

Exhibit A

matters:

FACTUAL ALLEGATIONS

1. Facebook is the largest social networking website service in the United States with a website address found at <http://www.facebook.com>.
2. Facebook is a social networking website that allows users to share personally identifiable information, other information, and communications with other users and/or the public.
3. Users must first join Facebook by registering and agreeing to Facebook's Terms and Privacy Policies, before they are able to post and share personal information on Facebook's website. Once registered, users may post personal information, including but not limited to, name, address, phone number, email, gender, relationships, photographs, videos, and interests.
4. Once registered, users can participate in thousands of interactive Facebook authorized Applications which are pieces of software that let Facebook's users play games or share common interests with one another (hereafter "Applications" or "Apps"), such as Zynga's Game Network Inc's FarmVille.
5. Facebook promises in its "Statement of Rights and Responsibilities" (hereafter "Terms") and in its Privacy Policies not to share users' information with or send personally identifiable information to third-party advertisers and internet tracking companies. However, despite these promises, Facebook shares such information.
6. Section 10 of Facebook's Terms referred to as "About Advertisements on Facebook" states that "We do not give your content or information to advertisers without your consent."¹
7. Section 5 of Facebook's Privacy Policy referred to as, "How We Use Your

¹ <<http://www.facebook.com/terms.php>> (last visited on October 18, 2010)

Information,” states, “We don’t share your information with advertisers without your consent.”²

8. The advertisers section of Facebook’s “Privacy Controls,” states, “We never share personal information with our advertisers... Facebook’s ad targeting is done entirely anonymously... Advertisers only receive anonymous data reports.”³

9. Barry Schnitt, a director on Facebook’s communication and public policy team, wrote in The Facebook Blog, dated April 5, 2010, “We don’t share your information with advertisers unless you tell us to... Any assertion to the contrary is false. Period...we never provide the advertiser any names or other information about the people who are shown, or even who click on, the ads.”⁴

10. Despite all of the above contractual provisions and representations that Facebook does not share information with third-party advertisers, Facebook, in violation of its own agreement and privacy policies, shared its users personal information with the third-party advertisers and internet tracking companies.

11. As a result when Facebook users interact with Facebook’s authorized Applications, third-party advertisers and internet tracking companies can determine the identity of the users and much more personal information from the users’ profiles, all in violation of Facebook’s Terms and Privacy Policies.

12. On October 18, 2010 the Wall Street Journal published an article entitled, “Facebook in Privacy Breach,” by Emily Steel and Geoffrey A. Fowler.⁵ The Wall Street Journal article discusses the Journal’s investigation into the transmitting of Facebook users’

² <<http://www.facebook.com/#!/policy.php>> (last visited on October 18, 2010)

³ <<http://www.facebook.com/privacy/explanation.php>> (last visited on October 18, 2010)

⁴ <<http://blog.facebook.com/blog.php?post=379388037130>> (last visited on June 16, 2010)

⁵ <http://online.wsj.com/article/SB10001424052702304772804575558484075236968.html?mod=what_they_know> (last visited on October 18, 2010)

identifying information. On information and belief millions of Facebook users in the United States who regularly interact with Facebook's authorized Apps have had their personal information shared with third-party advertisers and internet tracking companies.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332 (a) and 1332 (d), because the amount in controversy exceeds \$5,000,000.00 exclusive of interests and costs, and more than two-thirds of the members of the putative classes are citizens of states different from that of Defendant.

14. Venue for this action properly lies in this District pursuant to 28 U.S.C. § 1391 as the named Plaintiff resides in this District and Defendant has engaged in the business in this District.

PARTIES

15. Plaintiff, Wendy Marfeo, is an individual who resides in North Providence, Rhode Island and is a user of Facebook's social networking website service and has clicked on at least one third-party advertisement appearing on Facebook's website and has interacted with Facebook's authorized Apps, including Zynga Game Network Inc's Farmville, on Facebook's website.

16. Defendant, Facebook, is a Delaware corporation headquartered at Palo Alto, California and does business in the State of Rhode Island and throughout the United States.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action on behalf of herself and two Classes of all other persons similarly situated pursuant to Fed. R. Civ. P. 23 as defined as follows:

Class I: All Facebook users, who reside in the United States, who interacted with Facebook's authorized Applications on

Facebook's social networking website, and, as a result of such interactions had their user's ID transmitted to third-party advertisers and/or internet tracking companies.

Class II: All Facebook users, who reside in the United States, whose user ID was embedded in the URL Referer Header, and who clicked on a third-party advertisement displayed on Facebook's social networking website, anytime on or before May 21, 2010.

18. Excluded from the Classes are Defendant; any parent, subsidiary, or affiliate of Defendant or any employees, officers, or directors of Defendant; legal representatives, successors, or assigns of Defendant; and any justice, judge or magistrate judge of the United States who may hear the case, and all persons related to any such judicial officer, as defined in 28 U.S.C. § 455(b).

19. **Numerosity.** The Classes are so numerous and dispersed nationwide that joinder of all members is impracticable. Upon information and belief, members of each Class number in the hundreds of thousands, if not millions. The exact number of Class members of each Class is unknown, but can be determined from Defendant's computerized and other records. Plaintiff reasonably estimates and believes that there are thousands of persons in each of the Classes.

20. **Commonality.** There are numerous and substantial questions of law and fact that are common to all members of the Classes, which questions predominate over any question affecting only individual Class members. The members of the Classes were and continue to be subjected to the same practices of the Defendant. The common questions and principal common issues raised by Plaintiff's claims include: whether Defendant shared Plaintiff and the Class' personal information with third-party advertisers and internet tracking companies; whether Plaintiff consented to Defendant's sharing of Plaintiff's personal information with third-party advertisers and internet tracking companies; whether Defendant violated its own Terms and Privacy Policies by sharing of Plaintiff's personal information with third-party advertisers and

internet tracking companies; whether Plaintiff and the Classes have been damaged as a result of the Defendant's alleged violations as alleged herein; and if so the appropriate relief for Defendant's violations; whether Defendant has violated the SCA and if so the appropriate measure of damages and remedies against Defendant for any violations of the SCA; whether Defendant breached its contracts and if so the appropriate measure of damages and remedies against Defendant for such breach; whether Defendant breached the covenant of good faith and fair dealing and if so the appropriate measure of damages and remedies against Defendant for such breach; whether Defendant has been unjustly enriched as a result of its unlawful conduct, and if so whether Defendant should disgorge inequitably obtained money that it has been unjustly enriched by; and, the nature and extent of any other remedies, and injunctive relief, to which Plaintiff and the Classes are entitled.

21. **Typicality.** Plaintiff's claims are typical of the claims of all of the other members of each Class, because her claims are based on the same legal and remedial theories as the claims of the Classes and arise from the same course of conduct by Defendant.

22. **Adequacy.** Plaintiff will fairly and adequately protect the interest of all members of each class in the prosecution of this Action and in the administration of all matters relating to the claims stated herein. Plaintiff is similarly situated with, and has suffered similar injuries as, the members of each Class she seeks to represent. Plaintiff has retained counsel experienced in handling class action lawsuits. Neither Plaintiff nor her counsel has any interest which might cause them not to vigorously pursue this action.

23. **Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of the controversy, since individual joinder of the Classes is impracticable. Even if individual Class members were able to afford individual litigation, it would be unduly

burdensome to the Courts in which the individual litigation would proceed. Defendant has subjected the Classes to the same violations as referenced herein. Accordingly, class certification is appropriate under Rule 23 because common issues of law and fact regarding Defendant's uniform violations predominate over individual issues, and class certification is a superior method of resolving these claims. No unusual difficulties are likely to be encountered in the management of this action as a class action. The Defendant has acted and continues to act in a manner that is generally applicable to all members of the Classes making final injunctive relief appropriate.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Stored Communications Act, 18 U.S.C. § 2701 *et seq.*)

24. Plaintiff, on behalf of herself and the Classes, hereby incorporates by reference the allegations contained in all of the preceding paragraphs of this complaint.

25. Defendant Facebook provides an electronic communication service to the public via its social networking website service. 18 U.S.C. § 2510 (15)

26. Facebook provides remote computing service to the public because it provides computer storage and processing services by means of an electronic communications system. 18 U.S.C. § 2711(2).

27. Facebook carries and maintains its users' Profile information solely for the purpose of providing storage and computer processing services to its users. Facebook is not authorized to access this information for purposes other than providing storage and computer processing. 18 U.S.C § 2702(a) (2).

28. A user's Facebook Profile is an electronic communication with the meaning of

18 U.S.C. § 2510 (12).

29. Facebook holds its users' Facebook Profiles in electronic storage, 18 U.S.C. § 2510 (17).

30. In relevant part, 18 U.S.C. § 2701(a)(1)-(2) of the SCA provides that an offense is committed by anyone who: (1) intentionally accesses without authorization a facility through which electronic communication service is provided; or (2) intentionally exceeds an authorization to access that facility; and thereby obtains...[an] electronic communication while it is in electronic storage in such system.

31. Facebook intentionally exceeded its authorization to access and control confidential and private information relating to Plaintiff and the Class' electronic communications in violation of 18 U.S.C. § 2701 *et seq* of the SCA.

32. In relevant part, 18 U.S.C. § 2702(a) (1)-(2) of the SCA provides that a person or entity shall not: (1)...knowingly divulge to any person or entity the contents of a communication...; and (2)...shall not knowingly divulge to any person or entity the contents of any communication...

33. Section 2707 of the SCA provides for a civil cause of action and allows for damages, declaratory and equitable relief.

34. Facebook knowingly, willfully, unlawfully and intentionally without authorization divulged confidential and private information relating to Plaintiff and the Class' electronic communications in violation of 18 U.S.C. § 2701 *et seq* of the SCA.

35. Facebook engages in the foregoing acts without obtaining the lawful consent of the user. 18 U.S.C. § 2702 (b) (3).

36. By engaging in the foregoing acts, Facebook knowingly divulges the contents

of communication carried and maintained by Facebook on behalf of and received by transmissions from Facebook users in violation of 18 U.S.C. § 2702(a)(2).

37. Plaintiff and the Classes are entitled to statutory damages of no less than \$1,000.00 (one thousand dollars) per violation. Because Facebook's violations were willful and intentional, Plaintiff and the Classes are entitled to recover punitive damages as provided by 18 U.S.C. § 2702 (c).

SECOND CAUSE OF ACTION

(Breach of Contract)

38. Plaintiff, on behalf of herself and the Classes, hereby incorporates by reference the allegations contained in all of the preceding paragraphs of this complaint.

39. Defendant Facebook requires Plaintiff and the Classes to register only after agreeing to Facebook's Terms and Privacy Policies. The agreed upon Terms and Privacy Policies constitute a valid and enforceable contract between Facebook and its users. Plaintiff and the Classes submit personally identifiable information to Facebook and Facebook's contract promises Facebook would not share this information with third-party advertisers without the Plaintiff's consent and the consent of each Class.

40. Facebook states in its Terms and Privacy Policies that it will use only non-personally identifiable attributes it has collected and that its advertisement targeting is done entirely anonymously. Despite these promises, Facebook did in fact knowingly share users' personally identifiable attributes and non-anonymous user information with third-party advertisers in violation of its own Agreement with its users.

41. Plaintiff and the Classes never consented to the sharing of their personally identifiable information to third-party advertisers and tracking companies.

42. Plaintiff and the Classes have performed their obligations under the contract.

43. Facebook materially breached its contractual obligations through its conduct as alleged herein, including its transmission of Plaintiff's and the Class' personal information to third-party advertisers and tracking companies including the Plaintiff's and the Class' user IDs without consent.

44. Plaintiff and the Classes have been damaged as a direct and proximate result of Facebook's breach of their agreement with Plaintiff and the Classes. Plaintiff and the Classes have been damaged in an amount to be proven at trial.

(THIRD CAUSE OF ACTION)

(Breach of Implied Covenant of Good Faith and Fair Dealing)

45. Plaintiff, on behalf of herself and the Classes, hereby incorporates by reference the allegations contained in all of the preceding paragraphs of this complaint.

46. Once Plaintiff and the Classes agreed to use Facebook's social networking website, they agreed to Defendant Facebook's contract, its Terms and Privacy Policies, and as a result are in an enforceable contract.

47. A covenant of good faith and fair dealing, which imposes upon each party to a contract a duty of good faith and fair dealing in its performance, is implied in every contract, including the Agreement that embodies the relationship between Facebook and its users.

48. Good faith and fair dealing is an element imposed by common law or statute as an element of every contract under the laws of every state. Under the covenant of good faith and fair dealing, both parties to a contract impliedly promise not to violate the spirit of the bargain and not to intentionally do anything to injure the other party's right to receive the benefits of the contract.

49. Plaintiff and the Classes reasonably rely upon Facebook to act in good faith both with regard to the terms of the Agreement and in the methods and manner in which it carries out those terms. Bad faith can violate the spirit of the Agreement and may be overt or may consist of inaction. Facebook's inaction in failing to adequately notify Plaintiff and the Classes of the release of personal information to third party advertisers evidences bad faith and ill motive.

50. The Agreement is a form contract, the terms of which Plaintiff and the Classes are deemed to have accepted once Plaintiff and the Classes sign up with Facebook. The Agreement purports to give contractual discretion to Facebook relating to Facebook's protection of users' privacy. Facebook is subject to an obligation to exercise that discretion in good faith. The covenant of good faith and fair dealing is breached when a party to a contract uses discretion conferred by the contract to act dishonestly or to act outside of accepted commercial practices. Facebook breached its implied covenant of good faith and fair dealing by exercising bad faith in using its discretionary rights to deliberately, routinely, and systematically make users' personal information available to third-party advertisers and tracking companies.

51. Plaintiff and the Classes have performed all, or substantially all, of the obligations imposed on them under the Agreement, whereas Facebook has acted in a manner as to evade the spirit of the Agreement, in particular by deliberately, routinely, and systematically without notifying Plaintiff and the Classes of its disclosure of users personal information to third-party advertisers. Such actions represent a fundamental wrong that is clearly beyond the reasonable expectations of the parties. Facebook's disclosure of such information to third party advertisers and tracking companies is not in accordance with the reasonable expectations of the parties and evidences a dishonest purpose.

52. Facebook's ill motive is further evidenced by its lack of obtaining users' consent in its data mining efforts while at the same time consciously and deliberately utilizing data mining to automatically and without notice provide user information to third party advertisers and tracking companies. Facebook profits from advertising revenues derived from its data mining efforts from Plaintiff and the Classes.

53. The obligation imposed by the implied covenant of good faith and fair dealing is an obligation to refrain from opportunistic behavior. Facebook has breached the implied covenant of good faith and fair dealing in the Agreement through its policies and practices as alleged herein. Plaintiff and the Class have sustained damages and seek a determination that the policies and procedures of Facebook are not consonant with Facebook's implied duties of good faith and fair dealing.

(FOURTH CAUSE OF ACTION)

(Unjust Enrichment-In the Alternative)

54. Plaintiff, on behalf of herself and the Classes, hereby incorporates by reference the allegations contained in all of the preceding paragraphs of this complaint.

55. By engaging in the conduct described in this Complaint, Defendant has knowingly obtained benefits from Plaintiff and the Classes under circumstances such that it would be inequitable and unjust for Defendant to retain them.

56. Defendant has received a benefit from Plaintiff and the Classes and Defendant has received and retained money from advertisers as a result of sharing Defendant's users' personal information with those advertisers without Plaintiff and the Class' knowledge or consent as alleged in this Complaint.

57. Plaintiff and the Classes did not expect that Defendant would use their personal information without their consent to earn money from third-party advertisers.

58. Defendant did knowingly use Plaintiff and the Classes' personal information without their knowledge or consent to earn money from third-party advertisers and has full knowledge of the benefit it has received from Plaintiff and the Classes. If Plaintiff and the Class had known the Defendant was not keeping their personal information from advertisers, they would not have consented and Defendant would not have made money from the advertisers.

59. Defendant will be unjustly enriched if Defendant is permitted to retain the money paid to it by the advertisers.

60. Defendant Facebook should be required to provide restitution of all money obtained from its unlawful conduct.

61. Plaintiff and the Classes are entitled to an award of compensatory and punitive damages in an amount to be determined at trial or to the imposition of a constructive trust upon the wrongful profit obtained by, revenues obtained by and benefits conferred upon them as a result of their wrongful actions as alleged in this Complaint.

62. Plaintiff and the Classes have no remedy at law to prevent Defendant from continuing the inequitable conduct alleged in this Complaint and the continued unjust retention of the money Defendant received from third party advertisers.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, Wendy Marfeo, on behalf of herself and the Classes, request the following relief:

1. An order certifying that this action is properly brought and may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, that Plaintiff be appointed

as Class Representative, and that Plaintiff's counsel be appointed Class Counsel;

2. An award of damages;
3. Restitution of all monies unjustly obtained or to be obtained from Plaintiff and members of the Classes;
4. Declaratory and injunctive relief;
5. An award of reasonable attorneys' fees and costs;
6. Such other relief at law or equity as this court may deem just and proper.

DATED: October 18, 2010.

/s/ Peter N. Wasylyk

Peter N. Wasylyk (RI Bar # 3351)

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Counsel for Plaintiff

Exhibit B

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

WENDY MARFEO, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

FACEBOOK, INC.,

Defendant.

C.A. No. 10-262-WS

**STIPULATION AND ORDER TRANSFERRING CASE TO
NORTHERN DISTRICT OF CALIFORNIA**

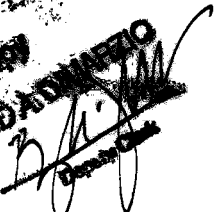
Plaintiff Wendy Marfeo and defendant Facebook Inc. ("Facebook"), by and through their respective counsel, stipulate and agree as follows:

WHEREAS, Plaintiff first filed her Class Action Complaint in this Court on June 17, 2010 and filed her First Amended Class Action Complaint in this Court on October 18, 2010;

WHEREAS, Plaintiff alleges that she is a user of the Facebook social networking website;

WHEREAS, Facebook's Statement of Rights and Responsibilities ("SRR"), applicable to all Facebook users, provides that Facebook users will resolve claims they have with Facebook arising out of or relating to Facebook or the SRR exclusively in a state or federal court located in Santa Clara County, California;

WHEREAS, there are two related class actions already pending in the United States District Court for the Northern District of California, San Jose Division (located in Santa Clara County), titled *Robertson v. Facebook, Inc.*, No. 10-cv-02306-JF, and *Gould v. Facebook, Inc.*

DAVID ALVARADO
By 

Case No. 10-cv-02389-JW, which have been consolidated into one action titled *In re: Facebook Privacy Litigation*, Case No. 10-cv-02389-JW;

WHEREAS, in *In re: Facebook Privacy Litigation*, plaintiffs filed a consolidated class action complaint on October 11, 2010, alleging that Facebook shares users' information with third parties without users' knowledge or consent; and

WHEREAS, Local Rule 29 of this Court permits parties to stipulate to extend time for a defendant to respond to a complaint for up to thirty days without a court order;

NOW THEREFORE, the parties hereby stipulate and agree and request the Court to order as follows:

1. Facebook agrees not to contest Plaintiff's service of the First Amended Class Action Complaint and agrees to accept service of the First Amended Class Action Complaint as of October 22, 2010.
2. Facebook shall have an extension of 30 days, until and including December 6, 2010, to answer, move to dismiss, or otherwise respond to the First Amended Class Action Complaint, without prejudice to stipulating to or seeking additional time in the Northern District of California after this matter is transferred.
3. This case shall be transferred from the District of Rhode Island to the Northern District of California pursuant to 28 U.S.C. § 1406.
4. As provided for in the SRR, the laws of the State of California shall govern this case. To the extent the Court determines that there is a choice-of-law question that must be resolved, the choice-of-law rules of the Northern District of California (and not the District of Rhode Island or any other court) shall apply in this case.

IT IS SO STIPULATED.

Dated: October 27, 2010

By: *s/s Mitchell R. Edwards*
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Attorneys for Defendant FACEBOOK, INC.

Dated: October 27, 2010

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Attorneys for Plaintiff

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: November 1
~~October~~ _____, 2010

By: WESM
Hon. William E. Smith
JUDGE, UNITED STATES DISTRICT
COURT

Exhibit C



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WHAT WE DO

Stanley•Iola, LLP represents clients in complex class action, personal injury, commercial and insurance litigation. The firm's members have wide-ranging courtroom experience representing clients in class action, derivative and environmental tort litigation, including numerous cases on behalf of individuals suffering from mesothelioma due to exposure to asbestos, and product liability litigation.

CLASS ACTION

The firm has successfully served as Class Counsel in the following cases:

- Settlement of a nationwide class action against American Airlines under ERISA related to pension benefits of its former AirCal pilots.
- Settlement of a nationwide class action against Wells Fargo Bank for violations of RESPA.
- Settlement of statewide class action against State Farm Insurance Cos., Allstate Insurance Cos., Farmers Insurance Cos. And GEICO Insurance Cos. for violations of the Texas Insurance Code relating to claims procedures for automobile policyholders.
- Settlement (along with multiple co-counsels) of major nationwide class action litigation involving General Motors pickup trucks.
- Settlement following summary judgment of a statewide class action for breach of contract and deceptive trade practices against Southwestern Bell Mobile Systems.
- Settlement of a nationwide securities class action on behalf of shareholders of Monarch Dental Associates (while serving as Liaison Counsel) for violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 and SEC Rule 10b-5.
- Settlement of a nationwide securities class action on behalf of shareholders of STB Systems, Inc. (while serving as Liaison Counsel) for violations of the Texas Securities Act and the Securities Act of 1933 arising out of the defendants' misrepresentations and omissions concerning the company's operations and future prospects.
- Settlement (along with other class counsel) of a nationwide class action on behalf of holders of both preferred and common shares of Walden Properties, Inc. and its directors arising out of Walden's efforts to complete a merger with Olympus Real Estate Corporation on grossly inadequate terms. The settlement resulted in a substantial increase in the value received by shareholders at the conclusion of the merger.
- Settlement of a nationwide securities class action on behalf of shareholders of Dynamex, Inc. (while serving as Liaison Counsel) for violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 and SEC Rule 10b-5.

- Settlement of a class action on behalf of customers of Southwestern Bell Telephone Company for violations of the Texas Finance Code.
- Settlement of a class action on behalf of persons who entered into lease agreements with UDR Western Residential, Inc., and other of its affiliates, arising out of claims under the Texas Water Code, regulations of the Texas Natural Resources Conservation Commission, the Texas Utility Code, regulations of the Public Utility Commission and the Texas Debt Collection Practices Act.
- Settlement of a nationwide class action on behalf of customers of Ticketmaster Group, Inc., and certain of its affiliates, who purchased tickets with a credit card and were charged an illegal surcharge in violation of the Texas Finance Code.
- Settlement of a nationwide class action against FirstUSA Bank for violations of the Truth in Lending Act.
- Obtained final judgment (following summary judgment and jury trial) against the Dallas County Community College District on behalf of a class of current and former students as a result of the District's charging of a technology fee that was not authorized by state law. (The Judgment was affirmed by the Dallas Court of Appeals but all appeals have not yet been exhausted).
- Settlement of a nationwide securities class action on behalf of shareholders of drkoop.com, Inc. (while serving as Liaison Counsel) for violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 and SEC Rule 10b-5.
- Settlement of a nationwide securities class action on behalf of shareholders of UICI Corporation (while serving as Liaison Counsel) for violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 and SEC Rule 10b-5.
- Settlement of derivative litigation on behalf of Dollar General Corporation filed against directors of the corporation for breach of the board's fiduciary duties to the corporation and its shareholders. [The case resulted in the largest settlement in Tennessee history.]
- Settlement of a nationwide securities class action on behalf of shareholders of i2 Technologies Corporation (while serving as Liaison Counsel) for violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 and SEC Rule 10b-5.
- Settlement of a nationwide class action against Sears Roebuck & Co. that represents a landmark and virtually unprecedented settlement of a consumer class action case. Under the settlement, Sears will install free of charge for a class of almost four million customers anti-tip brackets to prevent tipping accidents of its free-standing electric and gas ranges that frequently cause severe burns, crushing and death. Those customers who already paid to have anti-tip brackets installed will receive reimbursement. Furthermore, Sears will

install anti-tip brackets on all sales of new ranges for at least three years, and it is Plaintiffs' expectation that it will become a permanent practice of Sears. By, in effect, obtaining a recall, this settlement actually obtained better relief than likely could have been obtained through trial and accomplished what the Consumer Product Safety Commission refused to do for over twenty years.

- Settlement of derivative litigation on behalf of shareholders of Patterson-UTI Energy, Inc., filed against officers and directors of the company resulting from the self-dealing and fraudulent embezzlement of company funds by its former chief financial officer.
- Settlement of derivative litigation on behalf of a class of shareholders against 7-Eleven, Inc., for the company's breach of fiduciary duties, good faith and due care in connection with an inadequate tender offer.
- Settlement of derivative litigation against TXU Corp. arising under Section 14(a) of the Securities Exchange Act of 1934, and rules promulgated thereunder, in connection with the solicitation of proxies in favor of a proposed management-led leveraged buyout.
- Settlement of a class action against Edward D. Jones & Co. for breach of fiduciary duty and other state law claims arising from its retention of illicit profits from payments made to it by mutual fund families, which payments were predicated on the state court class members' holding mutual fund shares in their Edward Jones accounts.
- Settlement, following four hard-fought years of litigation, of a nationwide class action against Sprint related to its business customers' payment of Universal Service Fund charges.
- Settlement of derivative litigation on behalf of shareholders of Dean Foods Company filed against the officers and directors of the company resulting from improperly backdating dozens of grants of Dean Foods stock options to its executives, improperly recording and accounting for such back dated stock options, and producing false financial statements and other false SEC filings to Dean Foods' shareholders that improperly recorded, accounted for and concealed the back dated option grants.
- Settlement of derivative class action litigation filed against Dave & Buster's, Inc., and certain of its officers and directors, seeking to enjoin an inadequately-priced merger agreement.

The firm is currently acting as class counsel and liaison counsel in numerous class actions, including: several nationwide securities class actions and derivative actions; a nationwide antitrust class action against a major U.S. telecommunications company; a nationwide class action against a major mortgage bank for breach of contract and deceptive trade practices, and multiple state-wide class actions against insurance companies for violations of state insurance law.

In addition, the firm has successfully prosecuted and settled numerous individual actions, including:

- Obtained a multi-million dollar jury verdict against Texas's largest independent commercial real estate services company and one of its agents for fraud and making negligent misrepresentations to nine real estate partnerships controlled by a California real estate company.
- A multi-million dollar settlement, over five times in excess of the policy limits, with The Medical Protective Company following a jury verdict in favor of the firm's plaintiff in a medical malpractice coverage dispute.
- Settlement of business tort litigation on behalf of the former owner of a major league sports franchise against a national bank relating to the sale of the franchise.
- Settlement of tortious interference with business contract litigation on behalf of a large independent electrical supplier/contractor.

MESOTHELIOMA

In addition to class actions, the firm's attorneys have extensive trial experience representing individuals suffering from mesothelioma due to their exposure to asbestos, as well as other products liability litigation against manufacturers of defective products marketed and sold to the public.

**OTHER
LITIGATION**

The firm's attorneys also have extensive experience in the representation of individuals and companies in business tort litigation, insurance coverage litigation, insurance bad faith litigation and construction litigation. On the other side of the docket, the firms' attorneys have successfully defended many cases, including obtaining a zero dollar jury verdict in a case where the plaintiff sought \$375,000,000.00 in damages and the trial of the case took a month.

WHO WE ARE

MARC R. STANLEY Board Certified, Civil Trial Law, Texas Board of Legal Specialization

Born Dallas, Texas, May 27, 1957; admitted to bar, 1982, Texas; also admitted to practice before U.S. Supreme Court; U.S. Court of Appeals, Fifth and Ninth Circuits; U.S. District Court, Northern, Southern, Eastern and Western Districts of Texas.

Education and Honors: George Washington University (B.B.A., 1979); legal education, University of Texas (J.D., 1982). Board Certified, Civil Trial Law, Texas Board of Legal Specialization, 1992. President, University of Texas, Student Bar Association, 1981-82.

Recent Authorship & Speeches: "Dealing with Attorneys' Fees and Objections in Class Actions," National Class Action Institute, American Bar Association, Chicago, Illinois (1997); (Speaker) "Class Action Update," Advanced Products Liability Conference, Texas Trial Lawyers Association (1998); (Speaker) "Advanced Commercial and Consumer Law Course," State Bar of Texas (1999); (Speaker) "National Class Action Seminar," New Orleans, Louisiana (2001); (Speaker) "Class Action Update," Advanced Personal Injury Seminar, State Bar of Texas, Dallas and Houston, Texas (2002); (Speaker) "Ethics of Mass Tort Settlements: How a Lawyer with No Clients Can Settle Your Cases Without Your Consent," (July 2002); (Speaker) "Class Actions, MDL, Venue, and Forum Non: Micro Management of Mass Torts," Texas Trial Lawyers Association (December 2003); (Speaker) "A Brave New World: Texas Class Action Practice After HB4," State Bar of Texas (January 2004). (Co-author/Speaker) "The Class Action Unfairness Act of 2005;" Dallas Bar Headnotes (April 2005); (Speaker) "Changing the Rules: Texas Class Action Practice After HB4 and CAFA;" State Bar of Texas (August 2006).

Member: Chairman, Texas Public Finance Authority, 1991-95; Member, 1995-97. Dallas and American Bar Associations; State Bar of Texas; Dallas Trial Lawyers Association (President, 2003); Texas Trial Lawyers Association (Board of Directors, 1999-; Chairman, Class Action Task Force, 2000; Secretary-Treasurer, 2002; President, 2006); American Association for Justice (Board of Governors, 2001-2004); Public Justice; American Board of Trial Advocates; National Association of Consumer Advocates; Dallas Bar Foundation.

MARK H. IOLA Certified Civil Trial Specialist, National Board of Trial Advocacy.

Born Kansas City, Missouri, August 1, 1958; admitted to bar, 1982, Oklahoma; 1995, Michigan; 1995, Texas; 2000, Illinois; also admitted to practice before U.S. Court of Appeals, Tenth Circuit.

Education and Honors: George Washington University (B.A., 1979); University of Oklahoma (J.D., 1982); Phi Delta Phi.

Teaching: Legal Research & Writing Instructor, University of Oklahoma, 1981; Appellate Advocacy Instructor, 1982.

Member: Dallas, Oklahoma, Michigan, Illinois State and American Bar Associations; State Bar of Texas; State Bar of Michigan; Dallas Trial Lawyers Association; Oklahoma Trial Lawyers Association; Michigan Trial Lawyers Association; Texas Trial Lawyers Association; American Association for Justice; Public Justice; American Board of Trial Advocates.

**MARTIN
WOODWARD**

Born Philadelphia, Pennsylvania, January 2, 1969; admitted to bar, 1996, Texas; also admitted to practice before U.S. Court of Appeals Fifth, Sixth, Ninth and Eleventh Circuits; U.S. District Court, Northern, Eastern, Southern and Western Districts of Texas.

Education and Honors: Swarthmore College (B.A., 1990); University of Texas (J.D., 1996). Secretary, Corporate Counsel Society, University of Texas School of Law. 1994-95. Executive Editor, Texas International Law Journal, 1995-96; Baker & Botts Best Note Award, 1995; E. Ernest Goldstein Best Editor Award, 1996.

Internship: Judicial Intern to Hon. Rose Spector, Justice, Supreme Court of Texas, Spring, 1996.

Member: Dallas, Frisco and American Bar Associations; American Association for Justice; Texas Trial Lawyers Association; Dallas Trial Lawyers Association; State Bar of Texas; College of the State Bar of Texas; Public Justice; National Association of Consumer Advocates.

Recent Authorship and Speeches: (Author) "TRIPS and NAFTA's Chapter 17: How Will Trade-Related Multilateral Agreements Affect International Copyright?" 31 Tex. Int'l L.J. 269 (1996); (Co-Author) "Resolving Class Actions in the Plaintiff's Favor: Settlement and Contested Final Judgments," Federal Bar Association, April 2001; (Co-Author) "Summaries of Significant Class Action Opinions in Texas State and Federal Courts: 2001-2002," May 2002; (Co-Author) "Class Actions, MDL, Venue, and Forum Non: Micro-Management of Mass Torts," Texas Trial Lawyers Association, December 2003; (Co-Author) "A Brave New World: Texas Class Action Practice After HB4," State Bar of Texas, January 2004; (Co-Author) "Changing the Rules: Texas Class Action Practice After HB4 and CAFA," State Bar of Texas, August 2006; (Speaker) "Class Action Basics in Texas," Frisco Bar Association, October 2006; (Co-Author) "Navigating the Rough Terrain: Class Actions in Texas after HB4 and CAFA," The Advocate, Fall 2008; (Speaker) Class Action Symposium, Consumer Rights Conference, October 2008.

RANDALL L. IOLA

Born Tulsa, Oklahoma, April 13, 1964; admitted to bar, 1989, Oklahoma; 2000, Illinois; 2001, Texas; also admitted to practice before U.S. Court of Appeals, Tenth Circuit; U.S. District Court, Northern, Eastern and Western Districts of Oklahoma.

Education and Honors: University of Pennsylvania (B.A., 1986); University of Oklahoma (J.D., 1989).

Member: Tulsa County, Dallas, Oklahoma, Illinois State, and American Bar Associations; State Bar of Texas. American Association for Justice; Oklahoma Trial Lawyers Association; National Employment Lawyers Association; Texas Trial Lawyers Association; Public Justice; Order of Barristers; Board of Advocates, 1986-89.

MATTHEW J. ZEVIN

Born Los Angeles, California, September 16, 1966; admitted to bar, 1994, California; 1997, Washington (inactive), (not admitted in Texas); also admitted to practice before U.S. Court of Appeals, Sixth, Ninth and Tenth Circuits; U.S. District Courts, Northern, Southern, Eastern and Central Districts of California and Western District of Michigan.

Education and Honors: California State University, Northridge (B.S., 1990); University of Richmond (J.D., with honors, 1993). McNeill Law Society. Recipient, Lawyers Co-Operative Publishing Company Book Award (highest grade), Mergers and Acquisitions.

Diploma: Trial Advocacy Skills, National Institute of Trial Advocacy.

Member: State Bar of California; American Bar Association; American Association for Justice; Public Justice; Consumer Attorneys of California. (Resident, California Office).

BILL GALERSTON

Born Midland, Texas, January 15, 1963; admitted to bar, 1990, Texas; 2005, Illinois; also admitted to practice before U.S. Court of Appeals, Fifth Circuit; U.S. District Court, Northern, Southern, Eastern and Western Districts of Texas.

Education and Honors: University of Texas (B.A., 1985); South Texas College of Law (J.D., 1990). Law Clerk to Hon. Sim Lake, U.S. District Court, Southern District of Texas, 1988.

Media: Former Legal Analyst, Fox Channel 26 News, Houston, Texas.

Member: Dallas, Illinois State and American Bar Associations; State Bar of Texas; Dallas Trial Lawyers Association; Texas Trial Lawyers Association; American Association for Justice; Public Justice.

Exhibit D

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PETER N. WASYLYK is a graduate of Providence College (B.S. 1979) and Suffolk University Law School (J.D. 1984). He served as both member and editor of the Suffolk University Law Review. Mr. Wasylyk is admitted to practice in the state of Rhode Island as well as the Federal District Court for the District of Rhode Island, and the First Circuit Court of Appeals.

Mr. Wasylyk practices consumer class action litigation before state and federal courts. He has served as co-counsel, including but not limited to the following class actions:

Tyler Chavers v. Fleet Bank, N.A., C.A. No. 00-5237, SUPERIOR COURT OF RHODE ISLAND, PROVIDENCE.

In re DOUBLECLICK INC. PRIVACY LITIGATION, Master File, Case No. 00-Civ.0641, UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re GOOGLE BUZZ USER PRIVACY LITIGATION, Master File, Case No. 5:10-CV-00672 JW, UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

In re NSA Telcoms. Records Litig., MDL Docket No 06-179 1 VRW, UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA.

Yemin Ji v. Kits Van Heyningen, CA 05-273ML, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND.

Mahoney v. AT&T Communs., Inc., CA No. 06-223-T, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND, 2006 U.S. Dist. LEXIS 34274.

In re Bausch & Lomb, Inc., DOCKET NO. 178, JUDICIAL PANEL ON MULTIDISTRICT LITIGATION.

Hanoian v. Blue Cross & Blue Shield of R.I., C.A. No. 96-2579, RHODE ISLAND SUPERIOR COURT, 2002 R.I. Super. LEXIS 122, September 18, 2002, Filed

Bickley v. Caremark, RX. Inc., Case No.: CV-02-VEH-2 197-S, UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA, SOUTHERN DIVISION.

Singleton v. Wells Fargo Bank, N.A. (In re Singleton), C.A. No. 02-137ML, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND.

Tancredi v. Metro. Life Ins. Co., 00 Civ. 5780 (LAK) , UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

In re TJX Cos., Case No. 07-1853-KHV, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS.

Smith v. United Healthcare Servs., CV No. 00-1163 ADM/AJB, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA.

Calise v. Norwest Fin. R.I., Inc., No. 4-97-CV-80823, UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, CENTRAL DIVISION.

In re Fedex Ground Package Sys., Cause No. 3:05-MD-527 RM, (MDL-1700) , UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA, SOUTH BEND DIVISION.

Bond v. Fleet Bank, N.A., C.A. No. 0 1-177 L, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND.

In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), Civil Action No. 07-2867 (NLH), UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY.

Rein v. Providian Fin. Corp., No. C 98-4044 CRB, UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA.

Corsini v. United Healthcare Corp., C.A. No. 96-608-T, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND.

Caranci v. Blue Cross & Blue Shield, C.A. No. 96-275-L, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND.

Lefavre v. KV Pharmaceutical, C.A. 09-588, UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI.

Trombley v. Bank of America Corporation, C.A. No. 08-456-S, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND.

In re Sears Retiree Group Life Insurance Litigation, C.A. 94-7453, UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS.

Connie Mason v. Delhaize America, Inc. d/b/a/Sweetbay, and Hannaford Bros. Co., C.A.. 08-00118, DISTRICT OF MAINE (PORTLAND)

Montaquila v. Countrywide Home Loans, Inc. and Countrywide Bank, C.A. 07-07094, UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA.

Bedi v. Hewlett-Packard Company, and Staples, Inc., C.A. 07-12318-RWZ, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS.

Nash v. CVS Caremark Corporation, Holiday CVS, LLC, C.A. 09-079, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND.

Peterson v. Exxon Mobil Corporation, C.A. 07-00 130, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH, CENTRAL DIVISION.

Schmidt v. Consumerinfo.com, Inc., and Experian Information Solutions, Inc., C.A. 05-9 12, UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA.

Benetti v. Bertucci's Corp., C.A. 07-40159 FDS, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS, CENTRAL DIVISION.

Driscoll v. Family Dollar, C.A. 07-180 ML, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND.

Harrocks v. Sears, Roebuck & Co., C.A. 09-164, UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN.

Perry v. Restaurants of America, C.A. 07-03328, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA.

Burke v. Washington Mutual Home Loans, C.A. 02-000885, CIRCUIT COURT FOR MILWAUKEE COUNTY, WISCONSIN.

Murphy v. Citibank, C.A. 09-541, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

Savage v. Verizon, C.A. 10-122, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

Hunt v. Citizens, C.A. 09-377, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

Lopez v. American Express, CV 09-7335, UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION

Hibnick v Google, 10-CV-00672, UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA SAN JOSE DIVISION

Blankenship v. Citizens, C.A. 10-163, UNITED STATES DISTRICT COURT DISTRICT OF RHODE ISLAND

Lopez v. American Express, C.V. 09-7335, UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION

Frock v. Bank of America Corporation, C.A. 10-125, UNITED STATES DISTRICT COURT DISTRICT OF OHIO WESTERN DIVISION

Exhibit E

ANDREW S. KIERSTEAD
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ANDREW S. KIERSTEAD is a graduate of Johns Hopkins University (B.A. in History, 1984; Dip. International Relations, School of Advanced International Studies --SAIS) and the University of Southern California (J.D. 1987), where he was awarded a full tuition merit scholarship and received the Am Jur prize in both Torts and Torts II. Mr. Kierstead is admitted to practice in the states of California and Oregon as well as the federal Central District of California, Northern District of California, District of Oregon and before the Ninth Circuit Court of Appeals.

Mr. Kierstead primarily litigates on behalf of consumers in class actions and other complex cases before state and federal courts. He is currently a member of the plaintiffs' counsel executive committee in the certified national class action *In Re: Universal Service Fund Telephone Billing Practices Litigation* (District of Kansas), class co-counsel in the putative California class action *Lopez v. American Express* (Central District of California), class co-counsel in the putative national class action *Murphy v. Citibank* (District of Rhode Island), class co-counsel in the putative national class action *Cappalli v. BJ's Wholesale Club* (District of Rhode Island), class co-counsel in the putative national class action *Frock v. Bank of America* (Southern District of Ohio), class co-counsel in the putative national class action *Le Faivre v. KV Pharmaceutical* (Eastern District of Missouri), class co-counsel in the putative national class action *Hibnick/Souvalian v. Google, Inc.* (Northern District of California), class co-counsel in the putative national class action *Trombley v. Bank of America* (District of Rhode Island), class co-counsel in the putative national class action *Blankenship v. Citizens Bank* (District of Rhode Island), class co-counsel in the putative California class action *Greene v. Citibank* (Central District of California), class co-counsel in the putative national class action *In Re: National Security Agency Telecommunications Records Litigation* (Northern District of California), class co-counsel in several of the putative state class actions coordinated as *In Re: Motor Fuel Temperature Sales Practices Litigation* (District of Kansas), and class co-counsel in the putative California class action *In Re: Late Fee And Over-Limit Fee Litigation* (Northern District of California).

He has been co-lead class counsel in the settled (2003) national class action *Rossmann v. Fleet Bank* (Eastern District of Pennsylvania), co-lead class counsel in the settled (2003) Oregon class action *Bruce v. EarthLink, Inc.* (Multnomah County (Oregon) Circuit Court), co-lead

class counsel in the settled (2001) national class action *Rosted v. First USA Bank* (Western District of Washington), co-lead class counsel in the settled (2005) western states' class action *Egger v. Duke Energy* (San Diego Superior Court), class co-counsel in the settled (2009) national class action *Carr v. Nationwide* (Franklin County (Ohio) Court of Common Pleas), class co-counsel in the settled (2009) national class action *Montaquila v. Countrywide Home Loans* (Central District of California), class co-counsel in the settled (2010) national class action *In Re: Ameriquest Mortgage Company Mortgage Lending Practices Litigation* (Northern District of Illinois) class co-counsel in the settled (2005) national class action *Kruss v. Banner Life Insurance Co.* (Montgomery County (Maryland) Circuit Court), class co-counsel in the settled (2004) national class action *Jones v. The Midland Life Insurance Company* (Franklin County (Ohio) Court of Common Pleas), class co-counsel in the settled (2003) national class action *Schoenwald v. Travelers Insurance Company* (Alameda County (California) Superior Court) and class co-counsel in the settled (2003) national class action *Feldman v. Jefferson Pilot Financial Insurance Company* (Central District of California).

Mr. Kierstead was a speaker at the 2003 annual national conference of the National Consumer Law Center/National Association of Consumer Advocates.