

# **Master Exhibit 1**



suggest that, although acellular whooping cough vaccines like BOOSTRIX prevented the symptoms of whooping cough, they could not prevent recipients from transmitting whooping cough to those around them;

WHEREAS, GSK has vigorously defended the Litigation on several grounds, including, in part, GSK's contentions that: (a) Plaintiff's claims are barred by the Vaccine Act; (b) the messages communicated by the Advertising Campaign reflected the guidance of the CDC; and (c) the Court lacks personal jurisdiction over the claims against GSK plc.

WHEREAS, Plaintiff and Class Counsel have conducted a thorough investigation of the facts and law relating to the matters alleged in the Litigation. Plaintiff and Class Counsel believe that the Litigation has substantial merit. However, Plaintiff and Class Counsel recognize and acknowledge the expense, length, and uncertainty of continued proceedings necessary to prosecute the Litigation, the cost and time necessary for such a Litigation, and the delays that are inherent in such complex litigation. With those considerations, compared against the substantial benefits to be conferred on the Settlement Class by the settlement, Plaintiff and Class Counsel, have determined that the settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate;

WHEREAS, GSK has denied and continues to deny vigorously the claims and allegations asserted by Plaintiff, and any fault, wrongdoing, illegal conduct, or liability whatsoever on its part, and further has asserted numerous defenses to the facts and causes of action alleged in the Litigation. This Settlement Agreement shall not be construed as, or deemed to be evidence of, an admission by GSK of any fault, wrongdoing, or liability whatsoever, or that any of the allegations in the Litigation are true or support a claim. Without conceding any lack of merit in its defenses,

GSK considers it desirable to enter into this Settlement Agreement to avoid further expense, to dispose of protracted litigation, and to avoid the uncertain outcome of proceeding in the Litigation;

WHEREAS, the Parties engaged in extensive, difficult, complex, and arm's length negotiations over a period of months regarding settlement. Additionally, the Parties participated in a full-day mediation session with JAMS mediator the Honorable Diane M. Welsh (Ret.), which resulted in the settlement;

WHEREAS, the Parties desire and intend by this Settlement Agreement to settle finally and completely, and effectuate a final resolution of, the Litigation, and to provide for a complete full and final release of the Released Claims in favor of the Released Parties, as described below in detail;

WHEREAS, Plaintiff and GSK agree that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever by GSK, or of the truth of any of the claims that Plaintiff has asserted against GSK;

WHEREAS, Plaintiff and GSK acknowledge that after Plaintiff commenced the Predecessor Action in 2020 GSK discontinued and/or modified the Advertising Campaign, and that the Predecessor Action played some role in the discontinuation and/or modification of portions of the Advertising Campaign.

WHEREAS, Plaintiff agrees that the Settlement shall result in the dismissal of claims against both GSK plc and GSK LLC, and that both GSK plc and GSK LLC will both be legally bound by this agreement, but that all of the obligations hereunder shall be performed by GSK LLC;

NOW, THEREFORE, it is hereby agreed and stipulated by and among Plaintiff, individually and on behalf of the Settlement Class, and GSK, and intending to be legally bound, that the allegations asserted in the Litigation shall be settled, fully and finally compromised and released, and dismissed on their merits with prejudice according to the terms and conditions set forth herein.

**A. DEFINITIONS**

1. As used in this Settlement Agreement, the following terms have the meanings set forth below.

a. The term “**Advertising Campaign**” shall mean the GSK multimedia advertising campaign that ran between 2015 and 2020 concerning pertussis, also known as “whooping cough,” in which each advertisement featured one or more anthropomorphic wolves, and was known, *inter alia*, as the “Big Bad Cough” campaign.

b. The term “**Attestation of Vaccination**” means the swearing or affirming as to certain facts relating to an individual’s vaccination with BOOSTRIX, as set forth below in the definition of “Claim Form,” which swearing or affirming may be completed electronically through use of a check-box or other similar electronic device.

c. The term “**Attorneys’ Fees, Costs, and Service Awards**” means any and all attorneys’ fees, costs, and expenses, including any fees and costs for experts and consultants, for Class Counsel, as well as any service payment to Plaintiff that may be awarded by the Court in recognition of the risks Plaintiff has undertaken and her time, cost, and effort in pursuing the Litigation on behalf of the members of the Settlement Class.

d. The term “**BOOSTRIX**” shall mean the tetanus toxoid, reduced diphtheria toxoid, and acellular pertussis (Tdap) vaccine developed and manufactured by GSK.

e. The term “**CDC**” shall mean the United States Centers for Disease Control and Prevention.

f. The term “**Claim**” means a claim made by a Claimant via the submission of a Claim Form to the Settlement Administrator(s) pursuant to this Settlement Agreement.

g. The term “**Claimant**” means an individual who submits a Claim Form seeking a remedy pursuant to this Settlement Agreement.

h. The term “**Claim Form**” shall mean the form approved by the Court for use by Claimants to make Claims pursuant to this Settlement Agreement, which is to be substantially in the form of **Exhibit G** hereto (subject to any modifications ordered by the Court). The Claim Form shall require that each Claimant swear or attest to the following facts (Attestation of Vaccination):

- i. That he or she was vaccinated with BOOSTRIX rather than a different Tdap vaccine with a different brand name during the Class Period after seeing one or more advertisement in the Advertising Campaign,
- ii. That he or she lived in New York at the time of the subject vaccination with BOOSTRIX and/or received the subject vaccination with BOOSTRIX in New York,
- iii. The approximate date of the Claimant’s subject vaccination with BOOSTRIX,
- iv. The location of the Claimant’s subject vaccination with BOOSTRIX and the name of the medical practice or pharmacy

- that was responsible for administering the Claimant's vaccination with BOOSTRIX,
- v. That he or she received the subject vaccination with BOOSTRIX in order to protect one or more other individuals against pertussis,
  - vi. The name(s) of the specific individual(s) whom the Claimant sought to protect from pertussis through the Claimant's vaccination, and
  - vii. That the Claimant did not receive the subject vaccination with BOOSTRIX while pregnant in order to protect her fetus (through maternal immunization).

The Claim Form shall require each Claimant's agreement to be bound by the Release set forth in this Settlement Agreement and the Court's Final Judgment.

i. The term "**Claim Deadline**" means the deadline for Settlement Class Members to file claims, which shall be set for ninety (90) days following the Notice Commencement Date.

j. The term "**Claim Period**" means the time period from the Notice Commencement Date to the Claim Deadline.

k. The term "**Class Counsel**" means Michael P. Connett and Mason A. Barney of Siri & Glimstad LLP.

l. The term "**Class Period**" means the time period from May 20, 2016 through May 20, 2020.

m. The term "**Counsel for GSK**" means J. Gordon Cooney, Jr., Grant R. MacQueen, and Natalie M. Georges of Morgan, Lewis & Bockius LLP.

n. The term “**Court**” means the United States District Court for the Eastern District of New York.

o. The term “**FDA**” means the United States Food and Drug Administration.

p. The term “**Effective Date**” means: (a) the expiration date of the time for filing notice of any appeal from a Final Approval Order by the Court if no appeal is filed; or (b) if an appeal is filed, the latest of (i) the date of final affirmance of that Final Approval Order, (ii) the expiration of the time for a petition for writ of certiorari to review the Final Approval Order if affirmed, the denial of certiorari, or, if certiorari is granted, the date of final affirmance of the Final Approval Order following review pursuant to that grant; or (iii) the date of final dismissal of any appeal from the Final Approval Order or the final dismissal of any proceeding on certiorari to review the Final Approval Order that has the effect of confirming the Final Approval Order. For avoidance of doubt, the Effective Date shall not have been reached until the Court enters a Final Judgment and there has been the successful exhaustion of all appeal periods without appeal or resolution of any appeals or certiorari proceedings in a manner upholding the Final Approval Order.

q. The term “**Eligible Claimant**” means a Claimant who has submitted a valid and timely Claim as determined by the Settlement Administrator(s) subject to all rights of the Parties under the Settlement Agreement. The Parties agree that Plaintiff may file a Claim as an Eligible Claimant.

r. The term “**Final Approval Hearing**” means the hearing conducted by the Court to determine whether to approve this settlement and to determine the fairness, adequacy, and reasonableness of this settlement.

s. The term “**Final Approval Order**” means the Final Approval Order of the Court approving this settlement, a proposed version of that order is attached hereto as **Exhibit B**.

t. The term “**Final Judgment**” means the Court’s final judgment, a proposed version of which is attached hereto as **Exhibit C**.

u. The term “**GSK**” means GlaxoSmithKline plc (now known as GSK plc) and GlaxoSmithKline LLC.

v. The term “**Litigation**” means *DeCostanzo v. GlaxoSmithKline plc et al.*, No. 2:21-cv-4869-NJC-AYS (E.D.N.Y.).

w. The term “**Long-Form Notice of Settlement**” means the long-form Notice of Class Action Settlement substantially in the form attached as **Exhibit F** hereto, subject to the approval of the Court in the Preliminary Approval Order.

x. The term “**Notice Commencement Date**” shall have the meaning ascribed to it in Paragraph C. 6. of this Settlement Agreement.

y. The term “**Notice Plan**” shall have the meaning ascribed to it in Paragraph C. 6. of this Settlement Agreement.

z. The term “**Objection and Opt-Out Deadline**” means the deadline for Settlement Class Members to object to this Settlement Agreement or opt-out of the Settlement Class.

aa. The term “**Parties**” means Plaintiff and GSK. Even though both GSK entities shall be bound by this settlement, Plaintiff agrees that the obligations hereunder shall be performed by GSK LLC.

bb. The term “**Person**” or “**Persons**” means any individual or entity, public or private.

cc. The term “**Plaintiff**” means Lori DeCostanzo.

dd. The term “**Predecessor Action**” means the action *DeCostanzo v. GlaxoSmithKline plc*, No. 2:20-cv-2284-GRB-AYS (E.D.N.Y.), commenced on May 20, 2020.

ee. The term “**Preliminary Approval Date**” means the date on which the Court enters the Preliminary Approval Order.

ff. The term “**Preliminary Approval Order**” means the proposed Preliminary Approval Order of the Court preliminarily approving the settlement, which is in the form attached hereto as **Exhibit A** hereto.

gg. The term “**Programmatic Submission**” means one or more Claim(s) that bear indicia of having been prepared and/or submitted through the use of automation and/or artificial intelligence as part of an effort to perpetrate fraud, which effort may, but need not, involve one or more of the following: submission of large volumes of claims, automated population of claim forms, and/or routing claims through proxy networks.

hh. The term “**Qualifying Proof of Vaccination**” means, with respect to any Settlement Class Member’s qualifying vaccination with BOOSTRIX during the Class Period: (i) appropriate documentary records created by the health care provider or pharmacy that administered the subject vaccination to the Settlement Class Member that reflect the vaccination with BOOSTRIX during the class period; (ii) appropriate documentary records created by the insurer covering the Settlement Class Member with regard to the subject vaccination that reflect the vaccination with BOOSTRIX; or (iii) any other satisfactory medical documentation of the vaccination with BOOSTRIX created before February 10, 2025 by a third party that recorded

the date and type of vaccination administered to the Settlement Class Member (e.g., medical records maintained by a hospital or a primary care physician). Whether the third-party documentation satisfies these requirements shall be determined by the Settlement Administrator(s) in its sole discretion.

ii. The term “**Release**” means the release set forth in this Settlement Agreement.

jj. The term “**Released Claims**” means the claims released as set forth in this Settlement Agreement.

kk. The term “**Released Parties**” is defined below.

ll. The term “**Releasing Parties**” is defined below.

mm. The term “**Settlement Administrator(s)**” means Angeion Group, LLC, which shall effectuate and administer the Notice Plan, distribute the Settlement Notice, and administer the exclusion process for opt-outs, the Claim process, and distribution(s) to Eligible Claimants under the supervision of the Parties and the Court, and which firm is independent of Plaintiff, Class Counsel, GSK, and Counsel for GSK. All reasonable fees and costs billed by the Settlement Administrator(s) will be paid by GSK LLC.

nn. The term “**Settlement Administrator(s)’s Fee**” means the reasonable fees and expenses of the Settlement Administrator(s) incurred in the administration of this settlement and approved by the Court, including the reasonable costs associated with the Notice Plan and the Settlement Notice; the administering, calculating, and distributing of the Settlement Fund to Eligible Claimants; other fees, expenses, and costs of Claim administration; the fees, expenses, and costs incurred in connection with the taxation of the Settlement Escrow Account (including without limitation expenses of tax attorneys and accountants, if any); and all other

reasonable third-party fees, expenses, and costs incurred by the Settlement Administrator(s) or other consultants retained by agreement of the Parties or by authority of the Court to assist with the Notice Plan, claims administration, and/or in connection with effectuating the settlement of the Litigation.

oo. The term “**Settlement Agreement**” means this written agreement, including its exhibits.

pp. The term “**Settlement Class**” means the following for settlement purposes only:

All adults who viewed the Advertising Campaign, and either lived in New York at the time, or were vaccinated with BOOSTRIX in New York, and were vaccinated with BOOSTRIX during the Class Period in order to protect one or more other individuals from pertussis. Specifically excluded from the Settlement Class are (i) any woman who was vaccinated with BOOSTRIX while pregnant; (ii) GSK, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which GSK has a controlling interest; (iii) judges presiding over the Litigation; (iv) counsel of record for the Parties; and (v) all Persons who validly opt-out in a timely manner.

qq. The term “**Settlement Class Member**” means a member of the Settlement Class who does not submit a timely and valid request for exclusion from the settlement.

rr. The term “**Settlement Escrow Account**” means an interest-bearing escrow account, which shall be treated at all times as a “Qualified Settlement Fund” for federal income tax purposes pursuant to Internal Revenue Code (“Code”) § 468B and the Regulations issued thereto.

ss. The term “**Settlement Notice**” means the notice or notices required by the Notice Plan approved by the Court for providing notice of this settlement to the Settlement Class as set forth in Paragraph C. 6.

tt. The term “**Settlement Payment**” means a settlement check or electronic payment sent by the Settlement Administrator(s) to an Eligible Claimant.

uu. The term “**Settlement Website**” means the Settlement Website to be established by the Settlement Administrator(s) pursuant to the terms of this Settlement Agreement.

vv. The term “**Short-Form Publication Notice**” shall have the meaning ascribed to it in Paragraph C. 6. a. of this Settlement Agreement.

ww. The term “**Stipulation and Order**” shall refer to the Stipulation and Order Regarding Confidential Information entered in the Litigation at Dkt. # 37.

xx. The term “**Taxes**,” for purposes of the Qualified Settlement Fund, means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, (1) with respect to the income or gains earned by or in respect of the Settlement Escrow Account, or (2) by way of withholding as required by applicable law on any distribution by the Settlement Administrator(s) of any portion of the Settlement Escrow Account to Settlement Class Members or other Persons entitled to such distributions pursuant to this Settlement Agreement.

yy. The term “**Vaccine Act**” shall mean the National Childhood Vaccine Injury Act of 1986.

**B. CERTIFICATION OF THE SETTLEMENT CLASS AND CLASS REMEDY**

1. **Settlement Class Certification**. Pursuant to the procedure described herein, Plaintiff will seek the Court’s certification of the Settlement Class for settlement purposes only pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3).

2. **Appointment of Class Counsel.** Plaintiff will seek the Court's appointment of Mason A. Barney and Michael Connett of Siri & Glimstad LLP as Class Counsel.

3. **Preliminary Approval.**

a. Class Counsel shall file a Motion for Preliminary Approval of Class Action Settlement requesting that the Court certify the Settlement Class for settlement purposes only and enter a proposed Preliminary Approval Order.

b. The Motion for Preliminary Approval of Class Action Settlement shall seek to appoint Plaintiff as representative of the Settlement Class. Plaintiff, who has executed this Settlement Agreement and agrees to be bound by it, believes the settlement is in the best interests of the Settlement Class. Class Counsel shall give GSK a reasonable opportunity to provide comment on the draft motion before it is filed.

c. The proposed Preliminary Approval Order shall:

- i. Find that the requirements for certification of the Settlement Class have been satisfied, appoint Plaintiff as the representatives of the Settlement Class, appoint Class Counsel as counsel for the Settlement Class, and preliminarily approve the settlement as being within the range of reasonableness such that the Settlement Notice should be sent to the members of the Settlement Class;
- ii. Approve and direct the implementation of the Notice Plan and Settlement Notice as set forth in this Settlement Agreement;
- iii. Schedule the Final Approval Hearing not earlier than 135 days following the Preliminary Approval Date;
- iv. Appoint Angeion Group, LLC as the Settlement Administrator(s);

- v. Find that the Settlement Escrow Account is to be a “Qualified Settlement Fund” as defined in § 1.468B-1(c) of the Treasury Regulations;
- vi. Provide that any objections by any Settlement Class Member to the Settlement Agreement shall be heard and considered by the Court at the Final Approval Hearing only if, on or before the Objection and Opt-Out Deadline specified in the Settlement Notice and the Preliminary Approval Order, such objecting Settlement Class Member follows the procedures set forth in this Settlement Agreement as approved by the Court;
- vii. Establish dates by which the Parties shall file and serve all papers in support of the motion for final approval of the settlement, in response to any valid and timely objections, and/or in support of any attorneys’ fees and expenses and service awards;
- viii. Provide that all Settlement Class Members will be bound by the Final Approval Order and the Final Judgment unless such Person timely submits to the Settlement Administrator(s) a valid written request for exclusion in accordance with this Settlement Agreement and the Settlement Notice approved by the Court;
- ix. Provide that, pending the Final Approval Hearing and the Effective Date, all proceedings in the Litigation, other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement, shall be stayed;

- x. Provide that, pending the Final Approval Hearing, Plaintiff and all Settlement Class Members are enjoined from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims against any of the Released Parties, unless they have submitted a timely and valid request for exclusion from the settlement; and
- xi. Issue other related orders to effectuate the preliminary approval of the proposed settlement.

d. Following entry of the Preliminary Approval Order, the Notice Plan shall be effectuated in the manner directed and approved by the Court. The Parties agree that the methods of Settlement Notice described in this Settlement Agreement are valid and effective and that they provide reasonable and the best practicable notice to at least 75% of the Settlement Class.

e. Upon entry of the Preliminary Approval Order, Plaintiff, Class Counsel, GSK, and Counsel for GSK agree to use reasonable and good faith efforts to effectuate the Court's final approval of this Settlement Agreement, including filing the necessary motion papers and scheduling any necessary hearings for a date and time that are convenient for the Court.

**C. SETTLEMENT ADMINISTRATOR(S) AND NOTICE PLAN**

1. **Appointment of Settlement Administrator(s)**. The Settlement Administrator(s) will be appointed by the Court in the Preliminary Approval Order. The Settlement Administrator(s) shall be responsible for administering the Claim process and taking other actions as set forth in this Settlement Agreement. The Settlement Administrator(s)'s Fee shall be paid by GSK LLC. The Settlement Administrator(s) shall provide Class Counsel and Counsel for GSK with a Notice Plan that will be filed with Plaintiff's Motion for Preliminary Approval.

2. **No Liability for Claims Administered Pursuant to the Settlement Agreement.**

No Person shall have any claim against GSK, Counsel for GSK, Plaintiff, Class Counsel, the Released Parties, and/or the Settlement Administrator(s) based on any determinations, distributions, or awards made with respect to any Claim. For the avoidance of doubt, in no event shall Plaintiff, Class Counsel, GSK, Counsel for GSK, or any Released Party have any liability for claims of intentional, wrongful, or negligent conduct on the part of the Settlement Administrator(s) or its agents.

3. **Settlement Administrator(s) Duties.** The Settlement Administrator(s) shall:

- a. Use personal information acquired through the administration of the settlement solely for purposes of effectuating the Notice Plan and evaluating and paying Claims.
- b. Assign a manager to oversee the protection and appropriate management of personal information including, without limitation, for purposes of maintaining its confidentiality.
- c. Review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement.
- d. Take security countermeasures to prevent unauthorized access to personal information and the loss, destruction, falsification, and/or leakage of personal information.
- e. If outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit reuse of information for other purposes.
- f. Respond immediately with appropriate measures when necessary to disclose, correct, stop using, or eliminate contents of information.

g. Within one hundred and twenty (120) days after the completion of any check-cashing period following the Claim Deadline, and in compliance with applicable retention law, destroy all personal information obtained in connection with this settlement in a manner most likely to guarantee that such information shall not be obtained by unauthorized Persons.

4. **Settlement Administrator(s) Accounting.** The Settlement Administrator(s) shall maintain a complete and accurate accounting of all receipts, expenses (including settlement administration costs), and payments made pursuant to this Settlement Agreement. The accounting shall be made available on reasonable notice to Class Counsel and Counsel for GSK.

5. **Removal of Settlement Administrator(s).** If the Settlement Administrator(s) fails to perform adequately, then the Parties may agree to petition the Court to remove and replace the Settlement Administrator(s).

6. **Notice Plan.** The Notice Plan utilized to provide notice of this settlement to the Settlement Class shall be designed by a nationally recognized notice expert and approved by the Court in the Preliminary Approval Order. A summary of the Notice Plan, as set forth in the Declaration of S. Weisbrot, is attached hereto as **Exhibit D** (subject to any modifications from the Court). The Settlement Administrator(s) shall work with the notice expert to implement the Notice Plan for notification of the settlement to members of the Settlement Class through the best notice practicable under the circumstances, including publication notice designed to target Settlement Class Members. The cost of the Notice Plan shall be paid by GSK LLC as part of the Settlement Administrator(s)'s Fee. The Settlement Administrator(s) shall commence the Notice Plan no later than twenty-one (21) days after the Preliminary Approval Date (the "Notice Commencement Date"). The Notice Plan shall be effectuated by the Settlement Administrator(s) in a manner that

satisfies the due process rights of the Settlement Class such that it shall provide the best practicable notice to at least 75% of the Settlement Class, and shall include, at a minimum:

a. **Short-Form Publication Notice.** The Short-Form Publication Notice will be substantially in the form attached hereto as **Exhibit E** (subject to any modifications from the Court).

b. **Long-Form Notice of Settlement.** The Long-Form Notice of Settlement will be substantially in the form attached hereto as **Exhibit F** (subject to any modifications from the Court).

c. **Claim Form.** The Claim Form will be substantially in the form attached hereto as **Exhibit G** (subject to any modifications from the Court).

d. **Settlement Website.** No later than the Notice Commencement Date, the Settlement Administrator(s) shall establish and make live the Settlement Website, which shall be an Internet website concerning the settlement utilizing the domain name “BigBadCoughSettlement.com.” The Settlement Website shall be maintained by the Settlement Administrator(s) until 120 days after the time period for cashing all Settlement Payment checks has expired. The domain name of the Settlement Website shall be included in all Settlement Notices. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free phone number; (iii) copies of the Settlement Agreement, the Short-Form Publication Notice and Long-Form Notice of Settlement, the Claim Form, Court Orders regarding this settlement, and other relevant Court documents, including Class Counsel’s Motion for Approval of Attorneys’ Fees, Costs, and Service Awards;

and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically.

e. **Toll-Free Number.** No later than the Notice Commencement Date, the Settlement Administrator(s) shall establish a toll-free telephone number utilizing Interactive Voice Response technology and providing general information concerning deadlines for filing a Claim Form, opting out of or objecting to the settlement, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing. The toll-free number shall also provide an option to leave a message and for a return phone call but shall not be staffed with live operators. The toll-free number shall be maintained by the Settlement Administrator(s) during the time period that the Settlement Website is active. The toll-free telephone number shall be included on the Settlement Website and in the Short-Form Publication Notice and Long-Form Notice of Settlement.

f. **PO Box.** No later than the Notice Commencement date, the Settlement Administrator(s) shall establish a PO box. The PO Box shall be maintained by the Settlement Administrator(s) during the time period that the Settlement Website is active. The PO Box address shall be included on the Settlement Website and in the Long-Form Notice of Settlement.

g. **Email Address:** No later than the Notice Commencement date, the Settlement Administrator(s) shall establish a Settlement Email Address to which Settlement Class Members may send questions. The Settlement Email Address shall be approved by Class Counsel and Counsel for GSK and shall be listed on the Settlement Website. The Settlement Administrator(s) shall regularly (i.e. at least every day) monitor the Settlement Email Address account and shall promptly respond to emails received there.

h. **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, GSK LLC, through the Settlement Administrator(s), shall mail all required notices in accordance with their obligations thereunder.

7. **Proof of Compliance with Notice Plan.** The Settlement Administrator(s) shall provide Class Counsel and Counsel for GSK with a declaration detailing all of its efforts regarding the Notice Plan, its timely completion of the Notice Plan, and its reach to the members of the Settlement Class, to be filed as an exhibit to Plaintiff's Motion for Final Approval of Class Action Settlement.

8. **Settlement Administrator(s) Database.** The Settlement Administrator(s) shall maintain and preserve records of all claims and claims correspondence, including any associated metadata, as well as records of all of its activities in a computerized database with easily retrievable records related to the settlement, including logs of all telephone calls, and mailings; visits to the Settlement Website; and all other contacts with actual and potential members of the Settlement Class. The database shall also include a running tally of the number and types of materials mailed or disseminated by the Settlement Administrator(s). The Settlement Administrator(s) shall provide Class Counsel and Counsel for GSK with weekly written reports throughout the Claim Period summarizing all statistics and actions taken by the Settlement Administrator(s) in connection with administering the settlement.

9. **Clarity of Communication.** For the Parties' mutual understanding and to avoid confusion about the nature of the Lawsuit and the Settlement Agreement, the Settlement Website, Long-Form Notice of Settlement, and Motion for Preliminary Approval shall reflect that (1) BOOSTRIX has been and remains approved by the FDA for immunization against pertussis, tetanus, and diphtheria; (2) Plaintiff did not and does not allege that she contracted pertussis or

transmitted pertussis to anyone else; and (3) the Advertising Campaign accurately portrayed the CDC's guidance for pertussis vaccination from the relevant time period. Subject to space constraints, the Short-Form Publication Notice shall reflect the sum and substance of the statements in the immediately preceding sentence (as agreed by the Parties). Each Short-Form Publication Notice shall reflect, at a minimum, that (1) BOOSTRIX remains FDA-approved, and (2) the advertisements accurately portrayed relevant CDC guidance. Further, the Settlement Website, Short-Form Publication Notice and Long-Form Notice of Settlement, and Motion for Preliminary Approval shall *not* reflect that the Plaintiff challenged the safety or efficacy of BOOSTRIX for protecting the vaccine recipients themselves.

**D. CONSIDERATION TO THE SETTLEMENT CLASS**

1. **GSK's Dealings with Settlement Class Members**. If contacted about this Settlement Agreement or a Claim by a Settlement Class Member, GSK LLC will use reasonable efforts to refer that Person to the Settlement Administrator(s) by providing to them the name of the Settlement Administrator(s), the domain name of the Settlement Website, the established toll free number regarding the settlement, and the settlement email address.

2. **Monetary Relief**. GSK LLC shall provide the following monetary relief to Eligible Claimants.

- a. Only one (1) Claim may be filed per Settlement Class Member.
- b. The Settlement Administrator(s) shall pay a total of \$50 to each Eligible Claimant who timely submits a complete Claim Form with Attestation of Vaccination demonstrating a valid Claim as determined by the Settlement Administrator(s) and, in addition, timely submits Qualifying Proof of Vaccination. (a "Claim With Proof")

c. The Settlement Administrator(s) shall pay a total of \$10 to each Eligible Claimant who timely submits a complete Claim Form with Attestation of Vaccination demonstrating a valid Claim as determined by the Settlement Administrator(s) but does not, in addition, timely submit Qualifying Proof of Vaccination. (a “Claim Without Proof”)

d. Claimants will be eligible to begin submitting Claims on the Notice Commencement Date.

3. **Funding of Settlement.**

a. The Settlement Administrator(s) will provide to GSK and Class Counsel periodic updates, from time to time, regarding the number of timely Claims deemed valid and approved.

b. As of the Effective Date, the Settlement Administrator(s) will communicate, in writing, to GSK and Class Counsel an approximate amount of funds needed to pay all timely Claims that the Settlement Administrator(s) has deemed valid and approved as of the Effective Date. No later than fourteen (14) days after the Effective Date, GSK will fund an account, as agreed upon by and accessible to, the Settlement Administrator(s), through which the Settlement Administrator(s) shall pay those timely, valid and approved Claims.

c. Should the Settlement Administrator(s) determine that additional funds may be needed in order to pay Claims deemed valid and approved after the Effective Date, the Settlement Administrator(s) must provide written notice to GSK and Class Counsel of the need for (and amount of) additional funding and GSK shall provide such additional funding within ten (10) days of receipt of that written communication.

d. Following the payment of all timely, valid and approved Claims by the Settlement Administrator, any funds advanced by GSK and remaining in the account will be returned to GSK in a method agreed upon by GSK and the Settlement Administrator(s).

4. **Claim Process.**

a. The Settlement Administrator(s) will develop a Claim Form and submission process that contains reasonable anti-fraud provisions and mechanisms to facilitate the validation and verification of Claims and the allocation of the Settlement Payments to Eligible Claimants.

b. Any individual who wishes to submit a Claim must timely complete, sign (by hard copy or electronic signature), and submit a Claim Form and provide the Settlement Administrator(s) with all requested information. All Claim Forms shall be submitted to the Settlement Administrator(s) under oath. To be considered timely, Claim Forms must be received by the Settlement Administrator(s) or postmarked on or before the final day of the Claim Period. Claim Forms shall be processed in the order in which they are received, to the extent practicable. Class Counsel and Counsel for GSK shall have the right to review the Claim files of the Settlement Administrator(s) at any time. The Settlement Administrator(s) shall have the right to confer with Class Counsel and Counsel for GSK with respect to any Claim.

5. **Claim Review.**

a. The Settlement Administrator(s) shall use reasonable efforts and means to identify and reject deficient, duplicate and/or likely fraudulent claims in accordance with this section, including, without limitation, employing reasonable procedures to screen claims for abuse or fraud and deny Claim Forms that the Settlement Administrator determines are likely fraudulent. This may include the use of procedures employed by ClaimScore to identify

potentially fraudulent claims. The Settlement Administrator shall have the right to request additional information to validate suspicious or potentially fraudulent Claims.

b. The Settlement Administrator(s) shall determine whether a Claim Form submitted by a Claimant is an approved claim and, consistent with the procedures in sub-section c below, shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. The Settlement Administrator(s) will have the discretion to undertake, or cause to be undertaken, further verification and investigation, including the nature and sufficiency of any Claim Form, as set forth below.

c. The Settlement Administrator(s) shall address deficient, suspicious, and/or potentially fraudulent claims in the following manner:

- i. If the Settlement Administrator(s) determines that a Claim constitutes a Programmatic Submission, the Parties agree that the Settlement Administrator(s) shall reject the Claim and shall not provide notice of rejection to the Claimant. Instead, the Settlement Administrator(s) shall, from time to time, provide Class Counsel and Counsel for GSK with a list of Claims identified as constituting Programmatic Submissions.
- ii. If the Settlement Administrator(s) determines that a claim is suspicious or potentially fraudulent, except in cases of a Programmatic Submission as described above, the Settlement Administrator(s) shall timely contact Class Counsel and Counsel for GSK and, in consultation with Class Counsel and Counsel for

GSK, may contact the Claimant as set forth below in sub-section d, and if, after the time period set forth below for the Claimant to establish the legitimacy of the claim and/or cure any defect, the Claimant fails to establish the legitimacy of the claim and/or cure any defect, then the Settlement Administrator(s) shall reject the claim.

- iii. If the Settlement Administrator(s) determines that a Claimant has submitted a Claim Form that is deficient, but is not determined by the Settlement Administrator(s) to be suspicious or potentially fraudulent, the Settlement Administrator(s) shall provide notice to the Claimant as set forth below in sub-section d, and if, after the time period set forth below for the Claimant to cure such defect, the Claimant fails to cure, then the Settlement Administrator(s) shall reject the claim.
- iv. If any Claimant submits a Claim Form that is otherwise valid, and seeks a Claim With Proof of Payment, but fails to provide satisfactory Qualifying Proof of Vaccination, the Settlement Administrator(s) shall provide notice to the Claimant as set forth below in sub-section d, and if, after the time period set forth for the Claimant to cure such defect, the Claimant fails to provide Qualifying Proof of Vaccination, then the claim shall be treated as a Claim Without Proof.

d. Any notice sent pursuant to sub-section c shall be sent by email (or letter if no email is available) and shall inform the Claimant of the deficiency, and what additional and reasonable information may be requested to establish the legitimacy of the claim and cure any deficiency. Class Counsel and Counsel for GSK shall be consulted with regard to the language and format used in such communications. A Claimant who receives such a notice from the Settlement Administrator(s) shall have twenty-one (21) days from receipt of the notice to submit the requested information. If the Claimant fails to submit the necessary information within that time, or even with that information the Settlement Administrator(s) determines that the claim remains deficient, suspicious, or likely fraudulent, then the claim shall be treated as set forth in sub-section c above. Class Counsel and Counsel for GSK shall be provided with a summary of all such notifications to Claimant. All decisions by the Settlement Administrator(s) are final and not subject to appeal other than as provided below in sub-section e for contesting the rejection of a claim.

e. If any Claimant whose Claim Form has been finally rejected, in whole or in part, and who receives a rejection notice desires to contest such rejection, the Claimant must, within twenty-one (21) days from receipt of the rejection notice, transmit to the Settlement Administrator(s) by U.S. mail or by email to the Settlement Email Address a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator(s), in consultation with Class Counsel and Counsel for GSK, of the denial of the claim. If Class Counsel and Counsel for GSK cannot agree on a resolution of Claimant's notice contesting the rejection, the disputed claim shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution.

f. Claims must be submitted by the Claimant. Except for claims submitted by an authorized individual on behalf of a Claimant that is incapable of submitting the Claim himself or herself or those expressly permitted by the terms of this agreement, claims submitted by anyone other than the Claimant shall be rejected.

g. The Settlement Administrator(s) shall determine in its sole discretion whether any documentation submitted by a Claimant constitutes Qualifying Proof of Vaccination. The Settlement Website will be programmed not to allow the final submission of any Claim Form in which the would-be Claimant indicates that he or she is submitting Qualifying Proof of Vaccination with the Claim Form but fails to upload any purported Qualifying Proof of Vaccination.

6. **Distribution To Eligible Claimants.** The Settlement Administrator(s) shall begin paying timely, valid, and approved Claims as promptly as is reasonably possible after the Effective Date, but in no event more than forty-five (45) days following the Effective Date. The Settlement Administrator(s) shall pay Eligible Claimants by electronic means to the extent possible. Settlement Payments issued by check will remain valid for 180 days, and will be deemed void if not negotiated before the 180-day period expires.

7. **Uncashed Settlement Payments.** All checks or electronic payments issued for the cash settlement benefit shall be void if not negotiated within 180 calendar days of their date of issue. Checks shall contain a legend specifying this period and Eligible Claimants with unclaimed electronic payments shall receive a reminder communication specifying this period. Following the expiration of the 180-day period, the Settlement Administrator shall be responsible for performing any and all obligations that may be required by any pertinent state's unclaimed property laws and procedures in connection with uncashed checks or unclaimed electronic funds

**E. OPT-OUTS AND OBJECTIONS**

**1. Requests for Exclusion.**

a. Settlement Class Members may submit a request for exclusion from (*i.e.*, “opt-out” of) the settlement pursuant to Federal Rule of Civil Procedure 23(c)(2)(B)(v). A member of the Settlement Class who submits a request for exclusion cannot object to the settlement and is not eligible to receive any Settlement Payment.

b. To validly request exclusion from the Settlement Class, a member of the Settlement Class must submit a written opt-out request to the Settlement Administrator(s) so that it is postmarked by the Objection and Opt-Out Deadline stating that “I wish to exclude myself from the Settlement Class in the BOOSTRIX Advertising Campaign Class Action Settlement” (or substantially similar clear and unambiguous language). That written request shall contain said Person’s printed name, address, telephone number, email address, and date of birth. The request for exclusion must contain the written signature of said Person seeking to exclude himself or herself from the Settlement Class.

c. Requests for Exclusion cannot be made on a group or class basis.

d. The Settlement Administrator(s) on a weekly basis will provide by email copies of all requests for exclusion to counsel for the Parties.

e. Any Settlement Class Member who does not submit a valid and timely written request for exclusion as provided in this Settlement Agreement shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending, or subsequently initiates litigation, against any Released Party relating to the Released Claims.

f. A member of the Settlement Class who opts out can, on or before the Objection and Opt-Out Deadline, withdraw their request for exclusion by submitting a written request to the Settlement Administrator(s) stating their desire to revoke their request for exclusion along with their written signature.

g. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as a request for exclusion.

2. **Objections.** Any Settlement Class Member who does not submit a written request for exclusion may present a written objection to the settlement explaining why he or she believes the Settlement Agreement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member who wishes to submit an objection must deliver the written objection to the Court and the Settlement Administrator(s) so that it is postmarked by the Objection and Opt-Out Deadline, and subject to the following requirements.

a. The written objection shall contain (a) the Settlement Class Member's printed name, address, telephone number, and date of birth; (b) evidence showing that the objector is a Settlement Class Member; (c) a detailed written statement of the objection(s) and the aspect(s) of the settlement being challenged, as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention; (d) any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection; (e) the written wet signature of the Settlement Class Member making the objection; (f) the name and contact information for any attorney representing the Settlement Class Member; and (g) a statement on whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Final Approval Hearing.

b. A Settlement Class Member may object on his or her own behalf or through an attorney; however, even if represented, the Settlement Class Member must individually sign the objection and all attorneys who are involved in any way asserting objections on behalf of the Settlement Class Member must be listed on the objection papers. Counsel for the Parties may take the deposition of any objector prior to the Final Approval Hearing in a location convenient for the objector (including by remote video deposition at the Parties' election).

c. The Settlement Administrator(s) shall on a weekly basis provide to counsel for the Parties via email copies of any objections received.

d. Any objector who files and serves a timely written objection as described above may appear at the Final Approval Hearing, either in person at their own expense or through personal counsel hired at the objector's expense, to object to the fairness, reasonableness, or adequacy of any aspect of the settlement on the basis set forth in his or her objection. As noted above, objectors or their attorneys who intend to make an appearance at the Final Approval Hearing must state their intention to appear in the written objection delivered to the Settlement Administrator(s).

e. Any Settlement Class Member who fails to comply with the objection provisions of this Settlement Agreement shall waive and forfeit any and all rights that he or she may have to appear separately and/or to object to the settlement, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in the Litigation, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending or subsequently initiates litigation against any Released Party relating to the Released Claims.

3. The exclusive means for any challenge to this settlement shall be through the objection provisions of this Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Approval Order, the Final Judgment, or any Attorneys' Fees, Costs, and Service Awards Order shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

4. An objector shall be entitled to all of the benefits of the settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objector complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including, without limitation, the timely and complete submission of a Claim Form. A Settlement Class Member who objects can, on or before the Final Approval Hearing, withdraw their objection by submitting a written request to the Settlement Administrator(s) stating their desire to withdraw their objection along with their written wet signature.

5. If a Settlement Class Member or counsel for the Settlement Class Member who submits an objection to this settlement has objected to a class action settlement on any prior occasion, then the objection shall also disclose all cases in which they have filed an objection by caption, court and case number, and for each case, the disposition of the objection.

6. The Parties shall be entitled to file responses to any objections to the settlement no later than 7 days prior to the Final Approval Hearing.

**F. RELEASE OF CLAIMS**

1. **Release.** Upon the Effective Date, all Settlement Class Members, on behalf of themselves and their agents, heirs, executors, administrators, successors, assigns, insurers, and representatives (the "Releasing Parties"), shall release and forever discharge GlaxoSmithKline plc (now known as GSK plc) and GlaxoSmithKline LLC and their respective administrators, insurers,

reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries, affiliates, and joint venture partners, and any sales agents and distributors, wholesalers, retailers, or any other party in the chain of distribution and retail sale of BOOSTRIX, and all of the foregoing Persons' respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, insurers, and representatives (collectively, the "Released Parties"), from each and every claim of liability, on any legal or equitable ground whatsoever, including relief under federal law or the laws of any state, relating to or arising from the Advertising Campaign and/or the characteristics of BOOSTRIX that Plaintiff challenges in the Lawsuit including, without limitation, all past, present, or future claims, damages, or liability on any legal or equitable ground whatsoever, known or unknown, that were or could have been asserted in the Lawsuit that relate to or arise from the Advertising Campaign.

2. **Exclusions from Release.** Expressly excluded from the Release are all personal injury claims other than those relating to or arising from (i) the receipt of an injection associated with each Settlement Class Member's vaccination with BOOSTRIX to the extent the claim is based on an allegation that BOOSTRIX does not prevent or reduce transmission or the claim is in any way related to the Advertising Campaign or (ii) each Settlement Class Member's form of immunity to pertussis associated with each Settlement Class Member's vaccination with BOOSTRIX to the extent the claim is based on an allegation that BOOSTRIX does not prevent or reduce transmission or the claim is in any way related to the Advertising Campaign.

3. **Assumption of Risk.** Each of the Releasing Parties hereby does, and shall be deemed to, assume the risk that facts additional, different, or contrary to the facts that each believes or understands to exist, may now exist or may be discovered after the date this Settlement Agreement is fully executed. Each of the Releasing Parties agrees that any such additional,

different, or contrary facts shall in no way limit, waive, or reduce the foregoing Release, which shall remain in full force and effect.

4. **California Civil Code and Any Counterparts from Other States.** All Releasing Parties will be deemed by the Final Approval Order and the Final Judgment to acknowledge and waive Section 1542 of the California Civil Code, which provides that: **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.”** Plaintiff and the Settlement Class Members, on behalf of all Releasing Parties, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that the Releasing Parties are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the Release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each Party expressly acknowledges that it has been

advised by its attorneys of the contents and effect of Section 1542, and with knowledge, each of the Parties hereby expressly waives whatever benefits it may have had pursuant to such section. Plaintiff acknowledges, and the Releasing Parties shall be deemed by operation of the Final Approval Order and the Final Judgment to have acknowledged, that the foregoing waiver was expressly bargained for and a material element of the Settlement of which this Release is a part.

5. **No Assignment of Claims.** Plaintiff represents and warrants that she is the sole and exclusive owner of all claims that she personally is releasing under the Settlement Agreement. Plaintiff further acknowledges that she has not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Litigation, including without limitation any claim for benefits, proceeds, or value under the Litigation, and that Plaintiff is not aware of anyone other than herself claiming any interest, in whole or in part, in the Litigation or in any benefits, proceeds, or values under the Litigation.

6. **Dismissal with Prejudice.** Upon the Effective Date, the Released Claims of the Settlement Class Members and Releasing Parties will be dismissed with prejudice.

**G. ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

1. **Payment of Attorneys' Fees and Costs.** The Parties agreed to the material terms set forth in this Settlement Agreement and the structure of relief for the Settlement Class, before discussing an appropriate Attorneys' Fee or Service award.

a. Within the time period established by the Court, and no later than thirty (30) days prior to the Objection and Opt-Out Deadline, Class Counsel will file a Motion for Approval of Attorneys' Fees, Costs, and Service Awards to be paid by GSK LLC, which shall be included on the Settlement Website. For the purpose of such motion, Class Counsel may

represent to the Court that Plaintiff's filing of the Predecessor Action played some role in the discontinuation and/or modification of portions of the Advertising Campaign. Class Counsel in the Litigation shall apply for the attorneys' fees not to exceed one million, nine hundred and fifty thousand dollars (\$1,950,000) in full satisfaction of their claim for costs and attorneys' fees. Class Counsel shall provide GSK with W-9 Forms prior to such payment.

b. Plaintiff certifies and agrees that any acceptance of this settlement is not based on any expectation of a service award, and that, although Class Counsel will seek a service award, the decision of whether to award a service award will be left to the discretion of the Court. With that understanding, GSK agrees that it will not oppose a request for a service award of up to Seven Thousand Dollars (\$7,000.00) for Lori DeCostanzo in recognition of her time, costs, and effort in the Litigation, including her undertaking of related risks and burdens. Class Counsel will provide a W-9 Form for Lori DeCostanzo prior to such payment.

c. The Parties further agree that GSK shall not pay, or be obligated to pay, any amounts in excess of those set forth in Paragraphs G.1.a and G.1.b. for any Attorneys' Fees, Costs, and Service Award.

d. In the Motion for Final Approval of Class Action Settlement, Plaintiff shall request that any Attorneys' Fees, Costs, and Service Awards be set forth in an order separate from the Final Approval Order and the Final Judgment so that any appeal of the Attorneys' Fees, Costs, and Service Awards shall not constitute an appeal of the Final Approval Order or the Final Judgment. Any order or proceedings relating solely to the application for Attorneys' Fees, Costs, and Service Awards, or any appeal solely from any Attorneys' Fees, Costs, and Service Award, or reversal or modification of any such Attorneys' Fees, Costs, and Service Awards, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the Effective Date.

e. Within seven (7) days of the Court entering the Final Approval Order and the Final Judgment (and, if in a separate order, the later of entry of the Final Approval Order and Final Judgment and an order approving the Attorneys' Fees, Costs, and Service Awards), the Parties will negotiate and execute an appropriate escrow agreement.

i. Within fourteen (14) days of the Court entering the Final Approval Order and the Final Judgment (and, if in a separate order, the later of entry of the Final Approval Order and Final Judgment and an order approving the Attorneys' Fees, Costs, and Service Awards), GSK LLC will pay the approved fees, costs, and service awards into the Settlement Escrow Account. The Parties agree that the payment will not be released from escrow to Class Counsel until the Effective Date. If the Attorneys' Fees, Costs, and Service Awards is set forth in a separate order as provided in this Settlement Agreement, then payment will not be released until the later of (a) the Effective Date or the time for filing notice of any appeal from the Attorneys' Fees, Costs, and Service Awards if no appeal is filed; or (b) if an appeal is filed, the latest of (i) the date of final affirmance of that Attorneys' Fees, Costs, and Service Awards, (ii) the expiration of the time for a petition for writ of certiorari to review the Attorneys' Fees, Costs, and Service Awards if affirmed, the denial of certiorari, or, if certiorari is granted, the date of final affirmance of the Attorneys' Fees, Costs,

and Service Awards following review pursuant to that grant; or (iii) the date of final dismissal of any appeal from the Attorneys' Fees, Costs, and Service Awards or the final dismissal of any proceeding on certiorari to review the Attorneys' Fees, Costs, and Service Awards that has the effect of confirming the Attorneys' Fees, Costs, and Service Awards. For avoidance of doubt, payment will not be released until the Court enters an order approving the Attorneys' Fees, Costs, and Service Awards and there has been the successful exhaustion of all appeal periods without appeal or resolution of any appeals or certiorari proceedings in a manner upholding in whole or in part the Attorneys' Fees, Costs, and Service Awards.

g. The Attorneys' Fees, Costs, and Service Awards approved by the Court shall be paid to Class Counsel. Class Counsel shall then distribute the Service Award to Plaintiff. Under no circumstances will GSK be liable to Class Counsel, or any other attorney or law firm, for, because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees and costs after such funds are paid to Class Counsel; and Class Counsel, and each of them, release GSK from any and all disputes or claims because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees and costs other than as set forth herein.

h. Class Counsel shall not be entitled to any compensation from any Released Party for fees or expenses incurred in connection with the Litigation beyond those awarded by the Court and subject to the limitations in this Settlement Agreement.

## **H. FINAL APPROVAL**

1. **Motion for Final Approval of Settlement.** Pursuant to the schedule set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion and supporting papers requesting that the Court grant final approval of this Settlement Agreement and for entry of a Final Approval Order and Final Judgment (each of which is to be agreed upon by the Parties and filed with the Motion for Final Approval). Once preliminary approval is granted, there will be a reasonable period for notice and further proceedings, which the Parties will propose and shall be established by the Court. Class Counsel will separately move for approval of attorneys' fees, costs, and service awards. Class Counsel shall give GSK a reasonable opportunity to provide comment on the draft Motion for Final Approval before it is filed. The proposed Final Approval Order shall propose that the Court:

- a. Determine that the Court has personal jurisdiction over Plaintiff and Settlement Class Members, that the Court has subject matter jurisdiction over the claims asserted in this Litigation, and that venue is proper;
- b. Finally approve the Settlement Agreement and settlement as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23;
- c. Finally approve and certify the Settlement Class for settlement purposes only;
- d. Find that the Notice Plan, Settlement Notice, and dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution, and was fair, adequate, and sufficient, as the best practicable notice under the circumstances, and as reasonably calculated to apprise members of the Settlement Class of the

- Litigation, the Settlement Agreement, their objection rights, and their exclusion rights;
- e. Dismiss the Litigation with prejudice and without costs (except as provided for in this Settlement Agreement as to costs);
  - f. Incorporate the Release set forth in the Settlement Agreement and make the Release effective as of the Effective Date;
  - g. Certify that the notification requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, have been met;
  - h. Authorize the Parties to implement the terms of the Settlement Agreement;
  - i. Permanently enjoin Plaintiff and all other Settlement Class Members and those subject to their control, from commencing, maintaining, or participating in, or permitting another to commence, maintain, or participate in on their behalf, any Released Claims against the Released Parties;
  - j. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Approval Order, and the Final Judgment, and for any other necessary purpose; and
  - k. Issue related Orders to effectuate the final approval of the Settlement Agreement and its implementation.
  - l. Comply with the requirements of Federal Rule of Civil Procedure 23 regarding the requirements of members to be bound by the Settlement Agreement, which includes identifying the list of all opt-outs (which shall

be submitted to the Court no later than seven (7) days before the Final Approval Hearing).

To be clear, the foregoing list are items to appear in the order to be proposed by the parties. If the Court does not adopt that order, or portions of it, those shall not be grounds to cancel or amend this agreement, so long as the Court’s Final Approval Order satisfies in sum and substance sub-sections a, b, c, d, e, f, g, h, k, and l above.

2. **Exclusive Remedy, Dismissal of Action and Jurisdiction of Court.** All Settlement Class Members submit to the jurisdiction of the Court and will be bound by the terms of this Settlement Agreement, including, without limitation, the Release set forth herein. This Settlement Agreement sets forth the sole and exclusive remedy for any and all Released Claims of Settlement Class Members against GSK and the Released Parties. Upon entry of the Final Approval Order, each Settlement Class Member who has not validly and timely opted out of the Settlement Class and any Person that has made or is entitled to make a claim through or in the name or right of a Settlement Class Member shall be barred from initiating, asserting, continuing, or prosecuting any Released Claims against GSK and/or any Released Party.

**I. SETTLEMENT TIMELINE**

Key deadlines for this Settlement Agreement are listed below:

Commence Notice Plan	21 days from the Preliminary Approval Date.
Claim Deadline	90 days from the Notice Commencement Date
Objection and Opt-Out Deadline	60 days from the Notice Commencement Date
Plaintiff’s Motion for Attorneys’ Fees, Costs, and Service Awards	30 days prior to the Objection and Opt-Out Deadline
Motion for Final Approval and Response to Objections (if any)	21 days prior to the Final Approval Hearing
Final Approval Hearing	No earlier than 135 days from the Preliminary Approval Date (subject to Court availability)

**J. OTHER TERMS AND CONDITIONS**

1. **No Admission of Liability.** This Settlement Agreement is made for the sole purpose of attempting to consummate a settlement of the Litigation. This Settlement Agreement is made in compromise of disputed claims and shall not be construed as an admission of liability by GSK or any Released Party. Because this is a class action settlement, this Settlement Agreement must receive preliminary and final approval by the Court. It is an express condition of this Settlement Agreement that the Court shall enter the Final Approval Order and Final Judgment and that the Settlement Agreement reach the Effective Date. In the event the Effective Date does not occur, this Settlement Agreement shall be terminated and only those provisions necessary to effectuate such termination and to restore fully the Parties to their respective positions before entry of this Settlement Agreement shall be given effect and enforced. In such event, the Parties shall bear their own costs and attorneys' fees in all respects, including without limitation with regard to the efforts to obtain any Court approval under this Settlement Agreement (except the reasonable costs of the Notice Plan and Settlement Administration that were incurred at the time of termination, which shall be paid by GSK LLC).

2. **Exclusive and Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Settlement Agreement and its own orders and judgments.

a. In the event of a breach by Plaintiff, GSK, or a Settlement Class Member of this Settlement Agreement, the Court may exercise all of its equitable powers to enforce this Settlement Agreement, as well as the Final Approval Order and Final Judgment, irrespective of

the availability or adequacy of any remedy at law. Such powers include, among others, specific performance and injunctive relief.

b. GSK, Class Counsel, and Plaintiff agree, and Settlement Class Members will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of the Court for the resolution of any matter covered by this Settlement Agreement, the Release, the Final Approval Order, or the Final Judgment, or the applicability of this Settlement Agreement, the Release, the Final Approval Order, or the Final Judgment.

c. All applications to the Court with respect to any aspect of this Settlement Agreement, the Release, the Final Approval Order, or the Final Judgment shall be presented to and be determined by the Court for resolution.

d. In the event that the provisions of this Settlement Agreement, the Release, the Final Approval Order, or the Final Judgment are asserted by any Released Party as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection in any other suit, action, or proceeding by any Releasing Party or any other Person covered by the Release, it is hereby agreed that the Released Party shall be entitled to seek an immediate stay of that suit, action, or proceeding until after the Court has entered an order or judgment determining any issues relating to the defense or objections based on such provisions.

3. **Stay of Proceedings.** The proposed Preliminary Approval Order shall request that all further proceedings in the Litigation be stayed except as necessary to approve and effectuate the settlement.

4. **Defendants' Attorneys' Fees and Costs.** GSK shall bear its own attorneys' fees and costs in the Litigation.

5. **Representation by Counsel.** The Parties are represented by competent counsel, and they have had an opportunity to consult, and have consulted, with counsel prior to executing this Settlement Agreement. Each Party represents that it understands the terms and consequences of executing this Settlement Agreement, and executes it and agrees to be bound by the terms set forth herein knowingly, intelligently, and voluntarily.

6. **Mutual Full Cooperation.** The Parties agree to cooperate with each other in good faith to accomplish the terms of this Settlement Agreement, including the execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement and obtain the Court's final approval of the Settlement Agreement, including the entry of an order dismissing the Litigation with prejudice.

7. **No Tax Advice.** Neither the Parties nor their counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, and no Person shall rely on anything contained in this Settlement Agreement to provide tax advice, and shall obtain his, her, or its own independent tax advice with respect to any payment under this Settlement Agreement.

8. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing by mail or email and addressed as follows:

To Plaintiff and the Settlement Class:

SIRI & GLIMSTAD LLP  
Aaron Siri  
aaron@sirillp.com  
Elizabeth A. Brehm  
ebrehm@sirillp.com  
Mason A. Barney  
mbarney@sirillp.com  
745 Fifth Avenue, Suite 500

New York, New York 10151  
Tel: (888) 747-4529

Michael P. Connett  
mconnett@sirillp.com  
700 S. Flower Street, Suite 1000  
Los Angeles, California 90017  
Tel: (888) 747-4529

To GSK:

MORGAN, LEWIS & BOCKIUS LLP  
J. Gordon Cooney, Jr.  
gordon.cooney@morganlewis.com  
Natalie Georges  
natalie.georges@morganlewis.com  
2222 Market Street  
Philadelphia, Pennsylvania 19103  
Tel: 215-963-5000  
Fax: 215-963-5001

Grant R. MacQueen  
grant.macqueen@morganlewis.com  
101 Park Avenue  
New York, New York 10178  
Tel: (212) 309-6000  
Fax: (212) 309-6001

9. **Drafting of Agreement.** The language of all parts of this Settlement Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Settlement Agreement. The Parties acknowledge that the terms of this Settlement Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and its counsel cooperated in the drafting and preparation of this Settlement Agreement, and this Settlement Agreement shall not be construed against any Party because of their role in drafting it.

10. **Governing Law.** This Settlement Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws rules, precedent, or case law.

11. **Modification.** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by all Parties hereto. The Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

12. **Integration.** This Settlement Agreement and its Exhibits contain the entire agreement between the Parties relating to the settlement and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or its counsel, are merged herein. Each Party represents and warrants that it is not relying on any representation not expressly included in this Settlement Agreement. No rights hereunder may be waived except in writing.

13. **Extensions.** The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

14. **Use in Other Proceedings.** The Parties expressly acknowledge and agree that this Settlement Agreement and its Exhibits, along with all related drafts, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Litigation, in any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties, their counsel, or the Released Parties. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court

proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any Person, including, but not limited to, the Released Parties, Plaintiff, or the Settlement Class or as a waiver by the Released Parties, Plaintiff, or the Settlement Class of any applicable privileges, claims, or defenses.

15. **Use of Confidential Information.** For the avoidance of doubt, the parties further agree that the Stipulation and Order Regarding Confidential Information (Dkt. No. 37-1), shall survive this Settlement Agreement. Any documents designated as “Confidential” or “Highly Confidential” (as defined by the Stipulation and Order) during the course of the Litigation and prior to the Settlement Date shall remain so designated and shall be destroyed in accordance with Paragraph 23 the parties’ Stipulation and Order in this case. Without limiting the terms of the Stipulation and Order Regarding Confidential Information, the Parties agree not to use any documents (or their contents) designated as “Confidential” or “Highly Confidential,” for the purpose of the Litigation, as of the Effective Date in any future litigation or for any business, commercial, competitive, personal, or other purpose without the express written consent of the Party designating the documents.

16. **Public Comment.** Other than in court filings or as required by law, the Parties shall not make any public statements about the Lawsuit or Settlement Agreement that are not in the public domain, unless the Parties otherwise agree. Nothing herein shall be construed in a manner that would result in counsel needing to violate his or her duties.

17. **Subheadings.** Subheadings in this Settlement Agreement are for purposes of clarity only and are not intended to modify the terms of this Settlement Agreement’s text, which are controlling.

18. **Waiver**. The waiver by any party to this Settlement Agreement of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Settlement Agreement, whether prior, subsequent, or contemporaneous.

19. **Signatures**. Each Person executing this Settlement Agreement on behalf of any Party warrants that such Person has the authority to do so. This Settlement Agreement shall be binding upon, and inure to the benefit of, the agents, heirs, executors, administrators, successors, and assigns of the Parties.

20. **Counterparts**. This Settlement Agreement may be executed in any number of counterparts, including by electronic signature, each of which shall be deemed to be an original. All counterparts shall constitute one Settlement Agreement, binding on all Parties hereto, regardless of whether all Parties are signatories to the same counterpart, but the Settlement Agreement will be without effect until and unless all Parties to this Settlement Agreement have executed a counterpart.

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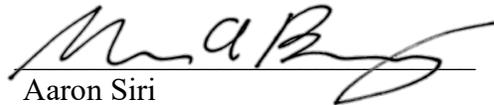
**AGREED AND ENTERED INTO BY THE PARTIES AND THEIR RESPECTIVE  
COUNSEL ON THE DATES SET FORTH BELOW:**

Dated: April 21, 2025

Lori DeCostanzo  
Lori DeCostanzo (Apr 21, 2025 17:25 EDT)

Lori DeCostanzo  
*Plaintiff*

Dated: April 21, 2025



Aaron Siri  
Elizabeth Brehm  
Mason A. Barney  
SIRI & GLIMSTAD LLP  
745 Fifth Avenue, Suite 500  
New York, New York 10151  
Tel: (888) 747-4529  
aaron@sirillp.com  
ebrehm@sirillp.com  
mbarney@sirillp.com

Michael P. Connett  
mconnett@sirillp.com  
SIRI & GLIMSTAD LLP  
700 S. Flower Street, Suite 1000  
Los Angeles, California 90017  
Tel: (888) 747-4529

*Attorneys for Plaintiff and the Settlement  
Class*

Dated: April 21, 2025

\_\_\_\_\_  
By:  
Position:

*On behalf of GlaxoSmithKline plc, now  
known as GSK plc*

Dated: April 21, 2025

*Brennan Torregrossa*

By: Brennan Torregrossa  
Position: Senior Vice President of Litigation

*On behalf of GlaxoSmithKline LLC*

Dated: April 21, 2025

*J. Gordon Cooney, Jr.*

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J. Gordon Cooney, Jr.  
gordon.cooney@morganlewis.com  
Natalie Georges  
natalie.georges@morganlewis.com  
MORGAN, LEWIS & BOCKIUS LLP  
2222 Market Street  
Philadelphia, Pennsylvania 19103  
Tel: (215) 963-5000  
Fax: (215) 963-5001

Grant R. MacQueen  
grant.macqueen@morganlewis.com  
MORGAN, LEWIS & BOCKIUS LLP  
101 Park Avenue  
New York, New York 10178  
Tel: (212) 309-6000  
Fax: (212) 309-6001

*Attorneys for GlaxoSmithKline plc, now  
known as GSK plc, and GlaxoSmithKline  
LLC*

**SA Exhibit A**



BOOSTRIX and the transmission of pertussis to others, which ran from 2015 – 2020. (ECF No. 1) (the “Litigation”).

b. Plaintiffs have asserted various claims, including for alleged violation of New York General Business Law Sections 349 and 350, on behalf of certain classes of consumers who viewed the Advertising Campaign.

c. The Parties represent that they have conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and defenses.

d. Class Counsel represents that it determined the strength of the claims, the likelihood of success and significant risks of continued litigation, and the parameters within which courts have assessed settlements similar to this proposed settlement.

e. The Parties have entered into a Settlement Agreement in which the Parties have agreed to settle the Litigation, pursuant to the terms of the Settlement Agreement, subject to the approval and determination by the Court as to the fairness, reasonableness, and adequacy of the settlement, which, if approved, will result in dismissal of the Litigation with prejudice.

f. Plaintiffs filed their unopposed motion for preliminary approval before the Court, with the consent of GSK.

g. The Court has reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and has found good cause based on the record to enter this Preliminary Approval Order.

2. **Preliminary Settlement Approval**. The provisions of the Settlement Agreement are hereby preliminarily approved. The Court preliminarily approves the settlement set forth in the

Settlement Agreement as being within the range of possible approval as fair, reasonable, and adequate within the meaning of Rule 23 and the Class Action Fairness Act of 2005. The Court finds on a preliminary basis that the settlement falls within the range of reasonableness because the settlement has key indicia of fairness, in that (1) the Parties have reached the settlement after investigating the strengths and weaknesses of the claims, (2) the extensive negotiations were contentious, arms-length, and assisted by professional mediator Honorable Diane M. Welsh (Ret.), (3) there is no evidence of collusion in reaching this settlement; and (4) the proponents of the settlement are experienced in similar litigation. The Court also finds that notice to the Settlement Class is warranted.

3. **Preliminary Class Certification for Settlement Purposes Only**. The Court preliminarily finds, based on the terms of the settlement described in the Settlement Agreement and for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact that are common to the Settlement Class, and that those questions of law and fact predominate over any questions affecting any individual Settlement Class Member; (c) Plaintiff's claims are typical of the claims of the Settlement Class Members she seeks to represent for purposes of the settlement; (d) Plaintiff and Class Counsel have fairly and adequately represented the interests of the Settlement Class and will continue to do so; and (e) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23. The Court also concludes that, because the Litigation is being settled rather than litigated, the Court need not consider manageability, efficiency, or judicial economy issues that might otherwise be presented by the trial of a class action involving the issues in the Litigation.

Having made these findings in the specific context of this settlement, the Court hereby provisionally certifies the following Settlement Class for settlement purposes only pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3):

All adults who viewed the Advertising Campaign, and either lived in New York at the time, or were vaccinated with BOOSTRIX in New York, and were vaccinated with BOOSTRIX during the Class Period in order to protect one or more other individuals from pertussis. Specifically excluded from the Settlement Class are (i) any woman who was vaccinated with BOOSTRIX while pregnant; (ii) GSK, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which GSK has a controlling interest; (iii) judges presiding over the Litigation; (iv) counsel of record for the Parties; and (v) all Persons who validly opt-out in a timely manner.

As defined in the Settlement Agreement, the term “Class Period” means the time period from May 20, 2016 through May 20, 2020.

4. **Class Counsel and Class Representatives.** The Court appoints Michael P. Connett and Mason A. Barney of Siri & Glimstad LLP as Class Counsel. Plaintiff Lori DeCostanzo is hereby appointed as Class Representative.

5. **Jurisdiction.** The Court has subject-matter jurisdiction over the Litigation pursuant to 28 U.S.C. §§ 1332 and 1367 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391.

6. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_ \_\_\_\_, 20\_\_ , at \_\_:\_\_ [time] at the United States District Court for the Eastern District of New York, in Courtroom 1040, in the Alfonse M. D’Amato United States Courthouse, 100 Federal Plaza Central Islip, New York 11722, with details to be provided on the Settlement Website prior to the Final Approval Hearing, to determine, among other things: (a) whether the Litigation should be finally certified as a class action for settlement purposes only pursuant to Rule 23(a) and (b)(3); (b) whether the settlement of the Litigation should be finally approved as fair, reasonable, and

adequate pursuant to Rule 23(e); (c) whether the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; (e) whether Settlement Class Members and related persons should be permanently enjoined from pursuing lawsuits based on the Released Claims, as set forth in the Settlement Agreement; (f) whether the application of Class Counsel for an Attorneys' Fee, Costs, and Service Awards should be approved pursuant to Rule 23(h); and (g) whether the application of the named Plaintiff for a Service Award should be approved. The submissions of the Parties in support of final approval of the settlement shall be filed with the Court twenty-one (21) days prior to the Final Approval Hearing.

7. **Administration and Appointment of the Settlement Administrator.** Class Counsel & GSK LLC are hereby authorized to establish the means necessary to administer the proposed settlement and implement the Claim process, in accordance with the terms of the Settlement Agreement. Angeion Group is hereby appointed by the Court as the Settlement Administrator, whose reasonable fees and costs are to be paid by GSK LLC in accordance with the Settlement Agreement. Angeion will carry out its notice and administration duties subject to the terms of its proposal, and as set forth in the Declaration of S. Weisbrot, which includes the Summary of Notice Plan, attached to Plaintiff's motion for preliminary approval. The Settlement Administrator shall perform and comply with all notice and administration duties ascribed to it in the Settlement Agreement, this Preliminary Approval Order, and subsequent orders that may be entered by this Court in this case.

8. **Findings Concerning Notice.** The Court finds that the Notice Plan described in the Settlement Agreement and the notice documentation attached as exhibits to the Settlement Agreement: (a) will constitute the best notice practicable under the circumstances; (b) are

reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed settlement, and their rights under the proposed settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Rule 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws; and (e) fairly and adequately informs Settlement Class Members that if they do not comply with the specified procedures and the deadline for objections, they will lose any opportunity to have any objection considered at the Final Approval Hearing or to otherwise contest approval of the settlement or appeal from any order or judgment entered by the Court in connection with the settlement. The Court further finds that all of the notices are written in simple terminology, are clear and readily understandable, and are materially consistent with the Federal Judicial Center’s illustrative class action notices.

9. **Class Notice.** Having reviewed the Settlement Notice and Notice Plan and in light of the findings in the previous Paragraph, the proposed Settlement Notice and Notice Plan described in the Settlement Agreement and the exhibits attached to the Settlement Agreement are hereby approved:

- a. Not later than the Notice Commencement Date, the Settlement Administrator shall establish and make live the Settlement Website, which shall be an Internet website concerning the settlement utilizing the domain name “BigBadCoughSettlement.com.” The Settlement Website will inform Settlement Class Members of the terms of the Settlement Agreement, their rights, dates and

deadlines, and related information. The Settlement Website shall include, in Portable Document Format (“PDF”), materials agreed upon by the Parties as set forth in the Settlement Agreement and as further ordered by this Court.

- b. Not later than the Notice Commencement Date, the Settlement Administrator shall establish a toll-free telephone number utilizing Interactive Voice Response technology that will provide settlement-related information to Settlement Class Members as set forth in the Settlement Agreement.
- c. The Settlement Administrator shall commence the Notice Plan no later than the Notice Commencement Date and timely disseminate any remaining notice, as stated in the Settlement Agreement and/or the Declaration of S. Weisbrot, which includes the Summary of Notice Plan, attached to Plaintiff’s motion for preliminary approval.
- d. GSK LLC, through the Settlement Administrator, shall notify the appropriate Federal and State officials under the Class Action Fairness Act of 2005 and 28 U.S.C. § 1715. Proof of compliance will be filed with the Motion for Final Approval.

10. **Funding of Settlement.** On or before the Effective Date, the Settlement Administrator(s) will communicate, in writing, to GSK and Class Counsel an approximate amount of funds needed to pay all timely Claims that the Settlement Administrator(s) has deemed valid and approved as of the Effective Date. No later than fourteen (14) days after the Effective Date, GSK will fund an account, as agreed upon by and accessible to, the Settlement Administrator(s), through which the Settlement Administrator(s) shall pay those timely, valid and approved Claims.

11. **Requests for Exclusion from the Settlement Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class may elect to opt out of the settlement, relinquishing his or her rights to monetary compensation under the Settlement Agreement. Settlement Class Members who opt out of the settlement will not release their claims that accrued during the Class Period. To validly request exclusion from the Settlement Class, a member of the Settlement Class must submit a written request to opt out to the Settlement Administrator so that it is postmarked by the Objection and Opt-Out Deadline stating that “I wish to exclude myself from the Settlement Class in the BOOSTRIX Advertising Campaign Class Action Settlement” (or substantially similar clear and unambiguous language). That written request shall contain said Person’s printed name, address, telephone number, email address, and date of birth. The request for exclusion must contain the written signature of said Person seeking to exclude himself or herself from the Settlement Class. The Settlement Administrator will provide copies of all requests for exclusion to counsel for the Parties on a weekly basis by email. Any Settlement Class Member who does not submit a valid and timely written request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending, or subsequently initiates litigation, against any Released Party relating to the Released Claims. A member of the Settlement Class who opts out can, on or before the Objection and Opt-Out Deadline, withdraw their request for exclusion by submitting a written request to the Settlement Administrator stating their desire to revoke their request for exclusion along with their written signature. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as a request for exclusion. A member of the Settlement Class who submits a request for exclusion cannot object to the

settlement. Not later than seven (7) days after the Objection and Opt-out Deadline, the Settlement Administrator shall provide to Class Counsel and Counsel for GSK a complete list of opt-outs together with copies of the opt-out requests and any other related information. Requests for exclusion cannot be made on a group or class basis.

12. **Objections and Appearances.** A Settlement Class Member who does not submit a written Request for Exclusion may object to the settlement pursuant to Paragraph E.2. and subparts of the Settlement Agreement. A Settlement Class Member who wishes to submit an objection must deliver to the Court and the Settlement Administrator so that it is postmarked by the Objection and Opt-Out Deadline, a detailed written objection.

- a. That written objection shall contain (a) the Settlement Class Member's printed name, address, and telephone number; (b) evidence showing that the objector is a Settlement Class Member; (c) a detailed written statement of the objection(s) and the aspect(s) of the settlement being challenged, as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention, (d) any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection; (e) the written wet signature of the Settlement Class Member making the objection; (f) the name and contact information for any attorney representing the Settlement Class Member; and (g) a statement on whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Final Approval Hearing.
- b. A Settlement Class Member may object on his or her own behalf or through an attorney; however, even if represented, the Settlement Class Member must

individually sign the objection and all attorneys who are involved in any way with asserting objections on behalf of the Settlement Class Member must be listed on the objection papers. Counsel for the Parties may take the deposition of any objector prior to the Final Approval Hearing in a location convenient for the objector (including by remote video deposition at the Parties' election).

- c. The Settlement Administrator(s) shall on a weekly basis provide to counsel for the Parties via email copies of any objections received.
- d. Any objector who serves a timely written objection as described above may appear at the Final Approval Hearing, either in person at their own expense or through personal counsel hired at the objector's expense, to object to the fairness, reasonableness, or adequacy of any aspect of the settlement on the basis set forth in his or her objection. As noted above, objectors or their attorneys who intend to make an appearance at the Final Approval Hearing must state their intention to appear in the written objection delivered to the Settlement Administrator(s). An objector who did not submit a timely and valid written objection, as described above, may not present any objection at the hearing.
- e. Any Settlement Class Member who fails to comply with the provisions of Paragraph E.2 and its subparts shall waive and forfeit any and all rights that he or she may have to appear separately and/or to object to the settlement, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in the Litigation, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member

has litigation pending or subsequently initiates litigation, against any Released Party relating to the Released Claims.

- f. The exclusive means for any challenge to this settlement shall be through the provisions of Paragraph E.2 and its subparts. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Approval Order, the Final Judgment, or any Attorneys' Fees, Costs, and Service Awards Order shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.
- g. An objector shall be entitled to all of the benefits of the settlement if the Settlement Agreement is approved, as long as the objector complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely and complete submission of a Claim Form and other requirements herein. A Settlement Class Member who objects can, any time before the Final Approval Hearing, withdraw their objection by submitting a written request to the Settlement Administrator(s) stating their desire to withdraw their objection along with their signature.
- h. If a Settlement Class Member or counsel for the Settlement Class Member who submits an objection to this settlement has objected to a class action settlement on any prior occasion, the objection shall also disclose all cases in which they have filed an objection by caption, court, and case number, and for each case, the disposition of the objection.
- i. The Parties shall be entitled to file responses to any objections to the settlement no later than seven (7) days prior to the Final Approval Hearing.

13. **Disclosures.** The Settlement Administrator, Counsel for GSK, and Class Counsel shall promptly furnish to each other copies of any and all objections or written requests for exclusion that might come into their possession.

14. **Settlement Escrow Account.** The Court hereby approves the establishment of the Settlement Escrow Account. The Settlement Escrow Account shall be governed by Section 468B-1 through 468B-5 of the Treasury Regulations to maintain the Settlement Escrow Account as a “Qualified Settlement Fund,” and the Parties agree to work in good faith to maintain such status. The Court shall retain continuing jurisdiction over the Settlement Escrow Account, pursuant to Section 468B-1(c)(1) of the Treasury Regulations. The assets of the Settlement Escrow Account are to be segregated from other assets of GSK LLC, who shall be the transferor of the payments to the Settlement Escrow Account. Under the “relation back” rule provided under Section 468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that the Parties may jointly elect to treat the Settlement Escrow Account as coming into existence as a “qualified settlement fund” on the latter of the date the Settlement Escrow Account meets the requirements of this Paragraph of this Preliminary Approval Order or January 1 of the calendar year in which all of the requirements of this Paragraph of this Preliminary Approval Order are met. If such a relation-back election is made, the assets held in the Settlement Escrow Account on such date shall be treated as having been transferred to the Settlement Escrow Account on that date.

15. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall not prejudice the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: (a) the settlement is not finally approved by the Court, or does not become final and effective, pursuant to the terms of the Settlement Agreement; (b) the settlement is terminated in accordance with the Settlement

Agreement; or (c) the settlement does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, the settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders relating to the settlement, including this Preliminary Approval Order, shall be used or referred to for any purpose. 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 party's position on the issue of the appeal, class certification, or any other issue. In such event, GSK retains all rights to assert that the Litigation may not be certified as a class action, other than for settlement purposes.

16. **Stay of Proceedings.** Pending the Final Approval Hearing, the Court hereby also stays all proceedings in this case, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over this action. Moreover, pending final determination of whether the settlement should be approved, Plaintiffs, all other Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, or prosecute any action that asserts Released Claims against any Released Party in any court or tribunal, unless they file a timely and valid request for exclusion from the settlement. Such injunction shall remain in force until the Effective Date or until such time as the Parties notify the Court that the settlement has been terminated. Under the All Writs Act, the Court finds that issuance of this nationwide stay and injunction binding Settlement Class Members is necessary and appropriate in aid of the Court's jurisdiction over this action. The Court finds no bond is necessary for issuance of this injunction.

17. **Effect of Settlement Agreement and Preliminary Approval Order.** The Parties entered this settlement for the sole purpose of attempting to consummate a settlement of the Litigation on a class-wide basis. This Settlement Agreement is made in compromise of disputed claims and shall not be construed as a presumption, concession, or admission by or against any Party of any default, liability, or wrongdoing as to any facts or claims alleged or asserted in the action, or in any action or proceedings, whether civil, criminal, or administrative, including, but not limited to, factual or legal matters relating to any effort to certify the action as a class action. Nothing in this Preliminary Approval Order or pertaining to the Settlement Agreement, including any of the documents or statements generated or received pursuant to the claims administration process, shall be used as evidence in any further proceeding in this case or any other litigation or proceeding, including, but not limited to, motions or proceedings seeking treatment of the action as a class action. Because this is a class action settlement, this Settlement Agreement must receive preliminary and final approval by the Court. It is an express condition of this Settlement Agreement that the Court shall enter the Final Approval Order and Final Judgment and that the Settlement Agreement reach the Effective Date. In the event that the Effective Date does not occur, this Settlement Agreement shall be terminated and only those provisions necessary to effectuate such termination and to restore fully the Parties to their respective positions before entry of this Settlement Agreement shall be given effect and enforced. In such event, the Parties shall bear their own costs and attorneys' fees in all respects, including without limitation with regard to the efforts to obtain any Court approval under this Settlement Agreement (except the reasonable costs of the Notice Plan and Settlement Administration that were incurred at the time of termination, which shall be paid by GSK LLC).

18. **Retaining Jurisdiction.** This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Settlement Class.

19. **Further Efforts.** Class Counsel and Counsel for GSK are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Settlement Notice, or to the form or content of any other exhibits attached to the Settlement Agreement, that the Parties jointly agree are reasonable or necessary, and which do not limit the rights of Settlement Class Members under the Settlement Agreement.

20. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing without further written notice to the Settlement Class, although any updates concerning the date, time, and/or format of the Final Approval Hearing shall be posted to the Settlement Website.

21. The Court sets the following schedule for the Final Approval Hearing and the actions which must precede it:

- a. Settlement Administrator shall commence the notice program by no later than \_\_\_\_\_ [the Parties suggest 21 days after the Preliminary Approval Date] (the “Notice Commencement Date”).
- b. Settlement Administrator shall establish the Settlement Website and toll-free phone number by no later than \_\_\_\_\_ [the Parties suggest the Notice Commencement Date].

- c. Plaintiffs shall file their Motion for Attorneys' Fees, Costs, and Service Awards by no later than \_\_\_\_\_ [the Parties suggest 30 days after the Notice Commencement Date].
- d. Requests from Settlement Class Members to exclude themselves must be postmarked by no later than \_\_\_\_\_ [the Parties suggest 60 days after the Notice Commencement Date].
- e. Settlement Class Members must send any objections to the Court and Settlement Administrator postmarked no later than \_\_\_\_\_ [the Parties suggest 60 days after the Notice Commencement Date].
- f. Claim Forms from Settlement Class members must be postmarked by no later than \_\_\_\_\_ [the Parties suggest 90 days after the Notice Commencement Date].
- g. Plaintiffs shall file their Motion for Final Approval by no later than \_\_\_\_\_ [the Parties suggest 21 days prior to the Final Approval Hearing]
- h. The Parties must file any responses to objections by no later than \_\_\_\_\_ [the Parties suggest 21 days prior to the Final Approval Hearing].
- i. The Settlement Administrator must file or cause to be filed, if necessary, a supplemental declaration with the Court by no later than \_\_\_\_\_ [the Parties suggest 5 days prior to the Final Approval Hearing].
- j. The Final Approval Hearing shall take place on \_\_\_\_\_ [the Parties suggest at least 135 days after the Court's Preliminary Approval Date] at

\_\_\_\_\_ at the United States District Court for the Eastern District of New York, in Courtroom 1040, in Alfonse M. D'Amato United States Courthouse, 100 Federal Plaza Central Islip, New York 11722, or by virtual attendance at the Court's discretion and the details of which to be provided before the Final Approval Hearing on the Settlement Website.

**SO ORDERED**

DATED: \_\_\_\_\_, 2025

\_\_\_\_\_  
Honorable Nursat Jahan Choudhury

**SA Exhibit D**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

LORI DECOSTANZO, on behalf of herself and all others similarly situated,	:	
	:	
	:	
Plaintiff,	:	
	:	Case No. 2:21-cv-4869-NJC-AYS
v.	:	
	:	
GLAXOSMITHKLINE PLC and GLAXOSMITHKLINE LLC,	:	
	:	
	:	
Defendants.	:	
	:	

-----X

**[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

Hon. Nursat Jahan Choudhury, United States District Judge:

Lori DeCostanzo (“**Plaintiff**”) and GlaxoSmithKline plc (now known as “GSK plc”) and GlaxoSmithKline LLC (“GSK LLC” and together with GSK plc, “**GSK**” or “**Defendants**”) entered into a Settlement Agreement (the “**Settlement Agreement**”) (ECF No. \_\_), to fully and finally resolve Plaintiff’s claims against Defendants, and gave notice of such to this Court on April 21, 2025 (ECF No. \_\_).

On \_\_\_\_\_, 2025, this Court entered an Order Granting Plaintiff’s Motion for Preliminary Approval to Class Settlement and Approval of Settlement Administrator and Notice Plan (the “**Preliminary Approval Order**”) (ECF No. \_\_). Among other things, the Preliminary Approval Order authorized the dissemination of notice of the settlement, the Final Approval Hearing, and related matters, to the Settlement Class.

On April 21, 2025, Plaintiff submitted her Motion for Final Approval of the Class Action Settlement (the “**Motion**”) (ECF No. \_\_\_\_).

On \_\_\_\_\_, 2025, this Court held a Final Approval Hearing to determine whether the terms of the Settlement Agreement were fair, reasonable, and adequate for the settlement of all claims asserted by the Settlement Class against Defendants.

This Court has considered the Motion, the reaction of the members of the Settlement Class, oral argument presented at the Final Approval Hearing, and the complete record and files in this Litigation.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Court has subject-matter jurisdiction over this Litigation pursuant to 28 U.S.C. §§ 1332 and 1367 and personal jurisdiction over the Parties, including all Settlement Class Members, for all matters relating to this Litigation and the settlement, including, without limitation, the administration, interpretation, effectuation, and/or enforcement of the settlement, this Final Approval Order, and the Final Judgment.

2. This Final Approval Order incorporates the Settlement Agreement and its Exhibits and the Preliminary Approval Order and its Exhibits. Unless otherwise defined herein, capitalized terms have the same meanings as defined in the Settlement Agreement.

### **I. FINAL APPROVAL OF SETTLEMENT**

3. The provisions of the Settlement Agreement are hereby finally approved. Upon review of the record, including the Preliminary Approval Order (ECF No. \_\_\_\_), the arguments and information presented at the \_\_\_\_\_, 2025 Final Approval Hearing, and the findings made as a result of the \_\_\_\_\_, 2025 Final Approval Hearing, the Court concludes that the settlement is fair, reasonable, and adequate within the meaning of Federal Rule 23 and in the best interests of the

Settlement Class based on analysis of the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974):

- a. The Settlement Agreement was procedurally fair and attained following an extensive investigation of the facts;
  - b. The Settlement Agreement resulted from vigorous arm's-length negotiations aided by an experienced mediator, Honorable Diane M. Welsh (Ret.);
  - c. The negotiations were undertaken in good faith by counsel with significant experience litigating complex litigation, class actions, and false advertising cases; and
  - d. There is no evidence of collusion in reaching this Settlement Agreement.
4. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the settlement and finds that the settlement, the benefits to the Settlement Class Members, and all other aspects of the settlement are, in all respects, fair, reasonable, and adequate, and in the best interests of the Settlement Class, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of Plaintiff's claims and GSK's defenses, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and the Class Action Fairness Act. Accordingly, the settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.
5. The Class Representative (as defined in the Preliminary Approval Order), Class Counsel, and GSK are directed to consummate the settlement in accordance with the terms and provisions of the Settlement Agreement.

## II. CERTIFICATION OF THE SETTLEMENT CLASS

6. In the Preliminary Approval Order, the Court certified the following Settlement Class:

All adults who viewed the Advertising Campaign, and either lived in New York at the time, or were vaccinated with BOOSTRIX in New York, and were vaccinated with BOOSTRIX during the Class Period in order to protect one or more other individuals from pertussis. Specifically excluded from the Settlement Class are (i) any woman who was vaccinated with BOOSTRIX while pregnant; (ii) GSK, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which GSK has a controlling interest; (iii) judges presiding over the Litigation; (iv) counsel of record for the Parties; and (v) all Persons who validly opt-out in a timely manner.<sup>1</sup>

7. Certification of the Settlement Class is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3) for the same reasons set forth in the Court's Preliminary Approval Order.

8. The Court previously appointed Lori DeCostanzo as Class Representative of the Settlement Class, and hereby reaffirms that appointment.

9. The Court previously appointed Michael P. Connett and Mason A. Barney of Siri & Glimstad LLP as Class Counsel, and hereby reaffirms that appointment.

10. The Court finds that the requirements of Rule 23 are satisfied, solely for the purpose of effectuating the settlement, as follows:

- a. Pursuant to Rule 23(a)(1), the Court determines that the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable;

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<sup>1</sup> The Court provisionally certified this Settlement Class in the Preliminary Approval Order, dated \_\_\_\_\_, 2025 (ECF No. \_\_\_\_). And as defined in the Settlement Agreement, the term "Class Period" means the time period from May 20, 2016 through May 20, 2020.

- b. Pursuant to Rule 23(a)(2), the Court determines that there are questions of law and fact that are common to the Settlement Class;
  - c. Pursuant to Rule 23(a)(3), the Court determines that the Class Representative's claims are typical of the claims of the Settlement Class Members;
  - d. Pursuant to Rule 23(a)(4), the Court determines that Class Representative and Class Counsel have fairly and adequately represented the interests of the Settlement Class and will continue to do so;
  - e. Pursuant to Rule 23(b)(3) the Court determines that the common questions of law and fact predominate over questions affecting any individual Settlement Class Member;
  - f. Pursuant to Rule 23(b)(3), the Court determines that a class resolution provides a fair and efficient method for settling the controversy and is superior to other available methods for the fair and efficient adjudication of this Litigation.
11. If the Effective Date does not occur, then certification of the Settlement Class shall be deemed null and void as to the parties subject to the Settlement Agreement without the need for further action by this Court.

### **III. CLASS NOTICE**

12. The Preliminary Approval Order outlined the form and methods by which the Parties would provide the Settlement Class with Notice of the Settlement Agreement, the Final Approval Hearing, and related matters (ECF No. \_\_), and which is incorporated by reference.

13. The Notice Plan provided for notice through a New York state press release; notice through electronic media—such as Google Display Network, Facebook, and Instagram—using a digital advertising campaign with links to the dedicated Settlement Website; notice through a

newspaper campaign in New York state; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

14. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Litigation and the terms of the Settlement Agreement, their right to exclude themselves from the settlement, or to object to any part of the settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class; (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law. The Court notes that no objection was submitted concerning the Notice Plan.

15. The Court finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day period to comment on or object to the settlement before entering its Final Approval Order and Final Judgment.

16. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class Members to participate in the Final Approval Hearing, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order and Final Judgment.

17. No Settlement Class Member is relieved from the terms of the Settlement Agreement, including the Release provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual notice of the settlement. A full opportunity has been offered to Settlement Class Members to object to or opt out of the proposed Settlement Agreement and to participate in the Final Approval Hearing thereon.

18. As stated in the Notice Plan, in order to be excluded from the Settlement Class, a Settlement Class Member must have submitted a written opt-out request to the Settlement Administrator that was postmarked by the Objection and Opt-Out Deadline, which was \_\_\_\_\_ [60 days from the Notice Commencement Date]. The full and complete list of those persons who submitted valid and timely requests for exclusion from the Settlement Class is attached as Exhibit A to this Final Judgment.

19. Any Settlement Class Member who did not submit a timely and valid Claim Form is not entitled to any form of Monetary Relief as set forth in Section D. 2. of the Settlement Agreement, but is otherwise bound by all of its terms, including the terms of the Final Judgment and the Release provided for in the Settlement Agreement, and therefore is barred from bringing or participating in any action in any forum against the Released Parties concerning the Released Claims.

#### **IV. OTHER PROVISIONS**

20. This Litigation is hereby dismissed with prejudice on the merits and without costs to any Party or Person, except as otherwise provided herein or in the Settlement Agreement.

21. The Court finds and confirms that the Settlement Escrow Account is a “qualified settlement fund” as defined in Section 1.468B-1 through 1.468B-5 of the Treasury Regulations.

22. The Court shall retain continuing jurisdiction over the Settlement Escrow Account, pursuant to Section 1.468B-1(c)(1) of the Treasury Regulations.

23. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that GSK LLC and the Settlement Administrator may jointly elect to treat the Settlement Escrow Account as coming into existence as a “qualified settlement fund” on the latter of the date the Settlement Escrow Account meets the requirements of Paragraph 14 of the Preliminary Approval Order or January 1 of the calendar year in which all of the requirements of Paragraph 14 of the Preliminary Approval Order are met. If such a relation-back election is made, the assets held in the Settlement Escrow Account on such date shall be treated as having been transferred to the Settlement Escrow Account on that date.

24. Upon the Effective Date, all Settlement Class Members, on behalf of themselves and their agents, heirs, executors, administrators, successors, assigns, insurers, and representatives (the “Releasing Parties”), shall release and forever discharge GlaxoSmithKline plc (now known as GSK plc) and GlaxoSmithKline LLC and their respective administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries, affiliates, and joint venture partners, and any sales agents and distributors, wholesalers, retailers, or any other party in the chain of distribution and retail sale of BOOSTRIX, and all of the foregoing Persons’ respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, insurers, and representatives (collectively, the “Released Parties”), from each and every claim of liability, on any legal or equitable ground whatsoever, including relief under federal law or the laws of any state, relating to or arising from the Advertising Campaign and/or the characteristics of BOOSTRIX that Plaintiff challenges in the Lawsuit including, without limitation, all past, present, or future claims, damages, or liability on

any legal or equitable ground whatsoever, known or unknown, that were or could have been asserted in the Lawsuit that relate to or arise from the Advertising Campaign.

25. Expressly excluded from the Release are all personal injury claims other than those relating to or arising from (i) the receipt of an injection associated with each Settlement Class Member's vaccination with BOOSTRIX to the extent the claim is based on an allegation that BOOSTRIX does not prevent or reduce transmission or the claim is in any way related to the Advertising Campaign or (ii) each Settlement Class Member's form of immunity to pertussis associated with each Settlement Class Member's vaccination with BOOSTRIX to the extent the claim is based on an allegation that BOOSTRIX does not prevent or reduce transmission or the claim is in any way related to the Advertising Campaign.

26. All Releasing Parties will be deemed by the Final Approval Order and the Final Judgment to acknowledge and waive Section 1542 of the California Civil Code, which provides that: **“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.”** Plaintiff and the Settlement Class Members, on behalf of all Releasing Parties, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that the Releasing Parties

are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the Release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each Party expressly acknowledges that it has been advised by its attorneys of the contents and effect of Section 1542, and with knowledge, each of the Parties hereby expressly waives whatever benefits it may have had pursuant to such section. Plaintiff acknowledges, and the Releasing Parties shall be deemed by operation of the Final Approval Order and the Final Judgment to have acknowledged, that the foregoing waiver was expressly bargained for and a material element of the settlement of which this Release is a part.

27. The Court orders that, upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims. The Court thus hereby permanently bars and enjoins Plaintiff, all Settlement Class Members, and all Persons acting on behalf of, or in concert or participation with such Plaintiff or Settlement Class Members (including but not limited to the Releasing Parties), from: (a) filing, commencing, asserting, prosecuting, maintaining, pursuing, continuing, intervening in, or participating in, or receiving any benefits from, any lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based upon or asserting any of the Released Claims against any Released Party; (b) bringing a class action on behalf of Plaintiff or Settlement Class Members, seeking to certify a class that includes Plaintiff or Settlement Class Members, or continuing to prosecute or participate in any

previously filed and/or certified class action, and/or in any lawsuit based upon or asserting any of the Released Claims. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the Settlement Agreement and the Litigation.

28. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations, or proceedings connected with it, nor any of the documents or statements referred to therein, nor any of the documents or statements generated or received pursuant to the claims administration process, shall be:

- a. offered by any Person or received against GSK or any Released Party as evidence or construed or deemed as evidence of any presumption, concession, or admission by GSK or any Released Party of the truth of the facts alleged by the Plaintiff or any Settlement Class Member or the validity of any claim that has been or could have been asserted in this Litigation or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in this Litigation or in any litigation, or of any liability, negligence, fault or wrongdoing of GSK or any Released Party;
- b. offered by any Person or received against GSK or any Released Party as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by GSK or any Released Party or any other wrongdoing by GSK or any Released Party; or offered by any Person or received against GSK or any Released Party as evidence of a presumption, concession, or admission with respect to any default, liability, negligence, fault,

or wrongdoing, or in any way interpreted, construed, deemed, invoked, offered, received in evidence, or referred to for any other reason against any of the settling parties, in any civil, criminal, or administrative action or proceeding; provided, however, that nothing contained herein shall prevent the Settlement Agreement (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the settlement (or any agreement or order relating thereto), the Final Approval Order, or the Final Judgment, or in which the reasonableness, fairness, or good faith of the Parties in participating in the settlement (or any agreement or order relating thereto) is an issue, or to enforce or effectuate provisions of the Settlement Agreement, the Final Approval Order, the Final Judgment, or the Release as to GSK, the Released Parties, Plaintiff, or the Settlement Class Members.

29. GSK releases Plaintiff and Class Counsel from any and all claims that arise out of or relate in any way to the institution, prosecution, or settlement of the Released Claims.

30. The finality of the Final Approval Order and Final Judgment shall not be affected by any order entered regarding Class Counsel's motion for attorneys' fees and expenses and/or any order entered regarding the incentive awards to the Settlement Class Representative, which shall be considered separate from the Final Approval Order and Final Judgment.

31. If the Effective Date does not occur, the Final Judgment shall be deemed vacated and shall have no force or effect whatsoever. In the event that the parties rescind the Settlement Agreement in accordance with its terms, the Settlement Agreement and all related proceedings shall be null and void, except as provided in the Settlement Agreement, without prejudice to the

status quo and rights of the parties. In such event, the certification of the Settlement Class shall become null and void and shall not be used or referred to for any further purpose in the Litigation or in any other action or proceeding, and shall not prejudice any party in arguing for or against the contested class certification in the Litigation or in any other proceeding. Further, in the event that the parties rescind the Settlement Agreement in accordance with its terms, any and all monetary relief funded by GSK LLC (including all income earned thereon but excluding any taxes already paid on such income), shall be returned to GSK LLC pursuant to the terms of the Settlement Agreement.

32. The Court has jurisdiction to enter this Final Approval Order and the accompanying Final Judgment. Without in any way affecting the finality of this Final Approval Order or the Final Judgment, this Court expressly retains exclusive and continuing jurisdiction over the settlement, including all matters relating to the administration, consummation, validity, enforcement and interpretation of the Settlement Agreement, the Final Approval Order, or the Final Judgment, including, without limitation, for the purpose of:

- a. enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, the Final Approval Order, or the Final Judgment (including, whether a Person is or is not a Settlement Class Member);
- b. entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate the Final Approval Order, the Final Judgment, or the Settlement Agreement, or to ensure the fair and orderly administration of the settlement; and

- c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction over the Settlement Agreement, the Final Approval Order, or the Final Judgment.

33. Without affecting the finality of this Final Approval Order or the Final Judgment, GSK and each Settlement Class Member hereby irrevocably submits to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including any suit, action, proceeding, or dispute relating to the Release provisions herein.

34. The Parties are hereby directed to implement and consummate the settlement according to the terms and provisions of the Settlement Agreement.

35. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court or notice to the Settlement Class, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent in material respects with this Final Approval Order and the Final Judgment and that do not limit the rights of Settlement Class Members under the Settlement Agreement.

36. In the event that the Effective Date does not occur, certification of the Settlement Class shall be automatically vacated and the Final Approval Order and Final Judgment, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

37. The Clerk of the Court is hereby directed to CLOSE THIS FILE.

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
HON. NURSAT JAHAN CHOUDHURY  
UNITED STATES DISTRICT JUDGE

**SA Exhibit C**



Those persons identified in Exhibit A to this Final Judgment submitted valid and timely requests for exclusion from the Settlement Class.

The Court finds to be Settlement Class Members all persons within the Settlement Class Definition who are not identified in Exhibit A to this Final Judgment as having submitted valid and timely requests for exclusion from the Settlement Class.

On \_\_\_\_\_, \_\_\_\_\_, 2025, the Court entered the following Orders:

(1) Order Granting Final Approval of Class Action Settlement and Certifying Settlement Class.

(2) Order Regarding Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards.

For the reasons stated in the above-referenced Orders, judgment is entered accordingly, including but not limited to with respect to the terms of the release described in the Order Granting Final Approval of Class Action Settlement and Certifying a Settlement Class Plaintiff's and the Settlement Class's Claims are hereby dismissed with prejudice.

The Clerk shall file this Final Judgment on the docket in this Litigation.

IT IS SO ORDERED.

\_\_\_\_\_  
HON. NURSAT JAHAN CHOUDHURY  
UNITED STATES DISTRICT JUDGE

**SA Exhibit D**



4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School *Best Practices Guide to Class Action Litigation*.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion’s executive team, I was employed as Director of Class Action Services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include consumer matters, false advertising, product defects, data breach and privacy matters, mass disasters, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at [www.angeiongroup.com](http://www.angeiongroup.com).

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. Angeion has extensive experience administering landmark settlements involving some of the world's most prominent companies, including:

**In re: Facebook, Inc Consumer Privacy User Profile Litigation**

Case No. 3:18-md-02843-VC (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023 Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, "I was kind of blown away by how many people made claims."

**In re Apple Inc. Device Performance Litigation**

Case No. 5:18-cv-02827-EJD (N.D. Cal.)

Apple agreed to pay \$310 million to settle allegations of diminished performance in iPhone 6's and 7's. Angeion's direct notification efforts were recognized as reaching 99%+ of the current and former owners of 129 million class devices. Millions of claims were processed.

**City of Long Beach, et al. v. Monsanto, et al.**

Case No. 2:16-cv-03493-FMO-AS (C.D. Cal.)

Bayer agreed to pay \$650 million to settle allegations of waterbodies impaired by PCBs. Angeion's notice administration was extraordinarily successful with direct notice delivered to 99.7% of the class. The claims administration includes multiple complex claims filing workflows for different funding allocations, including separate fund for "special needs" claimants.

**Beckett v. Aetna Inc.**

Case No. 2:17-cv-03864-JS (E.D. Pa.)

A consolidated data breach class action that arose from the alleged improper disclosure of Protected Health Information by a health insurer and previous claims administrator, including confidential HIV-related information. Angeion provided specialized training to our support team concerning the sensitive nature of the case and underlying health information. Angeion implemented robust privacy protocols to communicate with and verify the claims of the affected class members, including anonymized notice packets and allowing claimants to lodge objections under pseudonyms.

## **DATA SECURITY & INSURANCE**

12. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We are continuously improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

13. Angeion's privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

14. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

15. Further, Angeion conscientiously monitors the latest compliance requirements, such as GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information

security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

16. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

### **SUMMARY OF THE PROPOSED NOTICE PLAN**

17. This declaration will describe the notice plan that we will implement in this matter, including the considerations that informed the development of the plan and why it will provide due process to the Settlement Class. In my professional opinion, the proposed Notice Plan (“Notice Plan”) described herein is the best practicable notice under the circumstances and fulfills all due process requirements, fully complying with Fed. R. Civ. P. 23.

18. The Notice Plan provides for a robust media campaign consisting of state-of-the-art targeted internet banner notice, social media notice, a paid search campaign, and publication notice, combined with a press release, and the implementation of a dedicated settlement website and toll-free telephone line where Settlement Class Members can learn about their rights and options pursuant to the terms of the Settlement.

19. As discussed in greater detail below, the media campaign is designed to deliver an approximate 75.12% reach with an average frequency of 3.04 times. This number is calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It is further verified by sophisticated media software and calculation engines that cross reference which media is being purchased with the media habits of our specific Target Audience (defined below). What this means in practice is that 75.12% of our Target Audience will see a digital advertisement concerning the settlement on an average of 3.04 times each.

20. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide

or Judges,” at 27 (3d Ed. 2010).

## **MEDIA NOTICE**

### **Programmatic Display Advertising**

21. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States.<sup>1</sup> In laymen’s terms, programmatic advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets). The media notice outlined below is strategically designed to provide notice of the Settlement to these individuals by driving them to the Settlement Website where they can learn more about the Settlement, including their rights and options.

22. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2024 comScore Multi-Platform/MRI Simmons USA Fusion<sup>2</sup> to profile the Settlement Class and arrive at an appropriate Target Audience. Specifically, the following syndicated research definition was used to profile potential Settlement Class Members:

- **Adults 25+ and**
- **Household: State Group Codes {HH}\_New York**

23. Based on the above target definition, the size of the Target Audience for the media notice campaign is approximately 13,237,000 individuals. Digital media platforms provide numerous data segments dedicated to consumer brands. We will rely heavily on that data to help us ensure we

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<sup>1</sup> Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. Programmatic digital display ad spending in the United States exceeded \$135 billion in 2023 and is forecasted to approach \$180 billion by 2025. See <https://www.insiderintelligence.com/content/programmatic-advertising-set-reach-nearly-180-billion-by-2025> (Last visited March 31, 2025).

<sup>2</sup> GfK MediaMark Research and Intelligence LLC (“GfK MRI”) provides demographic, brand preference and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. (“comSCORE”) is a leading cross-platform measurement and analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE’s proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reached more effectively. comSCORE operates in more than 75 countries, including the United States, serving over 3,200 clients worldwide.

reach the most appropriate users.

24. It is important to note that the Target Audience serves as a proxy for, and is distinct from, the Settlement Class definition, as is commonplace in class action notice plans. Utilizing an overinclusive proxy audience maximizes the efficacy of the notice plan and is considered a best practice among media planners and class action notice experts alike. Using proxy audiences is also commonplace in both class action litigation and advertising generally.<sup>3</sup>

25. Additionally, the Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and attitudes of the consumers that they are seeking to reach.<sup>4</sup> Using this form of objective data will allow the parties to report the reach and frequency to the Court, with the confidence that the reach percentage and the number of exposure opportunities complies with due process, and exceeds the Federal Judicial Center's threshold as to reasonableness in notification programs. Virtually all professional advertising agencies and commercial media departments use objective syndicated data tools to quantify net reach. Objective syndicated data sources guarantee that advertising placements can be measured on an objective basis, ensuring that reporting statistics are not overstated. Objective syndicated data tools are ubiquitous tools in a media planner's arsenal and are regularly accepted by courts in evaluating the efficacy of a media plan, or its component parts.

26. Understanding the socio-economic characteristics, interests, and practices of a target group aids in the proper selection of media to reach that audience. Based on data from 2024 comScore Multi-Platform/MRI Simmons USA Fusion, the Target Audience has been reported to have the characteristics below:

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<sup>3</sup> If the total population base (or class size) is unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

<sup>4</sup> The notice plan should include an analysis of the makeup of the class. The target audience should be defined and quantified. This can be established through using a known group of customers, or it can be based on a proxy-media definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine a population base. *Id* at 56.

- 56.46% are ages 25-54, with a median age of 51.5 years old;
- 52.30% are female;
- 49.69% are married;
- 28.48% have children;
- 42.76% have received a bachelor's or postgraduate degree;
- 48.42% are currently employed full time;
- The median household income is \$99,300; and
- 81.04% have used social media in the last 30 days.

27. To identify the best vehicles to deliver messaging to the Target Audience, we reviewed media quintiles, which measure the degree to which an audience uses media relative to the general population. Here, the objective syndicated data shows that members of this Target Audience are consistent internet users, spending an average of 26.7 hours per week on the internet.

28. Given the strength of digital advertising, as well as our Target Audience's consistent internet use, we recommend utilizing a robust internet advertising campaign to reach potential Settlement Class Members.

29. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique uses data methods to build a look-a-like audience against known Settlement Class Members.
- Predictive Targeting: This technique allows technology to "predict" which users will be served advertisements about the Settlement.
- Context Targeting: This technique leverages contextual on-site data to surround our messaging (*i.e.*, advertisements about the Settlement) on sites with relevant topics and/or articles.
- Retargeting: This technique is a targeting method used to reach potential Settlement Class Members who have already visited the dedicated Settlement Website while they browse other pages. This allows for sufficient exposure to advertisements about the Settlement.
- Geotargeting: The campaign will be primarily targeted within New York State (80%), with some advertisements targeted to the Tri-State area (10%), and nationally (10%) to reach potential Settlement Class Members who do not (or no longer) reside in New York but received their BOOSTRIX vaccination in New York State.
- Site Targeting: The campaign will target specific sites primarily visited by seniors and adults seeking medical information, such as AARP.com, nextavenue.org, WebMD.com, and healthline.com.

### **Social Media Advertising**

30. The social media campaign component of the proposed Notice Plan will utilize Facebook<sup>5</sup> to reach potential Settlement Class Members. The social media campaign capitalizes on the Target Audience's propensity to engage in social media (81.04% of the Target Audience have used social media in the last 30 days).

31. The social media campaigns will coincide with the programmatic display advertising and will engage Target Audience members utilizing strategic tactics to further qualify and deliver impressions to the Target Audience. For example, look-a-like modeling allows the use of consumer characteristics to serve advertisements. Based on these characteristics, we can also build different consumer profile segments to ensure the notice plan messaging is delivered to the proper audience. The social media ads will be targeted primarily in New York State (as discussed in paragraph 29).

32. The social media campaign will also use the Facebook Marketing platform to serve advertisements to the Target Audience via a mix of news feed and/or story units to optimize performance via the social media platforms' desktop sites, mobile sites, and mobile apps.

### **Paid Search Campaign**

33. The Notice Plan also includes a paid search campaign on Google to help drive Settlement Class Members who are actively searching for information about the lawsuit to the Settlement Website. Paid search ads will complement the programmatic and social media campaigns, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject-matter of the litigation. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the lawsuit, litigation or other terms related to the Settlement, that individual could be served with an advertisement directing them to the Settlement Website.

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<sup>5</sup> Facebook is a leading social media platform in the U.S., estimated to have over 250 million U.S. users. See: <https://www.statista.com/statistics/408971/number-of-us-facebook-users> (last visited March 31, 2025)

**Publication Notice**

34. The Notice Plan includes a strategically crafted publication schedule to further reach potential Settlement Class Members in major metropolitan areas within the State of New York. The chart below includes the recommended publications<sup>6</sup> and their respective coverage area(s) and circulation totals. The Notice Plan contemplates one (1) black and white ¼-page advertisement in each publication.

PUBLICATION	COVERAGE AREA & CIRCULATION
	<ul style="list-style-type: none"> <li>• New York City</li> <li>• Circulation: 92,927</li> </ul>
	<ul style="list-style-type: none"> <li>• Albany</li> <li>• Circulation: 53,525</li> </ul>
	<ul style="list-style-type: none"> <li>• Buffalo</li> <li>• Circulation: 33,066</li> </ul>
  	<ul style="list-style-type: none"> <li>• CNY Newspapers – Ithaca, Binghamton, and Elmira</li> <li>• Circulation: 21,031</li> </ul>
	<ul style="list-style-type: none"> <li>• Rochester</li> <li>• Circulation: 19,304</li> </ul>

**PRESS RELEASE**

35. The Notice Plan also provides for a press release to be distributed via the New York State circuit on PR Newswire or similar national newswire service to further diffuse news of the Settlement. This distribution will help garner “earned media” separate and apart from the digital and publication notice efforts outlined herein, which will lead to increased awareness and participation amongst members of the Settlement Class.

**SETTLEMENT WEBSITE & TELEPHONE SUPPORT**

36. The Notice Plan includes the implementation of a dedicated Settlement Website, where Settlement Class Members can easily view general information about this Settlement, including

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<sup>6</sup> Where necessary, comparable substitute publications may be utilized with the approval of the Parties.

answers to frequently asked questions. The Settlement Website will also provide: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free phone number; (iii) copies of the Settlement Agreement, the Short-Form Publication Notice and Long-Form Notice of Settlement, the Claim Form, Court Orders regarding this settlement, and other relevant Court documents, including Class Counsel’s Motion for Approval of Attorneys’ Fees, Costs, and Service Awards.

37. Settlement Class Members will be able to submit additional questions regarding the Settlement to a dedicated email address. Settlement Class Members can also securely submit a Claim Form and upload supporting documentation online via the Settlement Website.

38. The Settlement Website will be designed to be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. Additionally, the Settlement Website will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the Settlement Website’s metadata to maximize search engine rankings.

39. A toll-free hotline devoted to this case will be created and provided on the Settlement Website to further inform Settlement Class Members of the rights and options in the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and other essential information regarding the Settlement. The hotline will be accessible 24 hours a day, 7 days a week. The toll-free hotline will allow Settlement Class Members to leave a message to request a return phone call or to request copies of the Notices and/or Claim Form.

**NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005**

40. Within ten (10) days of the filing of the Settlement Agreement with this Court, Angeion will cause notice to be disseminated to the appropriate state and federal officials pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. §1715.

**FRAUD DETECTION**

41. Angeion has developed and deployed its real-time fraud detection system,

AngeionAffirm, which is the first and only comprehensive solution to identify fraud in real time based on both state-of-the-art technology and analysis of over a decade of historical claims data. AngeionAffirm was developed to combat the rising tide of fraudulent claims in class action settlements and the increasingly sophisticated technologies and techniques used by fraudulent actors in their attempt to perpetuate fraud. AngeionAffirm will be implemented to detect any fraudulent Claim Form submissions in this Settlement.

42. The success of AngeionAffirm has been recognized by Courts. In the Court’s July 26, 2024, Report and Recommendation, United States Magistrate Judge Stewart D. Aaron stated, “The Court finds that the claims process administered by Angeion has integrity and has been carried out in a diligent and thorough manner...Based upon the Court’s review of the record, the Court finds that Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in this case... Angeion’s fraud detection system is robust and appropriately designed to weed out fraudulent claims.” (*See In re: Novartis and Par Antitrust Litigation*, No. 1:18-cv-04361-AKH-SDA, S.D.N.Y., Report and Recommendation, ECF No. 667).

43. In addition to AngeionAffirm, Angeion’s strategic partner, ClaimScore, may be utilized as part of the comprehensive anti-fraud efforts that will be deployed in this Settlement. ClaimScore is the only independent software solution dedicated to resolving the fraudulent claim problem in class action settlements.<sup>7</sup> ClaimScore reviews each claim individually using its proprietary artificial intelligence, machine learning, & cloud architecture in real-time. Each result is then reported instantaneously in an interactive dashboard.

### **REACH AND FREQUENCY**

44. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The Notice Plan’s designed reach percentage exceeds the guidelines as set forth in the Federal Judicial Center’s Judges’

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<sup>7</sup> <https://www.claimscore.ai/> (Last visited March 31, 2025)

Class Action Notice and Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a high degree of class members.

45. Specifically, the comprehensive media plan is designed to deliver an approximate 75.12% reach with an average frequency of 3.04 times each by serving approximately 30.2 million impressions. The 75.12% reach is separate and apart from the press release, dedicated Settlement Website and toll-free telephone support.

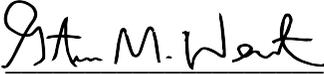
### **CONCLUSION**

46. The comprehensive Notice Plan outlined above includes a robust media campaign consisting of state-of-the-art internet advertising, social media advertising via Facebook, a paid search campaign via Google, strategic publication notice, and the issuance of a press release. The Notice Plan further provides for the implementation of a dedicated Settlement Website and toll-free telephone support to further inform Class Members of their rights and options pursuant to terms of the Settlement.

47. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Settlement Class Members before the applicable exclusion, objection, and claims deadlines. Moreover, it is my opinion that Notice Plan is the best notice that is practicable under the circumstances, fully comports with due process, and Fed. R. Civ. P. 23. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation to this Court.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: April 21, 2025

  
STEVEN WEISBROT

# Exhibit A



# INNOVATION

## IT'S PART OF OUR DNA

Class Action Administration | Mass Arbitration Administration  
Mass Tort Services | Regulatory Remediation



Judicial Recognition

## IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION

### Case No. 1:18-cv-04361-AKH-SDA (S.D.N.Y.)

The Honorable Stewart D. Aaron, United States Magistrate Judge, Southern District of New York (July 26, 2024): The Court finds that the claims process administered by Angeion has integrity and has been carried out in a diligent and thorough manner...Based upon the Court's review of the record, the Court finds that **Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in this case... Angeion's fraud detection system is robust and appropriately designed to weed out fraudulent claims.**

## IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

### Case No. 3:18-md-02843 (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023 Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, **"I was kind of blown away by how many people made claims."**

## BRAUN v. THE PHILADELPHIA INQUIRER, LLC

### Case No. 2:22-cv-04185 (E.D. Pa.)

The Honorable John M. Younge (August 8, 2024): 16. The proposed form and manner of notice to members of the Settlement Class set forth in the Weisbrot Declaration...along with the proposed methods of dissemination of notice described therein, satisfy the requirements of Rule 23(e) and due process, are otherwise fair and reasonable, and therefore are approved.

## GUIDA v. GAIA, INC.

### Case No. 1:22-cv-02350 (D. Colo.)

The Honorable Gordon P. Gallagher (July 19, 2024): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law...The Court further finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. Accordingly, the Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action.

## FERNANDEZ v. CORELOGIC CREDCO, LLC

### Case No. 3:20-cv-01262 (S.D. Cal.)

The Honorable Jeffrey T. Miller (June 20, 2024): The court approved notice of this class action and proposed settlement in the June 16, 2024, Preliminary Approval Order. The Agreement called for sending the Notice directly to class members through email ("email notice") and/or via U.S. Mail. ("notice packet"). In support of his Motions, Plaintiff has filed the Declaration of Lacey Rose, who is employed as a "Senior Project Manager with Angeion," and the Declaration of Steven Weisbrot, the President and Chief Executive Officer of Angeion, the Settlement Administrator retained in this matter. See generally, Doc. No. 316-5, Doc. No. 329. Both declarations detail the actions taken by the Administrator...Accordingly, **the court determines that the Notice in the case was copious, impressive, more than adequate**, and satisfied both the requirements of Rule 23 and due process, giving the settlement class members adequate notice of the Settlement.

**JONES v. VARSITY BRANDS, LLC****Case No. 2:20-cv-02892 (W.D. Tenn.)**

The Honorable Sheryl H. Lipman (June 18, 2024): Indirect Purchasers have retained Angeion to serve as Settlement Administrator...*Angeion has designed a multi-layered sophisticated plan* using a combination of Internet, email, publication, social media...The Notice Plan adequately apprises all potential class members of the terms of the Settlement Agreement, provides the opportunity to make informed decisions, and comports with due process.

**SALINAS v. BLOCK, INC.****Case No. 3:22-cv-04823 (N.D. Cal.)**

The Honorable Sallie Kim (June 3, 2024): The Court...(b) finds and determines that emailing the Summary Notice, reminder emails to Class Members (if available), and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, supplemented by any social media and print media advertisements deemed appropriate by the Parties (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action...(iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

**ESPOSITO v. CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS****Case No. MID-L-006360-23 (N.J. Super. Ct.)**

The Honorable Ana C. Viscomi (April 26, 2024): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as appropriate reminder notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of N.J. Ct. R. 4:32-1 and 4:32-2, Due Process under the U.S. Constitution, and any other applicable law.

**KUKORINIS v. WALMART, INC.****Case No. 8:22-cv-02402 (M.D. Fla.)**

The Honorable Virginia M. Hernandez Covington (January 19, 2024): The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions...a. meet the requirements of the Federal Rules of Civil Procedure (including Rule 23 (c)-(e)), the United States Constitution (including the Due Process Clause), and the Rules of this Court; b. constitute the best notice to Settlement Class Members practicable under the circumstances...

**LE v. ZUFFA, LLC****Case No. 2:15-cv-01045 (D. Nev.)**

The Honorable Richard F. Boulware, II (November 17, 2023): The proposed Notice Plan, including the proposed forms and manner of notice, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure.

## **IN RE: KIA HYUNDAI VEHICLE THEFT MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION**

### **Case No. 8:22-ml-03052 (C.D. Cal.)**

The Honorable James V. Selna (October 31, 2023): The Court has considered the form and content of the Class notice program and finds that the Class notice program and methodology as described in the Settlement Agreement (a) meet the requirements of due process and Federal Rules of Civil Procedure 23(c) and (e); (b) constitute the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice.

## **AMANS v. TESLA, INC.**

### **Case No. 3:21-cv-03577 (N.D. Cal.)**

The Honorable Vince Chhabria (October 20, 2023): The Court further finds that the Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Class of the pendency of this case, the terms of the Settlement Agreement, the right to object to the Settlement, and the right to exclude themselves from the Settlement Class.

## **IN RE: PHILLIPS RECALLED CPAP, BI-LEVEL PAP, AND MECHANICAL VENTILATOR PRODUCTS LITIGATION**

### **Case No. 2:21-mc-01230 (MDL No. 3014) (W.D. Pa.)**

The Honorable Joy Flowers Conti (October 10, 2023): The Court finds that the method of giving notice to the Settlement Class ("Notice Plan")...(a) constitute the best notice practicable under the circumstances, (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms and benefits of the proposed Settlement...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and any other persons entitled to receive notice, (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Rule 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws...

## **IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION**

### **Case No. 2:18-mn-02873 (D.S.C.)**

The Honorable Richard Mark Gergel (August 29, 2023): The Court also approves the proposed Notice Plan set forth in Exhibit C to the Settlement Agreement...The proposed Notice Plan is the best practicable notice under the circumstances of this case; is reasonably calculated under the circumstances to apprise potential Class Members of the Settlement Agreement and of their right to object to or exclude themselves from the proposed Settlement Class; is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive it; and meets all applicable requirements of Federal Rule of Civil Procedure 23, the United States Constitution, and other applicable laws and rules.

## **LUNDY v. META PLATFORMS, INC.**

### **Case No. 3:18-cv-06793 (N.D. Cal.)**

The Honorable James Donato (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved...The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

## IN RE: FACEBOOK INTERNET TRACKING LITIGATION

### Case No. 5:12-md-02314 (N.D. Cal.)

The Honorable Edward J. Davila (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

## MEHTA v. ROBINHOOD FINANCIAL LLC

### Case No. 5:21-cv-01013 (N.D. Cal.)

The Honorable Susan van Keulen (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members...The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

## IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

### Case No. 1:20-cv-04699 (N.D. Ill.)

The Honorable John Z. Lee (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval...in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable...

## ADTRADER, INC. v. GOOGLE LLC

### Case No. 5:17-cv-07082 (N.D. Cal.)

The Honorable Beth L. Freeman (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrodt Declaration, subject to the Court's one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members...The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California's Procedural Guidance for Class Action Settlements.

## CITY OF LONG BEACH v. MONSANTO COMPANY

### Case No. 2:16-cv-03493 (C.D. Cal.)

The Honorable Fernando M. Olguin (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

## STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

### Case No. 3:20-cv-00903 (E.D. Va.)

The Honorable John A. Gibney Jr. (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

**WILLIAMS v. APPLE INC.****Case No. 3:19-cv-04700 (N.D. Cal.)**

The Honorable Laurel Beeler (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

**CLEVELAND v. WHIRLPOOL CORPORATION****Case No. 0:20-cv-01906 (D. Minn.)**

The Honorable Wilhelmina M. Wright (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

**RASMUSSEN v. TESLA, INC. D/B/A TESLA MOTORS, INC.****Case No. 5:19-cv-04596 (N.D. Cal.)**

The Honorable Beth Labson Freeman (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

**CAMERON v. APPLE INC.****Case No. 4:19-cv-03074 (N.D. Cal.)**

The Honorable Yvonne Gonzalez Rogers (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

**RISTO v. SCREEN ACTORS GUILD - AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS****Case No. 2:18-cv-07241 (C.D. Cal.)**

The Honorable Christina A. Snyder (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

## **JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.**

### **Case No. 2:15-cv-01219 (E.D.N.Y.)**

The Honorable Joanna Seybert (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement...The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, [www.nationalgridtcpasettlement.com](http://www.nationalgridtcpasettlement.com)) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

## **NELLIS v. VIVID SEATS, LLC**

### **Case No. 1:20-cv-02486 (N.D. Ill.)**

The Honorable Robert M. Dow, Jr. (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

## **PELLETIER v. ENDO INTERNATIONAL PLC**

### **Case No. 2:17-cv-05114 (E.D. Pa.)**

The Honorable Michael M. Baylson (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

## **BIEGEL v. BLUE DIAMOND GROWERS**

### **Case No. 7:20-cv-03032 (S.D.N.Y.)**

The Honorable Cathy Seibel (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

## **QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS**

### **Case No. 37-2019-00017834-CU-NP-CTL (Cal. Super. Ct.)**

The Honorable Eddie C. Sturgeon (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object,

or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

### **HOLVE v. MCCORMICK & COMPANY, INC.**

#### **Case No. 6:16-cv-06702 (W.D.N.Y.)**

The Honorable Mark W. Pedersen (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

### **CULBERTSON v. DELOITTE CONSULTING LLP**

#### **Case No. 1:20-cv-03962 (S.D.N.Y.)**

The Honorable Lewis J. Liman (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

### **PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC**

#### **Case No. 3:19-cv-00167 (N.D. Ga.)**

The Honorable Timothy C. Batten, Sr. (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

### **IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)**

#### **Case No. 6:20-md-02977 (E.D. Okla.)**

The Honorable Robert J. Shelby (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

### **ROBERTS v. AT&T MOBILITY, LLC**

#### **Case No. 3:15-cv-03418 (N.D. Cal.)**

The Honorable Edward M. Chen (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members

of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

### **PYGIN v. BOMBAS, LLC**

#### **Case No. 4:20-cv-04412 (N.D. Cal.)**

The Honorable Jeffrey S. White (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

### **WILLIAMS v. RECKITT BENCKISER LLC**

#### **Case No. 1:20-cv-23564 (S.D. Fla.)**

The Honorable Jonathan Goodman (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

### **IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION**

#### **Case No. 5:18-md-02827 (N.D. Cal.)**

The Honorable Edward J. Davila (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

### **IN RE: GOOGLE PLUS PROFILE LITIGATION**

#### **Case No. 5:18-cv-06164 (N.D. Cal.)**

The Honorable Edward J. Davila (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members.

### **NELSON v. IDAHO CENTRAL CREDIT UNION**

#### **Case No. CV03-20-00831, CV03-20-03221 (Idaho Jud. Dist.)**

The Honorable Robert C. Naftz (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

**IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION****Case No. 3:20-cv-00812 (N.D. Cal.)**

The Honorable Edward M. Chen (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

**IN RE: PEANUT FARMERS ANTITRUST LITIGATION****Case No. 2:19-cv-00463 (E.D. Va.)**

The Honorable Raymond A. Jackson (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

**BENTLEY v. LG ELECTRONICS U.S.A., INC.****Case No. 2:19-cv-13554 (D.N.J.)**

The Honorable Madeline Cox Arleo (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

**IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION****Case No. 2:19-mn-02886 (D.S.C.)**

The Honorable David C. Norton (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

**ADKINS v. FACEBOOK, INC.****Case No. 3:18-cv-05982 (N.D. Cal.)**

The Honorable William Alsup (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

**IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION****Case No. 8:16-md-02737 (M.D. Fla.)**

The Honorable Mary S. Scriven (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

**MARINO v. COACH INC.****Case No. 1:16-cv-01122 (S.D.N.Y.)**

The Honorable Valerie Caproni (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

**BROWN v. DIRECTV, LLC****Case No. 2:13-cv-01170 (C.D. Cal.)**

The Honorable Dolly M. Gee (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

**IN RE: SSA BONDS ANTITRUST LITIGATION****Case No. 1:16-cv-03711 (S.D.N.Y.)**

The Honorable Edgardo Ramos (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

**KJESSLER v. ZAAPPAAZ, INC.****Case No. 4:18-cv-00430 (S.D. Tex.)**

The Honorable Nancy F. Atlas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

**HESTER v. WALMART, INC.****Case No. 5:18-cv-05225 (W.D. Ark.)**

The Honorable Timothy L. Brooks (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

**CLAY v. CYTOSPORT INC.****Case No. 3:15-cv-00165 (S.D. Cal.)**

The Honorable M. James Lorenz (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with

the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

### **GROGAN v. AARON'S INC.**

#### **Case No. 1:18-cv-02821 (N.D. Ga.)**

The Honorable J.P. Boulee (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.com), and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

### **CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO**

#### **Case No. D-202-CV-2001-00579 (N.M. Jud. Dist.)**

The Honorable Carl Butkus (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

### **SCHNEIDER v. CHIPOTLE MEXICAN GRILL, INC.**

#### **Case No. 4:16-cv-02200 (N.D. Cal.)**

The Honorable Haywood S. Gilliam, Jr. (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23...The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

### **HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC**

#### **Case No. 8:19-cv-00550 (M.D. Fla.)**

The Honorable Charlene Edwards Honeywell (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

### **CORCORAN v. CVS HEALTH**

#### **Case No. 4:15-cv-03504 (N.D. Cal.)**

The Honorable Yvonne Gonzalez Rogers (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group

LLC's experience and qualifications, and in light of defendants' non-opposition, the Court APPROVES Angeion Group LLC as the notice provider...Having considered the parties' revised proposed notice program, the Court agrees that the parties' proposed notice program is the "best notice that is practicable under the circumstances." The Court is satisfied with the representations made regarding Angeion Group LLC's methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B).

### **PATORA v. TARTE, INC.**

#### **Case No. 7:18-cv-11760 (S.D.N.Y.)**

The Honorable Kenneth M. Karas (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

### **CARTER v. GENERAL NUTRITION CENTERS, INC., AND GNC HOLDINGS, INC.**

#### **Case No. 2:16-cv-00633 (W.D. Pa.)**

The Honorable Mark R. Hornak (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

### **CORZINE v. MAYTAG CORPORATION**

#### **Case No. 5:15-cv-05764 (N.D. Cal.)**

The Honorable Beth L. Freeman (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

### **MEDNICK v. PRECOR, INC.**

#### **Case No. 1:14-cv-03624 (N.D. Ill.)**

The Honorable Harry D. Leinenweber (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

## **GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP**

### **Case No. 1:18-cv-20048 (S.D. Fla.)**

The Honorable Darrin P. Gayles (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

## **ANDREWS v. THE GAP, INC.**

### **Case No. CGC-18-567237 (Cal. Super. Ct.)**

The Honorable Richard B. Ulmer Jr. (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

## **COLE v. NIBCO, INC.**

### **Case No. 3:13-cv-07871 (D.N.J.)**

The Honorable Freda L. Wolfson (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

## **DIFRANCESCO v. UTZ QUALITY FOODS, INC.**

### **Case No. 1:14-cv-14744 (D. Mass.)**

The Honorable Douglas P. Woodlock (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

## **IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION**

### **Case No. 3:17-md-02777 (N.D. Cal.)**

The Honorable Edward M. Chen (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice...practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

## **RYSEWYK v. SEARS HOLDINGS CORPORATION**

### **Case No. 1:15-cv-04519 (N.D. Ill.)**

The Honorable Manish S. Shah (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

## **MAYHEW v. KAS DIRECT, LLC, AND S.C. JOHNSON & SON, INC.**

### **Case No. 7:16-cv-06981 (S.D.N.Y.)**

The Honorable Vincent J. Briccetti (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to "baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers," and will target users who are currently browsing or recently browsed categories "such as parenting, toddlers, baby care, [and] organic products." (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

## **IN RE: OUTER BANKS POWER OUTAGE LITIGATION**

### **Case No. 4:17-cv-00141 (E.D.N.C.)**

The Honorable James C. Dever III (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

## **GOLDEMBERG v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.**

### **Case No. 7:13-cv-03073 (S.D.N.Y.)**

The Honorable Nelson S. Roman (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

## **HALVORSON v. TALENTBIN, INC.**

### **Case No. 3:15-cv-05166 (N.D. Cal.)**

The Honorable Joseph C. Spero (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law.

## **IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION**

### **MDL No. 2669/Case No. 4:15-md-02669 (E.D. Mo.)**

The Honorable John A. Ross (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

## **TRAXLER v. PPG INDUSTRIES INC.**

### **Case No. 1:15-cv-00912 (N.D. Ohio)**

The Honorable Dan Aaron Polster (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

## **IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION**

### **Case No. 1:14-md-02583 (N.D. Ga.)**

The Honorable Thomas W. Thrash Jr. (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

## **ROY V. TITFLEX CORPORATION T/A GASTITE AND WARD MANUFACTURING, LLC**

### **Case No. 384003V (Md. Cir. Ct.)**

The Honorable Ronald B. Rubin (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. *I think the notice provisions are exquisite.*

## **IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION**

### **Case No. 2:08-cv-00051 (D.N.J.)**

The Honorable Madeline Cox Arleo (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and...finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

## **FENLEY V. APPLIED CONSULTANTS, INC.**

### **Case No. 2:15-cv-00259 (W.D. Pa.)**

The Honorable Mark R. Hornak (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of *the efforts of Angeion were highly successful and fulfilled all of those requirements.*

## **FUENTES V. UNIRUSH, LLC D/B/A UNIRUSH FINANCIAL SERVICES**

### **Case No. 1:15-cv-08372 (S.D.N.Y.)**

The Honorable J. Paul Oetken (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

## **IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION MDL No. 2001/Case No. 1:08-wp-65000 (N.D. Ohio)**

The Honorable Christopher A. Boyko (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

## **SATERIALE v. R.J. REYNOLDS TOBACCO CO.**

### **Case No. 2:09-cv-08394 (C.D. Cal.)**

The Honorable Christina A. Snyder (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

## **FERRERA v. SNYDER'S-LANCE, INC.**

### **Case No. 0:13-cv-62496 (S.D. Fla.)**

The Honorable Joan A. Lenard (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

## **SOTO v. THE GALLUP ORGANIZATION, INC.**

### **Case No. 0:13-cv-61747 (S.D. Fla.)**

The Honorable Marcia G. Cooke (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

## **OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.**

### **Case No. 3:14-cv-00645 (D. Or.)**

The Honorable Janice M. Stewart (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.



## **IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION**

### **MDL No. 2328/Case No. 2:12-md-02328 (E.D. La.)**

The Honorable Sarah S. Vance (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

**SA Exhibit E**

**COURT APPROVED LEGAL NOTICE**

*DeCostanzo v. GlaxoSmithKline plc et al.*, No. 2:21-cv-4869-NJC-AYS (E.D.N.Y.)

**If you lived in NY and were vaccinated with BOOSTRIX or were vaccinated with BOOSTRIX in the State of NY, between May 20, 2016 through May 20, 2020, and you were vaccinated with BOOSTRIX to protect someone other than yourself after viewing a specific advertisement, you may be eligible to receive a payment from a class action Settlement.**

*Para una notificación en Español, visitar [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com).*

A proposed Settlement has been reached with Defendants GlaxoSmithKline plc (now known as GSK plc) and GlaxoSmithKline LLC related to a multimedia advertising campaign that ran between 2015 and 2020 concerning pertussis, also known as “whooping cough,” in which each advertisement featured one or more anthropomorphic wolves, and was known, *inter alia*, as the “Big Bad Cough” campaign (“Advertising Campaign”). The litigation, which is pending in the United States District Court for the Eastern District of New York, alleges that the Advertising Campaign was misleading regarding BOOSTRIX’s prevention of the recipient’s transmission of pertussis. Defendants have vigorously defended the litigation on several grounds and denied any wrongdoing or liability whatsoever. The Settlement does not mean that the Defendants did anything wrong.

**IMPORTANT INFORMATION ABOUT THIS LITIGATION:** (1) BOOSTRIX has been and remains approved by the FDA for immunization against pertussis, tetanus, and diphtheria; (2) Plaintiff did not and does not allege that she contracted pertussis or transmitted pertussis to anyone else; and (3) the Advertising Campaign accurately portrayed the CDC’s guidance for pertussis vaccination from the relevant time period. Further, the Plaintiff has **not** challenged the safety or efficacy of BOOSTRIX for protecting the vaccine recipients themselves.

**Who is Included?** The Settlement Class includes all adults who viewed the Advertising Campaign, and either lived in New York at the time, or were vaccinated with BOOSTRIX in New York, and were vaccinated with BOOSTRIX between May 20, 2016 through May 20, 2020 (“Class Period”) in order to protect one or more other individuals from pertussis.

**What does the Settlement Provide?** The Settlement provides the following monetary relief to Settlement Class Members who submit a valid and timely Claim Form (“Eligible Claimant”): (1) Eligible Claimants who attest to their vaccination through a complete Claim Form demonstrating a valid Claim and also submit third-party documentation of their vaccination shall be paid \$50.00; (2) Eligible Claimants who attest to their vaccination through a complete Claim Form demonstrating a valid Claim but do not also submit third-party documentation of their vaccination shall be paid \$10.00. For complete information, please visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com).

**How To Get Benefits.** You must submit a valid and timely Claim Form to receive a Settlement Payment. The deadline to submit a Claim Form is **Month XX**, 2025. You can submit a Claim Form online at [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com), or download a Claim Form to complete and return by mail. You can also call 1-**XXX-XXX-XXXX** or email [info@BigBadCoughSettlement.com](mailto:info@BigBadCoughSettlement.com) to request that a Claim Form be sent to you.

**Your Other Options.** If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself from the Settlement by **Month XX, 2025**. If you do not exclude yourself, you may object to the Settlement by **Month XX, 2025**. If you submit a Claim Form, object to the Settlement, or do nothing, you are choosing to stay in the Settlement Class and will be legally bound by the Release set forth in the Settlement Agreement and the Court's Final Judgment. For complete details on how to exclude yourself from the Settlement or object to the Settlement, please visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com).

**The Court's Final Approval Hearing.** The Court has scheduled a hearing in this case for **Month XX, 2025**, at the United States District Court for the Eastern District of New York, 100 Federal Plaza, Central Islip, NY 11722. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any timely sent written objections and may also listen to people who have asked to speak at the hearing. The Court will also consider Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards. Class Counsel intends to ask for attorneys' fees in the amount of \$1,950,000, and plaintiff plans to seek a service fee of \$7,000. The date or time of the hearing may change, so please visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com) for updates.

**This Notice is only a Summary.** For complete information about the Settlement, please visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com) or call 1-XXX-XXX-XXXX. You may also write to the Settlement Administrator at: **Big Bad Cough** Settlement, 1650 Arch St., Ste 2210, Philadelphia, PA 19103.

## **SA Exhibit F**

**COURT APPROVED LEGAL NOTICE**

*DeCostanzo v. GlaxoSmithKline plc et al.*, No. 2:21-cv-04869-NJC-AYS (E.D.N.Y.)

**If you lived in NY and were vaccinated with BOOSTRIX or were vaccinated with BOOSTRIX in the State of NY, during the period of May 20, 2016 through May 20, 2020, and you were vaccinated with BOOSTRIX to protect one or more other individuals after viewing one or more certain advertisements, you may be eligible to receive a payment from a class action Settlement.**

*Para una notificación en Español, visitar [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com).*

A proposed Settlement has been reached with Defendants GlaxoSmithKline plc (now known as GSK plc) and GlaxoSmithKline LLC (together, “GSK”) related to a multimedia advertising campaign that ran between 2015 and 2020 concerning pertussis, also known as “whooping cough,” in which each advertisement featured one or more anthropomorphic wolves, and was known, among other things, as the “Big Bad Cough” campaign (“Advertising Campaign”). The litigation, which is pending in the United States District Court for the Eastern District of New York, alleges that the Advertising Campaign was misleading regarding BOOSTRIX’s ability to prevent its recipients from transmitting pertussis. GSK has vigorously defended the litigation on several grounds and denied any wrongdoing or liability whatsoever. The Settlement does not mean that GSK did anything wrong.

**IMPORTANT INFORMATION ABOUT THIS LITIGATION**

(1) BOOSTRIX has been and remains approved by the FDA for immunization against pertussis, tetanus, and diphtheria; (2) Plaintiff did not and does not allege that she contracted pertussis or transmitted pertussis to anyone else; and (3) the Advertising Campaign accurately portrayed the CDC’s guidance for pertussis vaccination from the relevant time period.

Further, the Plaintiff has **not** challenged the safety or efficacy of BOOSTRIX for protecting the vaccine recipients themselves.

**Your legal rights are affected regardless of whether you do or do not act.**

**Read this notice carefully.**

For complete details, visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com) or call toll-free 1-[XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

**Questions? Visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com) or call toll-free 1-[XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX)**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY: DEADLINE</b>	Submitting a valid Claim Form is the only way you can receive a Settlement Payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE</b>	If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against GSK. This is the only option that allows you to be part of any other lawsuit against GSK for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.
<b>OBJECT TO THE SETTLEMENT BY: DEADLINE</b>	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing at your own expense.
<b>DO NOTHING</b>	If you do nothing, you will not receive any benefits from the Settlement. You will also give up certain legal rights.

**WHAT THIS NOTICE CONTAINS**

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**WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE 4**

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY..... PAGE 4**

**HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM..... PAGE 5**

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## BASIC INFORMATION

### 1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments to Settlement Class Members who submitted a valid and timely Claim Form. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the United States District Court for the Eastern District of New York. The Litigation is captioned *DeCostanzo v. GlaxoSmithKline plc et al.*, No. 2:21-cv-04869-NJC-AYS (E.D.N.Y.). The individual who brought this Litigation, Lori DeCostanzo, is called the Plaintiff, and the entities that were sued, GlaxoSmithKline plc (now known as GSK plc) and GlaxoSmithKline LLC are called the Defendants or “GSK.”

### 2. What is this Litigation about?

The Plaintiff alleges that the Advertising Campaign was misleading regarding BOOSTRIX’s ability to prevent its recipients from transmitting pertussis. GSK has vigorously defended the Litigation on several grounds and denied any wrongdoing or liability whatsoever.

For more information about Plaintiff’s allegations and GSK’s defenses, please visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com).

### 3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and one judge resolves the issues for all Settlement Class members, except for those who exclude themselves from the Settlement Class (also known as “opting out” of the Settlement Class).

### 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or GSK.

The Plaintiff and Class Counsel have conducted a thorough investigation of the facts and law relating to the matters alleged in the Litigation and believe that the Litigation has substantial merit. However, Plaintiff and Class Counsel recognize and acknowledge the expense, length, and uncertainty of continued proceedings necessary to prosecute the Litigation, the cost and time necessary for such a Litigation, and the delays that are inherent in such complex litigation. With those considerations, compared against the substantial benefits to be conferred on the Settlement Class by the Settlement, Plaintiff and Class Counsel have determined that the Settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

GSK has denied and continues to deny vigorously the claims and allegations asserted by Plaintiff, and any fault, wrongdoing, illegal conduct, or liability whatsoever on its part, and further has asserted numerous defenses to the facts and causes of action alleged in the Litigation. This Settlement Agreement shall not be construed as, or deemed to be evidence of, an admission by GSK of any fault, wrongdoing, or liability whatsoever, or that any of the allegations in the Litigation are true or support a claim. Without conceding

any lack of merit in its defenses, GSK considers it desirable to enter into this Settlement to avoid further expense, to dispose of protracted litigation, and to avoid the uncertain outcome of proceeding in the Litigation.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

The **Eligible Settlement Class Members** include: All adults who viewed the **Advertising Campaign**, and either lived in New York at the time, or were vaccinated with **BOOSTRIX** in New York, and were vaccinated with **BOOSTRIX** during the **Class Period** in order to protect one or more other individuals from pertussis.

The **Advertising Campaign** was the GSK multimedia advertising campaign that ran between 2015 and 2020 concerning pertussis, also known as “whooping cough,” in which each advertisement featured one or more anthropomorphic wolves, and was known as the “Big Bad Cough” campaign.

**BOOSTRIX** is the tetanus toxoid, reduced diphtheria toxoid, and acellular pertussis (Tdap) vaccine developed and manufactured by GSK.

The **Class Period** refers to the time period from May 20, 2016 through May 20, 2020.

If you are still not sure whether you are included in the Settlement Class, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX, emailing [info@BigBadCoughSettlement.com](mailto:info@BigBadCoughSettlement.com), or by visiting the Settlement Website at [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com).

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

Yes. Specifically excluded from the Settlement Class are (i) any woman who was vaccinated with BOOSTRIX while pregnant; (ii) GSK, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which GSK has a controlling interest; (iii) judge(s) presiding over the Litigation; (iv) counsel of record for the Parties; and (v) all Persons who validly opt-out in a timely manner.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

The Settlement provides for the following monetary relief to Settlement Class Members who submit timely and valid Claim Forms (“Eligible Claimants”).

Eligible Claimants who submit a complete Claim Form with Attestation of Vaccination demonstrating a valid Claim **with Qualifying Proof of Vaccination** shall be paid a total of \$50.00.

Eligible Claimants who submit a complete Claim Form with Attestation of Vaccination demonstrating a valid Claim **without Qualifying Proof of Vaccination** shall be paid a total of \$10.00.

**Qualifying Proof of Vaccination** means, with respect to any Settlement Class Member’s qualifying vaccination with BOOSTRIX during the Class Period: (i) appropriate documentary records created by the health care provider or pharmacy that administered the subject vaccination

to the Settlement Class Member that reflect the vaccination with BOOSTRIX during the Class Period; (ii) appropriate documentary records created by the insurer covering the Settlement Class Member with regard to the subject vaccination that reflect the vaccination with BOOSTRIX; or (iii) any other satisfactory medical documentation of the vaccination with BOOSTRIX created before February 10, 2025 by a third party that recorded the date and type of vaccination administered to the Settlement Class Member (e.g., medical records maintained by a hospital or a primary care physician).

For additional information, please visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com).

## HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

### 8. How do I get benefits from the Settlement?

In order to receive a Settlement Payment, you must complete and submit a timely and valid Claim Form. You can submit a Claim Form online at [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com).

You may also submit a paper Claim Form. Claim Forms are available for download at [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com), or you may request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and mail it along with any Qualifying Proof of Vaccination so it is postmarked no later than **Month Day, 202X** to: **Big Bad Cough Settlement, Attn: Claim Forms, 1650 Arch St., Ste. 2210, Philadelphia, PA 19103.**

### 9. How will claims be decided?

The Settlement Administrator will decide whether the information provided on the Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the Settlement Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid.

### 10. When will I get my payment?

The Court will hold a Final Approval Hearing at **\_\_:\_0\_.m. on Month Day, 202X** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing [info@BigBadCoughSettlement.com](mailto:info@BigBadCoughSettlement.com) or calling toll-free 1-XXX-XXX-XXXX.

## 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 to receive a Settlement Payment, you must submit a Claim Form online or postmarked by **Month Day, 202X.**

If you do nothing, you will **not** receive Settlement benefits and you will also give up certain legal rights.

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

If the Settlement becomes final, you will give up your right to sue GSK for the claims being resolved by this Settlement. The specific claims you are giving up against GSK and the claims you are releasing are described in the Settlement Agreement, available at [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com). The Settlement

Questions? Visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com) or call toll-free 1-XXX-XXX-XXXX

Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, 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.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want any benefits from this Settlement, and you want to keep the right to sue GSK about legal issues resolved by this Settlement, 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 still get payment from the Settlement?**

No. If you exclude yourself from the Settlement, you will not be entitled to receive a Settlement Payment, but you will not be bound by the Release set forth in the Settlement Agreement and the Court’s Final Judgment in this case.

#### **14. If I do not exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself from the Settlement, you give up any right to sue GSK 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.

#### **15. How do I get out of the Settlement?**

To validly request exclusion from the Settlement Class, a member of the Settlement Class must submit a written opt-out request to the Settlement Administrator stating that “I wish to exclude myself from the Settlement Class in the BOOSTRIX Advertising Campaign Class Action Settlement” (or substantially similar clear and unambiguous language). That written request shall contain said Person’s printed name, address, telephone number, email address, and date of birth. The request for exclusion must contain the written signature of said Person seeking to exclude himself or herself from the Settlement Class. Opt-out requests must be mailed so it postmarked no later than **DATE** to the address below:

**Big Bad Cough** Settlement  
**Attn: Exclusions**  
P.O. Box 58220  
Philadelphia, PA 19102

Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

### **THE LAWYERS REPRESENTING YOU**

#### **16. Do I have a lawyer in this case?**

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

**SIRI & GLIMSTAD LLP**  
Aaron Siri  
Elizabeth A. Brehm  
Mason A. Barney  
745 Fifth Avenue, Suite 500  
New York, New York 10151

Questions? Visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com) or call toll-free 1-**XXX-XXX-XXXX**

Michael P. Connett  
700 S. Flower Street, Suite 1000  
Los Angeles, California 90017

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

### 17. How will Class Counsel be paid?

Class Counsel shall apply to the Court for an award of attorneys' fees not to exceed one million, nine hundred and fifty thousand dollars (\$1,950,000) in full satisfaction of their claim for costs and attorneys' fees. Class Counsel will also seek a Service Award in the amount of \$7,000 for Plaintiff Lori DeCostanzo in recognition of her time, costs, and effort in the Litigation, including her undertaking of related risks and burdens. The Court may award less than these amounts.

## OBJECTING TO THE SETTLEMENT

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

Any Settlement Class Member who does not submit a written request for exclusion may present a written objection to the settlement explaining why he or she believes the Settlement Agreement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member who wishes to submit an objection must deliver the written objection to the Court and the Settlement Administrator(s) so that it is postmarked by **DATE**, and subject to the following requirements.

Court	Settlement Administrator
Clerk of the Court United States District Court for the Eastern District of New York 100 Federal Plaza Central Islip, NY 11722	<b>Big Bad Cough</b> Settlement <b>Attn: Objections</b> P.O. Box 58220 Philadelphia, PA 19102

The written objection shall contain: (a) the Settlement Class Member's printed name, address, telephone number, and date of birth; (b) evidence showing that the objector is a Settlement Class Member; (c) a detailed written statement of the objection(s) and the aspect(s) of the settlement being challenged, as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention; (d) any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection; (e) the written wet signature of the Settlement Class Member making the objection; (f) the name and contact information for any attorney representing the Settlement Class Member; and (g) a statement on whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Final Approval Hearing.

A Settlement Class Member may object on his or her own behalf or through an attorney; however, even if represented, the Settlement Class Member must individually sign the objection and all attorneys who are involved in any way asserting objections on behalf of the Settlement Class Member must be listed on the objection papers. Counsel for the Parties may take the deposition of any objector prior to the Final Approval

Hearing in a location convenient for the objector (including by remote video deposition at the Parties' election).

### 19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** at the United States District Court for the Eastern District of New York, **100 Federal Plaza, Central Islip, NY 11722**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any timely sent written objections and may also listen to people who have asked to speak at the hearing. The Court will also consider Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards. The date or time of the hearing may change, so please visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com) for updates.

### 21. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have; however, you are welcome to attend the hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

### 22. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

## IF YOU DO NOTHING

### 23. What happens if I do nothing?

If you do nothing, you will not receive any Settlement Benefits. If the Court approves the Settlement, and you do nothing, you will be bound by the Release set forth in the Settlement Agreement and the Court's Final Judgment. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against GSK or Released Parties about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

## GETTING MORE INFORMATION

### 24. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement available at [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com), or by writing to Settlement Administrator:

**Big Bad Cough** Settlement  
c/o Settlement Administrator

Questions? Visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com) or call toll-free 1-**XXX-XXX-XXXX**

1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
[info@BigBadCoughSettlement.com](mailto:info@BigBadCoughSettlement.com)

## 25. How do I get more information?

For more information, please visit [www.BigBadCoughSettlement.com](http://www.BigBadCoughSettlement.com) or call toll-free 1-XXX-XXX-XXXX. You can also contact the Settlement Administrator by mail or email.

*Please do not call the Court or the Clerk of the Court for additional information.*

**SA Exhibit G**

Your claim must be  
submitted online or  
postmarked by:  
**[DEADLINE]**

**BOOSTRIX  
CLAIM**

## CLAIM FORM

### GENERAL INSTRUCTIONS FOR SETTLEMENT CLASS MEMBERS

Anyone who believes they are eligible to receive a payment as part of the settlement of the *DeCostanzo v. GlaxoSmithKline plc et al.* litigation must complete this claim form. For the claim form to be valid, the eligible Settlement Class Member must complete all five (5) sections.

#### Who is an Eligible Settlement Class Member?

The **Eligible Settlement Class Members** include: All adults who viewed the **Advertising Campaign**, and either lived in New York at the time, or were vaccinated with **BOOSTRIX** in New York, and were vaccinated with **BOOSTRIX** during the **Class Period** in order to protect one or more other individuals from pertussis.

The **Advertising Campaign** was the GSK multimedia advertising campaign that ran between 2015 and 2020 concerning pertussis, also known as “whooping cough,” in which each advertisement featured one or more anthropomorphic wolves, and was known as the “Big Bad Cough” campaign.

**BOOSTRIX** is the tetanus toxoid, reduced diphtheria toxoid, and acellular pertussis (Tdap) vaccine developed and manufactured by GSK.

The **Class Period** refers to the time period from May 20, 2016 through May 20, 2020.

**Excluded from the Settlement Class are:** (i) any woman who was vaccinated with BOOSTRIX while pregnant; (ii) GSK, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which GSK has a controlling interest; (iii) judges presiding over the Litigation; (iv) counsel of record for the Parties; and (v) all Persons who validly opt-out in a timely manner.

#### What Monetary Relief Can Eligible Settlement Class Members Receive?

Only one (1) Claim may be filed per Settlement Class Member.

Eligible Claimants who submit a complete Claim Form with Attestation of Vaccination demonstrating a valid Claim **with Qualifying Proof of Vaccination** shall be paid a total of \$50.00.

Eligible Claimants who submit a complete Claim Form with Attestation of Vaccination demonstrating a valid Claim **without Qualifying Proof of Vaccination** shall be paid a total of \$10.00.

**Qualifying Proof of Vaccination** means, with respect to any Settlement Class Member’s qualifying vaccination with BOOSTRIX during the Class Period: (i) appropriate documentary records created by the health care provider or pharmacy that administered the subject vaccination to the Settlement Class Member that reflect the vaccination with BOOSTRIX during the Class Period; (ii) appropriate documentary records created by the insurer covering the Settlement Class Member with regard to the subject vaccination that reflect the vaccination with BOOSTRIX; or (iii) any other satisfactory medical documentation of the vaccination with BOOSTRIX created before February 10, 2025 by a third party that recorded the date and type of vaccination administered to the Settlement Class Member (*e.g.*, medical records maintained by a hospital or a primary care physician).

#### How You Can Submit A Claim?

Mail your completed Claim Form along with supporting documentation to: \_\_\_\_\_ **Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.** Do not include original copies of your supporting documentation, as the documentation will not be returned to you.

Alternatively, you may complete and submit your Claim Form online at **WEBSITE**.

Your claim must be submitted online or postmarked by: **[DEADLINE]**

**BOOSTRIX CLAIM**

**CLAIM FORM**

**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

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

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address**

**Telephone Number**

**II. STATEMENTS ABOUT YOUR BOOSTRIX VACCINATION**

Check each box that is an accurate statement about your Boostrix vaccination. By checking a box, you are swearing under penalty of perjury that the statement is true and correct.

- I was vaccinated with BOOSTRIX during the Class Period after seeing one or more advertisements in the Advertising Campaign.
- I was vaccinated with BOOSTRIX rather than a different Tdap vaccine with a different brand name during the Class Period.
- I lived in New York at the time of the subject vaccination with BOOSTRIX and/or received the subject vaccination with BOOSTRIX in New York.
- I received the subject vaccination with BOOSTRIX in order to protect one or more other individuals against pertussis.
- I did **not** receive the subject vaccination with BOOSTRIX while pregnant in order to protect my fetus (through maternal immunization).

**III. SPECIFIC DETAILS ABOUT YOUR BOOSTRIX VACCINATION**

Please provide all of the information requested below:

1. The approximate date of your BOOSTRIX vaccination (MM/YYYY): \_\_\_ / \_\_\_ \_\_\_

Your claim must be submitted online or postmarked by: **[DEADLINE]**

DeCostanzo, et al. v. SmithKline plc et al.

Case No. 2:21-cv-4869-NJC-AYS

United States District Court, Eastern District of New York

**BOOSTRIX CLAIM**

**CLAIM FORM**

- 2. The location of your BOOSTRIX vaccination: City: \_\_\_\_\_ State: \_\_\_\_
- 3. The name of the medical practice or pharmacy that was responsible for administering your BOOSTRIX vaccination: \_\_\_\_\_
- 4. The name(s) of the specific individual(s) whom you sought to protect from pertussis through your BOOSTRIX vaccination: \_\_\_\_\_

**Select from one of the following:**

- I am submitting my Qualifying Proof of Vaccination with this Claim Form (see “Monetary Relief” section above).
- I am submitting only this Claim Form with Attestation of Vaccination without Qualifying Proof of Vaccination.

**IV. PAYMENT SELECTION**

Please select **one** of the following payment options:

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided in Section I above.

**V. AFFIRMATION & SIGNATURE**

I swear and affirm under penalty of perjury pursuant to laws of the United States of America to the following:

- The information provided in this Claim Form, including any Qualifying Proof of Vaccination submitted in support of this Claim Form, is true and correct to the best of my knowledge.
- I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.
- By signing and submitting this Claim Form, I agree to be bound by the Release set forth in the Settlement Agreement and the Court’s Final Judgment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date