors, equipment leasers and independent sales organizations (ISOs) employ aggressive, misleading and often illegal sales techniques to convince businesses to process payment card transactions on their network.

PREDATORY OR ILLEGAL LENDING PRACTICES

Predatory lending is the practice of convincing borrowers to agree to unfair and abusive loan terms. These can include arranging for loans with very high interest rates or other loan costs, inflated appraisal values and loan amounts, hidden charges and fees, and other unfair or deceptive terms or conditions that result in the consumer paying too much for a loan, losing equity in the property, or losing the property itself. Golomb Spirt Grunfeld have successfully litigated class actions against lenders that engage in various illegal schemes.

ANTITRUST / UNFAIR COMPETITION

We handle claims involving violations of federal and state antitrust/competition laws. We are currently involved in cases alleging a wide array of anticompetitive conduct, including illegal tying, exclusive dealing, monopolization, and price fixing.

PRESQUE ISLE COLON AND RECTAL SURGERY V. HIGHMARK HEALTH

Golomb Spirt Grunfeld served as lead counsel for a class of independent healthcare providers and practices who were unfairly subjected to predatory, anticompetitive reimbursements from and other conduct by Highmark Health, the largest health insurer in Western Pennsylvania. After two years of extensive briefing and litigation, Golomb Spirt Grunfeld successfully negotiated a class-wide settlement for monetary and non-monetary relief.

MISLABELING / FALSE ADVERTISING

The Lanham Act permits businesses to sue other businesses that engage in false advertising and other forms of unfair competition. Golomb Spirt Grunfeld represented a spring water extractor in a federal lawsuit against his direct and indirect competitors who are alleged to mislabel and pass-off well water as true spring water.

RETAIL ADVERTISING/PRICING

Brick-and-mortar as well as internet retailers sometimes entice consumers with advertisements or pricing offers, but then do not honor those ads or offers later. Golomb Spirt Grunfeld has successfully represented many individual consumers in class action lawsuits against large, national retailers for unfair and deceptive advertising and pricing.

1-800 CONTACTS

A government investigation revealed that 1-800 Contacts, the nation's leading supplier of contact lenses, wrongfully suppressed competition by forcing competitors to restrict their online advertising so that consumers were more likely to go on to 1-800 Contacts' webpage to buy contact lenses than competitors' webpages. A series of nationwide class actions challenge this conduct under the federal antitrust laws, and analogous state laws. Golomb Spirt Grunfeld serves on the Plaintiffs' Steering Committee in this multi-lawsuit action consolidated in the United States District Court for the District of Utah.

ENERGY SUPPLY LITIGATION

Golomb Spirt Grunfeld has successfully brought multiple class action cases against electricity or natural gas suppliers who engage in fraudulent advertising, pricing, and other practices that unfairly increase customers' energy bills or fees.

**STERLING FINANCIAL CORPORATION SECURITIES
CLASS ACTION**

Golomb Spirt Grunfeld facilitated settlement of a multimillion dollar matter on behalf of thousands of investors who were injured as a result of alleged violations of federal law. The United States District Court for the Eastern District of Pennsylvania created a \$10.25 million settlement fund for the benefit of those investors who acquired stock at allegedly inflated prices. It was estimated that \$13.5 million shares were damaged as a result of fraud.

RICO CLASS ACTIONS – NATIONAL VOCATIONAL TRAINING SCHOOL

Golomb Spirt Grunfeld represented current and former students who sued a national vocational school, alleging that they had been fraudulently misled as to the education they would receive. Golomb Spirt Grunfeld served as co-lead counsel in this groundbreaking consumer class action in which plaintiffs and absent national class members sought education from a publicly traded corporation in the field of diagnostic medical sonography. Golomb Spirt Grunfeld succeeded in demonstrating the chain of schools fraudulently misrepresented the nature of the ultrasound program and otherwise failed to provide the education represented. Students received federally guaranteed student loans but were largely unable to obtain promised jobs in their area of study. The school had no meaningful admissions criteria and often hired unqualified administrative and educational personnel. Field placements did not materialize, and students were unprepared to take qualifying exams. Students were stuck with loan repayments for which they received little or nothing in return. In approving certification of the class, and later the class settlement, the United States District Court said of counsel representing plaintiffs that “[t]he skill of each of these attorneys is reflected both in settlement and in the aggressive manner in which they pursued this litigation from start to finish.” *Cullen*, 197 F.R.D. at 149. The Court noted in conclusion, “the highly skilled class counsel provided excellent representation both for named plaintiffs and absent class members.” *Id.* The class settlement of \$7.3 million was the largest common fund of its kind.

PHARMACEUTICAL EXPERIENCE

Golomb Spirt Grunfeld serves in leadership positions in several Multidistrict Litigation (MDL) cases and is instrumental in coordinating matters while representing individuals in pharmaceutical cases. Our Pharmaceutical Litigation experience includes:

TALCUM-BASED PRODUCTS MASS TORT LITIGATION

Golomb Spirt Grunfeld represents women across the country who have been diagnosed with ovarian cancer caused by their long-term use of talcum powder for feminine hygiene. Since the 1980's, studies have showed a positive relationship between talcum powder and ovarian cancer. Evidence presented in court has shown that the maker of popular talc-based powders knew of the risk of ovarian cancer, but failed to warn women using these products. Golomb Spirt Grunfeld is at the forefront of this important litigation and has been appointed to the Plaintiffs' Executive Committee in this multidistrict litigation pending the United States District Court of New Jersey and serves as co-lead counsel in the State Court litigation pending in New Jersey.

BENICAR LITIGATION

Golomb Spirt Grunfeld currently represents individuals who suffered severe gastrointestinal problems, including chronic diarrhea, nausea, significant weight loss and a rare condition called Sprue-Like Enteropathy, from their use of Benicar, a blood pressure medication. Plaintiffs have alleged that the manufacturer knew or should have known of the risk of gastrointestinal problems, but the company failed to warn patients of the risks. In this multidistrict litigation, which is currently pending in the United States District Court for the District of New Jersey, Mr. Golomb was appointed by the Court as Liaison Counsel and is an Executive Committee member for the Plaintiffs.

MENINGITIS MASS TORT LITIGATION

In October 2012, a wide-spread outbreak of fungal meningitis made national headlines. The meningitis outbreak was traced to several lots of contaminated steroid injections produced at an unsterile compounding pharmacy in Framingham, Massachusetts. As a result, more than 70 people died and more than 700 individuals were diagnosed with fungal meningitis. Golomb Spirt Grunfeld took an active role in the litigation against the New England Compounding Center and other related entities. Mr. Golomb was appointed as Chair of the New Jersey Litigation by the Plaintiffs' Executive Committee. In addition, the firm served as co-chair of the American Association of Justice's Fungal Meningitis Litigation Group, which coordinates the efforts of lawyers handling these complex cases. In May 2015, a \$200 million settlement plan was approved that set aside funds for victims of the outbreak and their families.

TESTOSTERONE REPLACEMENT THERAPY (LOW T) LITIGATION

Golomb Spirt Grunfeld represents men from over a dozen different states who suffered a cardiac event while taking a testosterone replacement drug. These drugs were falsely billed as a panacea for "Low T," a fictitious disease state concocted by the drug manufacturers. Each defendant manufacturer in this multidistrict litigation in the United States District Court for the Northern District of Illinois recently settled on a nationwide basis.

GRANUFLO MASS TORT LITIGATION

Golomb Spirt Grunfeld represented families throughout the United States whose loved ones suffered catastrophic heart injuries during or soon after receiving dialysis. Dialysis patients who were administered Granuflo and/or Naturalyte (dialysate solution used to filter toxins from the blood), manufactured by Fresenius Medical Care, faced a serious risk of sudden cardiac arrest due to Fresenius' failure to provide adequate warnings with their products. Golomb Spirt Grunfeld served on the Plaintiffs' Steering Committee in the MDL. Recently, Fresenius entered into a \$250 million settlement to resolve the litigation.

ADDERALL CLASS ACTION

Golomb Spirt Grunfeld served as co-lead counsel on behalf of classes of indirect-purchaser consumers who were overcharged for Adderall XR®, a prescription ADHD medication. The manufacturer of Adderall XR® entered into multiple anticompetitive agreements to delay entry of generic versions of its drug, which resulted in consumers paying higher prices for the branded medication than they would have paid had a generic version been available in the market. Multiple cases were filed across the country, and after years of hard-fought litigation, the matter was settled on a global, nationwide basis for \$14.75 million.

BUDEPRION XL MARKETING & SALES PRACTICE LITIGATION

Golomb Spirt Grunfeld brought a number of class action complaints filed in federal courts against the manufacturer and distributor of a generic version of a popular antidepressant medication under the Consumer Protection Laws of California and other states. We also serve as liaison counsel in an MDL proceeding in the United States District Court for the Eastern District of Pennsylvania. After United States District Judge Berle Schiller denied defendants' Motion to Dismiss based on the preemption defense and after plaintiffs fully briefed class certification, the parties reached a favorable settlement on behalf of the proposed class.

VALSARTAN LITIGATION

In the summer of 2018, the FDA announced the first of a series of recalls for valsartan, a common generic drug used to treat high blood pressure. The FDA's investigation has revealed valsartan manufactured by multiple companies was contaminated with one or more nitrosamines, which are established carcinogens. Evidence suggests this nitrosamine contamination may be linked to liver, stomach, colon, and other cancers. Our firm has been appointed by the Court to leadership positions in this multidistrict litigation pending in the United States District Court of New Jersey.

INTUNIV ANTITRUST LITIGATION

Our firm serves as co-counsel on behalf of consumers nationwide who were overcharged for Intuniv®, a medication prescribed to minors to treat attention deficit hyperactivity disorder (ADHD). The manufacturer of Intuniv® unfairly delayed entry of cheaper generic versions of the drug by entering into an anticompetitive agreement with the lead generic manufacturer. As a result, consumers paid far more for Intuniv® than they would have had a generic version been available earlier.

ENVIRONMENTAL & TOXIC EXPOSURE LITIGATION

From its inception, Golomb Spirt Grunfeld has represented a broad range of individuals, and classes of individuals and communities, in environmental and toxic exposure cases:

BERYLLIUM

Golomb Spirt Grunfeld has been a national leader in representing hundreds of individuals and communities exposed environmentally and occupationally to the toxin beryllium. Respiratory exposure causes an incurable granulomatous disease of the lung and produces disability and death. From out plant environmental exposures, to individual machinists grinding metallic and ceramic forms of the toxin, Golomb Spirt Grunfeld has successfully represented victims in Pennsylvania, New Jersey, Maryland, Georgia, Florida and Mississippi.

SULFUR DIOXIDE/TRIOXIDE

Individual and class action litigation in the state courts of Pennsylvania, as well as Federal Bankruptcy Court, on behalf of oil refinery workers exposed to SO₂/3 with chronic Reactive Airways Disease.

DRINKING WATER

MTBE/Storage Tank & Spill Prevention Act litigation in the United States District Court for the Eastern District of Pennsylvania on behalf of a community of landowners suffering well water contamination.

LEAD PAINT

Golomb Spirt Grunfeld has represented dozens of lead poisoned children in Philadelphia as the result of lead-based paint in substandard housing. In addition, Golomb Spirt Grunfeld served on the Plaintiffs' Executive Committee of the Mattel Lead Paint Class Action which resulted in an approved class settlement exceeding 50 million dollars.

ADDITIONALLY, GOLOMB SPIRT GRUNFELD HAS RECEIVED MORE THAN 100 VERDICTS OR SETTLEMENTS IN EXCESS OF \$1 MILLION FOR OUR CLIENTS IN INDIVIDUAL CASES

GOLOMB SPIRT GRUNFELD, PC

By: Kenneth J. Grunfeld, Esq. (Atty. ID: 026091999)
Kevin W. Fay, Esq. (Atty. ID: 005692010)
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Philadelphia, PA 19103
(215) 985-9177
Attorneys for Plaintiff and the Class

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**[PROPOSED] ORDER FOR FINAL
APPROVAL OF THE CLASS ACTION
SETTLEMENT AND FOR PAYMENT OF
ATTORNEYS' FEES AND LITIGATION
COSTS AND EXPENSES AND A
SERVICE AWARD**

THIS MATTER having been brought before the Court on Motion for Final Approval of the Class Action Settlement, filed by Plaintiff’s Counsel, and the Court having (1) reviewed and considered the submissions of the parties in connection with the preliminary and final approval of settlement; (2) reviewed any and all properly and timely filed objections and comments to the settlement and the parties responses to such objections and comments; and (3) having held a hearing on _____, 2023 at which time the Court heard and considered the arguments, comments and evidence submitted by all parties who entered appearances in this matter, having found that the named Plaintiff is entitled to the relief he seeks, and for good cause shown:

IT IS ON THIS ___ DAY OF _____, 2023 ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;

2. With respect to the Settlement Class, the Court finds and concludes, for settlement purposes only, that (a) members of the Settlement Class are so numerous as to make joinder impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual Settlement Class Members; (c) Named Plaintiff's claims and the defenses thereto are typical of the claims of Settlement Class members and the defenses thereto; (d) Named Plaintiff and his counsel can protect and have fairly and adequately protected the interests of the Settlement Class Members in this matter; and (e) a class action is superior to all other available methods for fairly and efficiently resolving this matter and provides substantial benefits to the Settlement Class Members and the Court. The Court therefore determines that this Litigation was properly certified as a class action pursuant to R. 4:32-1(b), consisting of the Settlement Class, because, for purposes of this settlement, the Settlement Class meets the standards recited in Rules Governing the Courts of the State of New Jersey, Rule 4:32-1, et seq., as applicable, and finally certifies the Settlement Class for settlement purposes.

3. The Court further finds that the Settlement Agreement was arrived at after extensive arm's length negotiations conducted in good faith by counsel for the parties in this action and is supported by the vast majority of the members of the Settlement Class.

4. The Settlement set forth in the Settlement Agreement is fair, reasonable, and adequate in light of the complexity, expense and duration of this litigation, and the risks inherent and involved in establishing liability and damages and in maintaining the class action through trial and appeal, and any timely and valid objections thereto are hereby overruled. This litigation presents novel, difficult and complex issues as to liability and the relief afforded to members of the Settlement Class as to which there are substantial grounds for difference of opinion. The settlement is also fair, reasonable and adequate when weighing the benefits afforded to the

Settlement Class against the expense and length of time necessary to prosecute these proceedings through trial, the uncertainties of the outcome of the proceedings, and the fact that resolution of the class claims, whenever and however determined, would likely be submitted for appellate review. In addition, there have been extensive arm's length negotiations between counsel for the parties in this litigation and the exchange of detailed information about the claims alleged in the Litigation. The promises and commitments of the parties under the terms of the Settlement Agreement, including payments to the Class Members, thus constitute fair value given in exchange for the releases of the Released Claims against the Released Party in light of such factors and the information in the parties' possession at the time the settlement was negotiated and agreed to by the parties.

5. The Court finds that the manner and content of the Notice as specified in detail in the Settlement Agreement (i) constituted the best notice practicable; (ii) constituted notice that was reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of the Litigation, of their right to appear at the Final Approval Hearing and their right to seek monetary 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 or requirement. Full and fair opportunity has been afforded to the members of the Settlement Class to be heard and to participate in the Final Approval Hearing.

6. The Court finds that the parties have complied with their respective obligations as set forth in the Preliminary Approval Order entered by this Court on March 8, 2023.

7. The Court finds the parties and each Settlement Class Member have submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement, permitting the Court to retain continuing jurisdiction over this action to

ensure the terms of this settlement are fully effectuated. The Court further finds it is in the best interests of the parties and the Settlement Class Members, and consistent with principles of judicial economy, that any dispute between any Settlement Class member (except for any dispute as to whether any person is a Settlement Class Member, which dispute shall be presented to the Settlement Administrator pursuant to the terms of the Settlement Agreement) and the Released Party that in any way relates to the applicability or scope of the Settlement Agreement, or of this Final Approval Order should be presented exclusively to this Court for resolution by this Court.

Based upon the foregoing findings of fact and conclusions of law, which are based upon and supported by the substantial evidence presented by the parties hereto and members of the Settlement Class, all of which the Court has considered and is in the record before the Court **IT IS ORDERED** as follows:

A. The motion for final approval and all the terms set forth in the Settlement Agreement is **GRANTED**, and the Court hereby overrules all objections, as either untimely, not in accordance with the Court's previous order or on their merits.

B. Because the Court determines that the Litigation satisfies the prerequisites for class certification pursuant to R. 4:32-1(b)(1)(A), and/or other laws as applicable, the Court reaffirms its ruling in the Preliminary Approval Order as to the propriety of class certification for settlement purposes and finally certifies a Settlement Class as defined in the Preliminary Approval Order and Agreement as:

All individuals residing in the United States whose PII was potentially compromised as a result of the Data Breach Incident.

C. The Court confirms its appointment of

Kenneth J. Grunfeld, Esq.
Kevin W. Fay, Esq.
GOLOMB SPIRT GRUNFELD, PC

1835 Market Street, Suite 2900
Philadelphia, PA 19103

as Class Counsel and finds Class Counsel and the named Plaintiff adequate representatives of the Settlement Class.

D. In light of the factors set forth above and based on the submissions received by the Court in connection with both preliminary and final approval of this settlement, the Court grants final approval to the Settlement Agreement and settlement as being fair, reasonable and adequate as to all parties and consistent with and in compliance with all requirements of Due Process and applicable law, as to and in the best interests of all parties and directs the parties and their counsel to implement and consummate the Settlement Agreement in accordance with its terms and provisions.

E. The proposed method for providing relief to Settlement Class Members, as set forth in the Agreement, is finally approved as fair, reasonable, adequate, just, and in the best interests of the Settlement Class, and the parties are hereby ordered to provide and comply with the relief described in the Agreement in accordance with its terms.

F. The Court hereby awards attorneys' fees and costs in the total amount of \$183,333.33, which represents one-third of the maximum total settlement compensation, which the Court finds to be fair and reasonable.

G. The Court hereby awards Plaintiff Victor Mateo a service award in the amount of \$1,500.00 to be paid consistent with the Settlement Agreement.

H. By Operation of this Final Order, effective as of the Effective Date, and in consideration of the Settlement Agreement and the benefits extended to the Settlement Class, the named Plaintiff, Victor Mateo, for himself, his executors, administrators, successors and assigns and the Settlement Class Members, for themselves, their heirs, executors, administrators,

successors and assigns, do or by operation of this Final Order are deemed to have fully released Defendant and “Released Parties” as defined in the parties’ Settlement Agreement from the Released Claims, which will forever discharge Defendant and the Released Parties of and from any liability arising in whole or in part from the Released Claims as defined in the Settlement Agreement.

I. The Agreement and the settlement provided for herein and any proceedings taken pursuant thereto are not and cannot be offered or received as evidence of, a presumption, concession or an admission of liability or a defect or any misrepresentation or omission in any statement or written document approved or made by Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial.

J. The Court hereby authorizes the parties, without further written approval from the Court, to adopt such amendments, modifications and expansions of the Settlement Agreement as (i) shall be consistent in all material respects with this Final Approval Order and (ii) do not limit the rights of the parties or Settlement Class Members.

K. Without affecting the finality of the present Order, the Court retains continuing jurisdiction over this Settlement and this Litigation, including the administration, consummation, and enforcement of the Settlement Agreement, and the provision of benefits to the Settlement Class Members. This Court also retains jurisdiction over the parties, the Released Parties, and each member of the Settlement Class who are deemed to have submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of or relating to this Final Approval Order and Judgment or the enforcement of the terms of the Settlement Agreement.

L. The Court hereby orders the Clerk of the Court to enter forthwith a Dismissal of the Complaint in this litigation with prejudice and without costs, except as provided for under the terms of the Settlement Agreement and in this Order.

IT IS SO ORDERED.

The Honorable Robert M. Vinci, J.S.C.

Unopposed

Opposed

