

**EX. 24 -- CHART IDENTIFYING THE ELEMENTS OF PLAINTIFFS’
CONTRACT CLAIMS IN PENNSYLVANIA (THE FORUM STATE) AND THE
CLASS MEMBER STATES**

State	Breach of Contract Elements
Arizona	“To bring an action for the breach of the contract, the plaintiff has the burden of proving the existence of the contract, its breach and the resulting damages.” <i>Graham v. Asbury</i> , 112 Ariz. 184, 185, 540 P.2d 656, 657 (Ariz. 1975) (en banc); <i>see also Thomas v. Montelucia Villas, LLC</i> , 302 P.3d 617, 621 (Ariz. 2013); <i>Young v. Grand Canyon Univ., Inc.</i> , 57 F.4th 861, 869 (5 th Cir 2023) (“Under Arizona law, a breach of contract claim requires the existence of a contract, a breach of the contract's terms, and resulting damages.”).
California	The elements for breach of contract are (1) the existence of a contract, (2) plaintiff’s performance or excuse for nonperformance, (3) defendant’s breach, and (4) the resulting damages to the plaintiff. <i>Oasis West Realty, LLC v. Goldman</i> , 250 P.3d 1115, 1121 (Cal. 2011); <i>D'Arrigo Bros. of California v. United Farmworkers of Am.</i> , 224 Cal. App. 4th 790, 800, (2014); <i>Richman v. Hartley</i> , 224 Cal. App. 4th 1182, 1186 (2014); <i>see also Hammerling v. Google, LLC</i> , 2024 U.S. App. LEXIS 5253, *5 (9 th Cir. 2024) (“Under California law, a breach-of-contract claim has four elements: (1) existence of a contract, (2) plaintiff's performance, (3) defendant's breach, and (4) damages.”) (citing <i>In re Facebook, Inc. Internet Tracking Litig. ("Facebook Tracking")</i> , 956 F.3d 589, 610 (9th Cir. 2020)).
Indiana	The elements of a claim for a breach of contract are the existence of a contract, the defendant’s breach thereof, and damages. <i>Haegert v. Univ. of Evansville</i> , 955 N.E.2d 753, 758 (Ind. Ct. App. 2011); <i>Morris v. Crain</i> , 71 N.E.3d 871, 880 (Ind. Ct. App. 2017); <i>see also Kim v. Cellco P'ship</i> , 2016 U.S. Dist. LEXIS 29451, *8 (N.D. Ind. 2016) (“Under Indiana law, the elements of a breach of contract action are the existence of a contract, the defendant's breach thereof, and damages.”) (citing <i>U.S. Valves, Inc. v. Dray</i> , 190 F.3d 811, 814 (7th Cir. 1999)).
Michigan	A party bringing a breach of contract claim must establish (1) that there was a contract, (2) which the other party breached, (3) thereby resulting in damages to the party claiming breach. <i>Miller-Davis Co. v. Ahrens Constr., Inc.</i> , 495 Mich. 161, 178, 848 N.W.2d 95, 104 (Mich. 2014); <i>Bank of Am., NA v. First Am. Title Ins. Co.</i> , 878 N.W.2d 816, 829 (Mich. 2016); <i>see also Bayshore Ford Truck Sales, Inc. v. Ford Motor Co.</i> , 540 Fed. Appx. 113, 116 (3d Cir 2013) (“Under Michigan law, the elements of a claim for breach of contract are (1) the existence of a contract, (2) a breach of the agreement, and (3) damages.”)
Mississippi	“A breach-of-contract case has two elements: (1) “the existence of a valid and binding contract,” and (2) a showing “that the defendant has broken, or breached it.” <i>Maness v. K & A Enterprises of Mississippi, LLC</i> , 250 So. 3d 402, 414 (Miss. 2018); <i>see also Bus. Commc'ns, Inc. v. Banks</i> , 90 So.3d 1221, 1224 (Miss. 2012); <i>Mortera v. State Farm Fire & Cas. Co.</i> , 2022 U.S. App. LEXIS 14173, *2 (5 th Cir 2022) (“Under Mississippi law, a breach of contract case consists of two elements: ""(1) the existence of a valid and binding contract,' and (2) a showing 'that the defendant has broken, or breached it.'").
New York	A claim for breach of contract requires proof of (1) a valid contract, (2) performance by the plaintiff, (3) breach of the contract by the defendant, and (4) damages resulting from that breach. <i>Rexnord Holdings, Inc. v. Bidermann</i> , 21 F.3d 522, 525 (2d Cir. 1994); <i>34-06 73, LLC v. Seneca Ins. Co.</i> , 39 N.Y.3d 44 (2022); <i>see also Wilder v. World of Boxing LLC</i> , 777 Fed. Appx. 531, 533 (2d Cir. 2019) (“Under New York law, the elements of a breach of contract claim include the existence of a contract, the plaintiff's performance thereunder, the defendant's breach thereof, and resulting damages.”) (internal quotations omitted).
Pennsylvania	To state a claim for breach of contract, the plaintiff must allege (1) the existence of a contract between the plaintiff and the defendant, (2) a breach of a duty imposed by the contract, and (3) damages resulting from the breach. <i>Boyd v. Rockwood Area Sch. Dist.</i> , 907 A.2d 1157, 1165 (Pa. Commw. Ct. 2006); <i>Omicron Systems Inc. v. Weiner</i> , 860 A.2d 554, 564 (Pa. Super. 2004); <i>see also Udodi v. Stern</i> , 438 F. Supp. 3d 293, 299 (E.D. Pa. 2020) (“Under Pennsylvania law, breach-of-contract claims contain three dements: (1) the existence of a contract, including its essential terms, (2) a breach of a duty imposed by the contract[,] and (3) resultant damages.”) (internal quotation omitted).
Texas	A claim for a breach of contract requires proof of (1) a valid contract, (2) the plaintiff’s performance, (3) the defendant’s breach, and (4) damages resulting from the breach. <i>Marketshare Telecom, LLC v. Ericsson, Inc.</i> , 198 S.W.3d 908, 923 (Tex. Ct. App. 2006); <i>Atrium Med. Ctr., LP v. Houston Red C LLC</i> , 546 S.W.3d 305, 311 (Tex. App. 2017), <i>aff'd</i> , 595 S.W.3d 188 (Tex. 2020); <i>see also Howley v. Bankers Std. Ins. Co.</i> , 2022 U.S. App. LEXIS 5137, *4 (5 th Cir. 2022) (“In Texas, a claim for breach of contract has four elements: (1) a valid contract; (2) the plaintiff's performance of her contractual obligations; (3) breach by the defendant; and (4) damages caused by the breach.”).
Utah	The elements for a breach of contract claim are (1) a contract, (2) performance by the party seeking recovery, (3) a breach of performance by the other party, and (4) damages. <i>Bair v. Axiom Designs, LLC</i> , 20 P.3d 388, 392 (Utah 2001); <i>Syme v. Symphony Grp. LLC</i> , 437 P.3d 576, 582 (Utah 2018); <i>see also Mrs. Fields Franchising, LLC v. MFGPC</i> , 721 Fed. Appx. 755, 760 (10 th Cir. 2018) (“Under Utah law, the elements of a claim for breach of contract are ""(1) a contract, (2) performance by the party seeking recovery, (3) breach of the contract by the other party, and (4) damages.”).