

1 [Submitting Counsel on Signature Page]
2
3
4
5
6
7
8
9

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 IN RE JUUL LABS, INC., MARKETING,
14 SALES PRACTICES, AND PRODUCTS
15 LIABILITY LITIGATION

CASE NO. 19-md-02913-WHO

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

16 _____
17 This Document Relates to:
18 All Class Actions

MOTION HEARING

19 DATE: TBD
20 TIME: TBD
21 LOCATION: TBD

HON. WILLIAM H. ORRICK III

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL 1

I. INTRODUCTION 2

II. PROCEDURAL HISTORY..... 3

 A. The *Colgate* Action..... 3

 B. The MDL..... 3

 C. Class Certification..... 4

 D. Settlement Negotiations 5

III. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT. 5

 A. Legal Standard 5

 B. The Settlement Is Fair, Adequate, and Reasonable..... 5

 1. Procedural Considerations 5

 a. Adequate Representation of the Class..... 6

 b. Arm’s Length Negotiations..... 6

 2. Substantive Considerations 7

 a. Strength of Plaintiffs’ Case and Risks of Continued
Litigation..... 7

 b. The Proposed Plan of Allocation Provides An Effective and
Equitable Method For Distributing Benefits To the Class..... 9

 c. Attorneys’ Fees and Costs..... 10

 d. Service Awards to Class Representatives 11

 e. Supplemental Agreements 12

 f. Equitable Treatment of Class Members..... 13

 g. The Released Claims Are Identical to Those Pled in the
Litigation..... 15

 h. Past Distributions 16

 C. CERTIFICATION OF THE SETTLEMENT CLASS IS LIKELY 16

IV. THE NOTICE PLAN SHOULD BE APPROVED. 20

V. THE SETTLEMENT ADMINISTRATOR SHOULD BE APPROVED..... 21

VI. THE COURT SHOULD APPROVE THE PAYMENT OF INITIAL EXPENSES
PRIOR TO FINAL APPROVAL..... 22

VII. THE COURT SHOULD SET A FINAL APPROVAL SCHEDULE 23

VIII. CONCLUSION 23

TABLE OF AUTHORITIES

CASES

Adams v. Inter-Con Sec. Sys. Inc.,
2007 WL 3225466 (N.D. Cal. Oct. 30, 2007)..... 7

Allen v. Similasan Corp.,
2017 WL 1346404 (S.D. Cal. Apr. 12, 2017)..... 16

Alvarez v. Farmers Ins. Exchange,
2017 WL 2214585 (N.D. Cal. Jan. 18, 2017) 11

Amchem Prods., Inc. v. Windsor,
521 U.S. 591 (1997)..... 20

Broomfield v. Craft Brew All., Inc.,
2020 WL 1972505 (N.D. Cal. Feb. 5, 2020) 15

Bruno v. Quten Research Inst., LLC,
2013 WL 990495 (C.D. Cal. Mar. 13, 2013)..... 15

Colgate v. JUUL Labs, Inc.,
345 F. Supp. 3d 1178 (N.D. Cal. 2018) 3

Colgate v. Juul Labs, Inc.,
402 F. Supp. 3d 728 (N.D. Cal. 2019) 3

De La Torre v. CashCall, Inc.,
2017 WL 2670699 (N.D. Cal. June 21, 2017) 16

Fitzhenry-Russell v. Coca-Cola Co.,
2019 WL 11557486 (N.D. Cal. Oct. 3, 2019)..... 15

Foster v. Adams & Assocs.,
2021 WL 4924849 (N.D. Cal. Oct. 21, 2021)..... 17

Garner v. State Farm. Mut. Auto. Ins. Co.,
2010 WL 1687832 (N.D. Cal. Apr. 22, 2010) 7

Hanlon v. Chrysler Corp.,
150 F.3d 1011 (9th Cir. 1998)..... 6, 19

Harris v. Marhoefer,
24 F.3d 16 (9th Cir. 1994)..... 10

In re Groupon, Inc. Mktg. and Sales Practices Litig.,
2012 WL 13175871 (S.D. Cal. Sep. 28, 2012) 15

In re Health S. Corp. Sec. Litig.,
334 F. App’x 248 (11th Cir. 2009) 12

In re High-Tech Employee Antitrust Litig.,
2015 WL 5158730 (N.D. Cal. Sept. 2, 2015) 11

In re Hyundai & Kia Fuel Econ. Litig.,
926 F.3d 539 (9th Cir. 2019)..... 19

1 *In re JUUL Labs, Inc., Mktg. Sales Pracs. & Prods. Liab. Litig.*, 533 F. Supp. 3d
858 (N.D. Cal. Apr. 13, 2021) 3

2 *In re Juul Labs, Inc., Mktg., Sales Practices, & Prods. Liab. Litig.*,
3 497 F. Supp. 3d 552 (N.D. Cal. 2020) 3

4 *In re Lidoderm Antitrust Litig.*,
2018 WL 4620695 (N.D. Cal. Sept. 20, 2018) 11

5 *In re Online DVD-Rental Antitrust Litig.*,
6 779 F.3d 934 (9th Cir. 2015)..... 12

7 *Johnson v. Triple Leaf Tea Inc.*,
2015 WL 8943150 (N.D. Cal. Nov. 16, 2015)..... 8

8 *Just Film v. Buono*,
847 F.3d 1108 (9th Cir. 2017)..... 18

9 *Massey v. Star Nursing, Inc.*,
10 2022 WL 14151758 (N.D. Cal. Oct. 24, 2022)..... 20

11 *Nat’l Rural Telecomm. Coop. v. DIRECTV*,
221 F.R.D. 523 (C.D. Cal. 2004) 6

12 *Officers for Justice v. Civil Serv. Comm’n*,
13 688 F.2d 615 (9th Cir. 1982)..... 7, 20

14 *Pettit v. Procter & Gamble Co.*,
2017 WL 3310692 (N.D. Cal. Aug. 3, 2017)..... 18

15 *Phillips Petroleum Co. v. Shutts*,
472 U.S. 797, 105 S. Ct. 2965, 86 L. Ed. 2d 628 (1985)..... 20

16 *Rodriguez v. West Publ’g Corp.*,
17 563 F.3d 948 (9th Cir. 2009)..... 6, 7

18 *Staton v. Boeing Co.*,
327 F.3d 938 (9th Cir. 2003)..... 19

19 *Thomas v. MagnaChip Semiconductor Corp.*,
20 2017 WL 4750628 (N.D. Cal. Oct. 20, 2017)..... 12

21 *Tyson Foods, Inc. v. Bouaphakeo*,
577 U.S. 442 (2016)..... 19

22 *Wal-Mart Stores, Inc. v. Dukes*,
564 U.S. 338 (2011)..... 18, 19

23 *Wolin v. Jaguar Land Rover N. Am., LLC*,
24 617 F.3d 1168 (9th Cir. 2010)..... 18

25 *Wren v. RGIS Inventory Specialists*,
2011 WL 1230826 (N.D. Cal. Apr. 1, 2011) 11

26 **STATUTES**

27 28 U.S.C. § 1407 3

28

OTHER AUTHORITIES

1 *Newberg on Class Actions*, § 11.28, 11-59 19

2 4 A. Conte & H. Newberg on Class Actions at § 11.24 (4th ed. 2002) 6

3 4 William B. Rubenstein, *Newberg on Class Actions* § 12:18 (5th ed. 2011) 13

4 5 *Moore’s Federal Practice*, §23.85[2][e] (Matthew Bender 3d ed.) 6

5 *Manual for Complex Litigation, Third* § 30.42 (1995) 6

6 *Newberg on Class Actions* § 3:31 (5th ed.) 18

RULES

7 Fed. R. Civ. P. 23 1, 2, 16

8 Fed. R. Civ. P. 23(a) 4

9 Fed. R. Civ. P. 23(b) 16

10 Fed. R. Civ. P. 23(b)(3) 4, 16, 17, 19

11 Fed. R. Civ. P. 23(b)(3)(D) 20

12 Fed. R. Civ. P. 23(e) 12

13 Fed. R. Civ. P. 23(e)(1) 5, 16, 20

14 Fed. R. Civ. P. 23(e)(2) 5

15 Fed. R. Civ. P. 23(e)(2)(A)-(B) 5

16 Fed. R. Civ. P. 23(e)(2)(C) 7

17 Fed. R. Civ. P. 23(e)(2)(C)(ii) 9

18 Fed. R. Civ. P. 23(e)(2)(D) 7

19 Fed. R. Civ. P. 23(e)(3) 12

20

21

22

23

24

25

26

27

28

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL

PLEASE TAKE NOTICE THAT on a date and time convenient for the Honorable William H. Orrick III of the United States District Court for the Northern District of California, San Francisco Division, located in Courtroom 2, 17th Floor at 450 Golden Gate Avenue, San Francisco, CA 94102, Class Plaintiffs,¹ by and through their undersigned counsel of record, will and hereby do move for entry of an order:²

- (1) preliminarily approving the proposed settlement of the class action claims in this litigation as against certain Defendants;
- (2) finding that certification for purposes of settlement of the Settlement Class defined as follows is likely: All individuals who purchased, in the United States, a JUUL Product from brick and mortar or online retailer before December 6, 2022;³
- (3) preliminarily approving the proposed Plan of Allocation;
- (4) approving and ordering the implementation of the proposed Notice Plan;
- (5) authorizing the payment of initial settlement administration expenses; and
- (6) setting a date for a Final Approval Hearing.

A copy of Class Plaintiffs’ [Proposed] Order Granting Preliminary Approval of Class Action Settlement is separately submitted with this Motion.

Class Plaintiffs’ Motion is based on Federal Rule of Civil Procedure 23, the Northern District’s Procedural Guidance for Class Action Settlement (“District Guidelines”), this Notice of

¹ Class Plaintiffs for the purposes of settlement are Bradley Colgate, Joseph DiGiacinto on behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of L.B.

² Capitalized terms in this Motion incorporate the defined terms from the Class Settlement Agreement.

³ Excluded from the Settlement Class are (a) the Settling Defendants or any other named defendant in the litigation; (b) officers, directors, employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated companies of the Settling Defendants or any other named defendant in the litigation; (c) Class Counsel and their employees; (d) the Court and other judicial officers, their immediate family members, and associated court staff assigned to MDL No. 2913; and (e) those individuals who timely and validly exclude themselves from the Settlement Class.

1 Motion, the supporting Memorandum of Points and Authorities, the Declaration of Dena Sharp,
2 the declaration of Cam Azari (Senior Vice President with Epiq Class Action & Claims Solutions,
3 Inc.), and the pleadings and papers on file in MDL No. 2913 (the “Litigation”), and any other
4 matter this Court may take notice of.

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I. INTRODUCTION**

7 Class Plaintiffs seek preliminary approval of a \$255,000,000 settlement with Defendants
8 JUUL Labs, Inc. (“JLI”), James Monsees, Adam Bowen, Riaz Valani, Nicholas Pritzker, and
9 Hoyoung Huh. While the litigation has been complex and challenging, the proposed settlement is
10 simple: the Settlement Class gets a \$255 million, non-reversionary fund in exchange for releasing
11 their economic loss claims. This settlement, which is the result of years of mediation overseen by
12 Special Master Thomas J. Perrelli, resolves the Class claims against all defendants other than
13 Altria, against whom the litigation will continue.⁴

14 Settlement Class members will be eligible for payments from the Class Settlement Fund
15 based on the estimated amount they paid for JUUL Products. The notice program will advise
16 Settlement Class members of their rights and options. Payments will be distributed to Class
17 members in accordance with the Plan of Allocation, which Class Counsel has designed to
18 maximize claims. The settlement offers Class Members a streamlined claim process supervised
19 by Class Counsel and an experienced Class Settlement Administrator. Attorneys’ fees, expenses,
20 and service awards will be paid from the Settlement Fund in amounts subject to this Court’s
21 discretion.

22 The Class Settlement Agreement (Sharp Decl., Ex. 1) meets all the criteria for approval
23 under Federal Rule of Civil Procedure 23. The carefully negotiated settlement is the product of
24 extensive arm’s-length negotiations among experienced attorneys familiar with the legal and
25 factual issues in this case, including the risks at trial and on appeal. The terms of the Class
26

27 ⁴ In separate agreements, JLI has also resolved the claims brought by individuals who asserted
28 claims for personal injury, and by school district and local government entities that asserted
claims for public nuisance (the Non-Class Settlement Agreements).

1 Settlement Agreement and Plan of Allocation treat all Class members equitably relative to each
2 other and will deliver significant relief. Class Plaintiffs and Class Counsel believe this settlement
3 is fair, reasonable, adequate, and in the best interests of the Settlement Class.

4 Class Plaintiffs ask the Court to initiate the settlement approval process by entering the
5 proposed Preliminary Approval Order, directing that notice be given in accordance with the
6 proposed Notice Plan, and setting a date for the fairness hearing.

7 **II. PROCEDURAL HISTORY**

8 **A. The Colgate Action**

9 On April 26, 2018, Bradley Colgate and Kaytlin McKnight filed a class action complaint
10 against JLI. N.D. Cal. No. 2018-cv-2499 (“Colgate”), Dkt. 1. The Court subsequently denied
11 JLI’s motion to compel arbitration and largely denied multiple motions to dismiss Plaintiffs’
12 amended complaints. *See Colgate* Dkts. 40, 41, 66, 82, 98, 99, and 139; *Colgate v. JUUL Labs,*
13 *Inc.*, 345 F. Supp. 3d 1178, 1187 (N.D. Cal. 2018); *Colgate v. Juul Labs, Inc.*, 402 F. Supp. 3d
14 728 (N.D. Cal. 2019) (*Colgate* Dkt. 139.).

15 **B. The MDL**

16 On July 29, 2019, JLI filed a motion to transfer related cases for coordinated pretrial
17 proceedings pursuant to 28 U.S.C. § 1407. MDL No. 2913, Dkt. 1. On October 2, 2019, the
18 JPML granted JLI’s motion and transferred all cases to this Court. MDL No. 2913, Dkt. 144.
19 Following centralization in this Court, plaintiffs filed a consolidated complaint. Dkt. 387.
20 Defendants responded with a motion to dismiss. *E.g.*, Dkts. 626-629, 632, 645, 647-648, 750,
21 745, 748, 751, 752/778. On October 23, 2020, the Court again largely denied Defendants’ motion
22 to dismiss. *See In re Juul Labs, Inc., Mktg., Sales Practices, & Prods. Liab. Litig.*, 497 F. Supp.
23 3d 552, 677 (N.D. Cal. 2020). Plaintiffs filed a second amended consolidated class action
24 complaint on November 12, 2020, Dkt. 1358, and the Court denied Defendants’ motion to
25 dismiss that complaint on April 13, 2021, *In re JUUL Labs, Inc., Mktg. Sales Pracs. & Prods.*
26 *Liab. Litig.*, 533 F. Supp. 3d 858, 862-63 (N.D. Cal. Apr. 13, 2021).

1 Discovery began before motions to dismiss were even filed, and continued for years.
2 Defendants produced millions of pages of documents, Plaintiffs obtained information pursuant to
3 interrogatories and stipulations, and conducted over 100 depositions of Defendants' employees
4 and third parties. The parties also engaged in expert discovery, which included reports and
5 depositions from experts on topics including the chemistry and marketing of JUUL products, and
6 the damages claimed by JUUL purchasers.

7 C. Class Certification

8 Following completion of class certification related discovery, Plaintiffs Bradley Colgate,
9 Joseph DiGiacinto on behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of
10 L.B. moved to certify four classes of purchasers of JUUL products for purposes of trial on Class
11 Plaintiffs' bellwether claims (under the federal Racketeering Influenced and Corrupt
12 Organizations Act ("RICO") and California law. Dkt. 1772-2. On June 28, 2022, the Court
13 granted the motion, appointed those individuals as class representatives, and denied all pending
14 Daubert motions. *In re JUUL Labs, Inc., Mktg. Sales Pracs. & Prods. Liab. Litig.*, No. 19-md-
15 02913-WHO, 2022 WL 2343268 (N.D. Cal. June 28, 2022) ("*Class Cert. Order*"). Under Federal
16 Rule of Civil Procedure 23(a) and 23(b)(3), the Court certified the following Classes:

- 17 • **Nationwide Class:** All persons who purchased, in the United States, a JUUL product.
- 18 • **Nationwide Youth Class:** All persons who purchased, in the United States, a JUUL
19 product and were under the age of eighteen at the time of purchase.
- 20 • **California Class:** All persons who purchased, in California, a JUUL product.
- 21 • **California Youth Class:** All persons who purchased, in California, a JUUL product and
22 were under the age of eighteen at the time of purchase.

23 *Class Cert. Order*, 2022 WL 2343268 at *57-58.

24 On July 12, 2022, Defendants filed three Rule 23(f) petitions seeking permission to appeal
25 the Court's order granting class certification. *See* Ninth Circuit Case, Nos. 22-80061, 22-80062,
26 and 22-80063. The Ninth Circuit consolidated the cases and on October 24, 2022, granted
27 Defendants permission to appeal. *E.g.*, Ninth Circuit Case No. 22-80063, Dkt. 14.
28

1 **D. Settlement Negotiations**

2 On May 18, 2020, this Court appointed Thomas J. Perrelli as Settlement Master. Dkt. 564.
3 The settlement is the result of extensive discussions under Mr. Perrelli’s supervision. Sharp Decl.
4 ¶ 14.

5 **III. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT.**

6 **A. Legal Standard**

7 At the preliminary approval stage, the Court will direct notice of a proposed settlement to
8 the class if the Court concludes that it will likely be able to approve the settlement as fair,
9 reasonable, and adequate under Rule 23(e)(2) and to certify the settlement class. Fed. R. Civ. P.
10 23(e)(1). To assess the proposal under Rule 23(e)(2), the Court considers whether:

- 11 (A) the class representatives and class counsel have adequately represented the class;
- 12 (B) the proposal was negotiated at arm’s length;
- 13 (C) the relief provided for the class is adequate, taking into account:
 - 14 (i) the costs, risks, and delay of trial and appeal;
 - 15 (ii) the effectiveness of any proposed method of distributing relief to the class,
16 including the method of processing class-member claims;
 - 17 (iii) the terms of any proposed award of attorney’s fees, including timing of
18 payment; and
 - 19 (iv) any agreement required to be identified under Rule 23(e)(3); and
- 20 (D) the proposal treats class members equitably relative to each other.

21 Fed. R. Civ. P. 23(e)(2). The Court also considers the Northern District of California’s
22 Guidelines.

23 **B. The Settlement Is Fair, Adequate, and Reasonable**

24 **1. Procedural Considerations**

25 The Court must first consider whether “the class representatives and class counsel have
26 adequately represented the class” and whether “the proposal was negotiated at arm’s length.” Fed.
27 R. Civ. P. 23(e)(2)(A)-(B). As the Advisory Committee notes suggest, these are “matters that
28 might be described as ‘procedural’ concerns, looking to the conduct of the litigation and the
negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23(e)(2)(A)-(B) advisory

1 committee’s note to 2018 amendment. These concerns implicate factors such as the non-collusive
 2 nature of the negotiations, as well as the extent of discovery completed and stage of the
 3 proceedings. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011,1026 (9th Cir. 1998).

4 **a. Adequate Representation of the Class**

5 The Court previously found that Class Plaintiffs, and their counsel, were adequate. *Class*
 6 *Cert. Order*, 2022 WL 2343268, at *8 (“Based on their thorough and robust advocacy to date, I
 7 find that they are adequate.”). Nothing has occurred since that time to change this finding. The
 8 Class Plaintiffs have zealously represented the interests of JUUL purchasers.⁵

9 **b. Arm’s Length Negotiations**

10 The Ninth Circuit “put[s] a good deal of stock in the product of an arm’s-length, non-
 11 collusive, negotiated resolution” in approving a class action settlement. *Rodriguez v. West Publ’g*
 12 *Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). Class settlements are presumed fair when they are
 13 reached “following sufficient discovery and genuine arms-length negotiation,” both of which
 14 occurred here. *See Nat’l Rural Telecomm. Coop. v. DIRECTV*, 221 F.R.D. 523, 528 (C.D. Cal.
 15 2004); 4 A. Conte & H. Newberg on Class Actions at § 11.24 (4th ed. 2002). “The extent of
 16 discovery [also] may be relevant in determining the adequacy of the parties’ knowledge of the
 17 case.” *DIRECTV*, 221 F.R.D. at 527 (quoting *Manual for Complex Litigation, Third* § 30.42
 18 (1995)). “A court is more likely to approve a settlement if most of the discovery is completed
 19 because it suggests that the parties arrived at a compromise based on a full understanding of the
 20 legal and factual issues surrounding the case.” *Id.* (quoting *5 Moore’s Federal Practice*,
 21 §23.85[2][e] (Matthew Bender 3d ed.)).

22 The Class Settlement Agreement was reached on a fully developed record. Class Counsel
 23 reviewed millions of pages of documents produced in discovery; obtained voluminous
 24 information pursuant to interrogatories and stipulations; took over 100 depositions of Defendants,
 25 their employees, and third parties; and proffered and responded to dozens of expert reports. They
 26

27 ⁵ As set forth in the accompanying proposed preliminary approval order, Class Plaintiffs seek
 28 appointment of co-lead counsel Dena Sharp as Class Counsel. Ms. Sharp has coordinated the
 representation of the class through the litigation and settlement phases of the case.

1 also litigated a series of motions to dismiss, a motion for class certification, and motions for
2 summary judgment. All parties have spent considerable effort preparing for the upcoming
3 bellwether trials, which involve many of the same factual issues and expert witnesses as the class
4 claims.

5 The Parties negotiated the settlement under the auspices of Thomas J. Perrelli, the
6 experienced Court-appointed Special Settlement Master. Sharp Decl., ¶ 14. “The assistance of an
7 experienced mediator in the settlement process confirms that the settlement is non-collusive.”
8 *Adams v. Inter-Con Sec. Sys. Inc.*, No. C-06-5428 MHP, 2007 WL 3225466, at *3 (N.D. Cal. Oct.
9 30, 2007).

10 **2. Substantive Considerations**

11 Rules 23(e)(2)(C) and (D) set forth factors for preliminarily conducting “a ‘substantive’
12 review of the terms of the proposed settlement.” Fed. R. Civ. P. 23(e)(2)(C)-(D) advisory
13 committee’s note to 2018 amendment. In determining whether “the relief provided for the class is
14 adequate,” the Court must consider “(i) the costs, risks, and delay of trial and appeal; (ii) the
15 effectiveness of any proposed method of distributing relief to the class, including the method of
16 processing class-member claims; (iii) the terms of any proposed award of attorney’s fees,
17 including timing of payment; and (iv) any agreement required to be identified under Rule
18 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C). In addition, the Court must consider whether “the proposal
19 treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D).

20 **a. Strength of Plaintiffs’ Case and Risks of Continued Litigation**

21 In determining the likelihood of a plaintiff’s success on the merits of a class action, “the
22 district court’s determination is nothing more than an amalgam of delicate balancing, gross
23 approximations and rough justice.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625
24 (9th Cir. 1982) (internal quotations omitted). The court may “presume that through negotiation,
25 the Parties, counsel, and mediator arrived at a reasonable range of settlement by considering
26 Plaintiff’s likelihood of recovery.” *Garner v. State Farm. Mut. Auto. Ins. Co.*, 2010 WL 1687832,
27 at *9 (N.D. Cal. Apr. 22, 2010) (citing *Rodriguez*, 563 F.3d at 965).

1 Although Class Plaintiffs and their counsel have confidence in Class Plaintiffs' claims, a
2 favorable outcome at trial was far from assured. Class Plaintiffs would need to prevail on the
3 interlocutory appeal of this Court's class certification order, maintain class certification through
4 entry of a final judgment, overcome numerous substantive defenses at trial, and succeed on
5 appeal. *Id.* Defendants and their experts were prepared to contest every theory of liability and
6 measure of damages. There are, for example, substantial disputes as to whether JLI's practices
7 were fraudulent, violated RICO, breached an implied warranty and/or were unlawful or unfair.
8 Both sides believed they had persuasive facts to support their positions, and there are limited
9 precedents available regarding the Parties' competing theories. At trial, competing experts would
10 have offered conflicting opinions as whether the marketing and sale of Juul Products was likely to
11 deceive, whether Defendants' actions were fraudulent, whether they acted unfairly, and the proper
12 measure of damages and restitution to Settlement Class Members. *Id.* Settlement Class Members
13 who purchased through JLI's website would also face the risk of being compelled to arbitrate
14 their claims, potentially foreclosing their right to litigate in this or any other Court. *Id.*

15 Further, as widely reported, JLI could file for bankruptcy. *See, e.g., Juul Prepares to Seek*
16 *Financing for Potential Bankruptcy Process*, Wall Street Journal, October 4, 2022.⁶ Even if the
17 Class prevailed at every stage, a bankruptcy filing by JLI would likely stay the proceedings
18 against JLI and put recovery at risk. "[C]onsummating this Settlement promptly in order to
19 provide effective relief to Plaintiff and the Class" eliminates these risks by ensuring Class
20 Members a recovery that is certain and immediate. *Johnson v. Triple Leaf Tea Inc.*, No. 3:14-cv-
21 01570-MMC, 2015 WL 8943150, at *4 (N.D. Cal. Nov. 16, 2015). The Settlement Agreement
22 provides for creation of a trust to hold the settlement consideration on behalf of the Class, and
23 also provides for protections in the event of bankruptcy or non-payment.

24
25
26
27 _____
28 ⁶ Available at <https://www.wsj.com/articles/juul-prepares-to-seek-financing-for-potential-bankruptcy-process-11664928211>

1 2,000,000 Class Members (up to 15% of the Class) will receive payments. Sharp Decl., ¶ 17.

2 The Settlement Fund is non-reversionary. If the Settlement Fund is not entirely consumed
3 by payment of notice and administration expenses, taxes and associated expenses, attorneys' fees
4 and expenses, service awards, and distribution of Class Payments (including a supplemental
5 distribution, if necessary), the Parties will confer as to the disposition of any residual funds. Any
6 proposal for distribution of these funds will be submitted to the Court for approval. For any
7 proposal other than further distribution to Class Members, the Court must find that the Parties
8 have already exhausted all reasonable efforts to distribute the remaining funds to Settlement Class
9 members.

10 **c. Attorneys' Fees and Expenses**

11 Fees and expenses awarded by the Court will be deducted from the Class Settlement Fund.
12 Any reduction in fees will benefit the class, not the Defendants. As a result and consistent with
13 this District's Guidelines (¶¶ 6, 9), while the Court need not decide fees at this stage, the structure
14 of the settlement ensures that the future fee request poses no obstacle to preliminary approval.

15 The settlement is not contingent on the award of any particular amount of fees. In their
16 motion for attorney's fees, which will be heard only after Class members have an opportunity to
17 object, Class Counsel will seek an award of attorneys' fees of up to 30% of the total Class
18 Settlement Fund, or \$76.5 million (plus 30% of interest accrued), out-of-pocket expenses and
19 expenses up to \$6 million. District Guidelines ¶ 6. Class Plaintiffs will also move as part of final
20 approval for the payment of notice and settlement administration costs of up to \$7 million.⁷

21 Attorneys may also recover "out-of-pocket expenses that 'would normally be charged to a fee
22 paying client.'" *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (citation omitted). Prior to
23 the objection deadline, Plaintiffs will provide an itemized list of their expenses by category. *See*

24
25
26 ⁷ This figure reflects Epiq's high-end estimate for the cost to complete claims processing and
27 distribution (the most expensive aspects of the settlement administration process) in the event of a
28 high claims rate. Class Counsel will authorize payments to Epiq only for costs reasonably
incurred given the volume of claims submitted, while balancing with the need to ensure a robust
and effective notice and claims processes.

1 *Wren v. RGIS Inventory Specialists*, No. 06-cv-05778-JCS, 2011 WL 1230826, at *30 (N.D. Cal.
2 Apr. 1, 2011); District Guidelines ¶ 6. !

3 **d. Service Awards to Class Representatives**

4 Class Plaintiffs will apply for service awards on behalf of the 86 class representatives,
5 with the aggregate amount of service awards not to exceed \$1 million. The service awards are
6 subject to this Court’s discretion, and their approval (in whole or in part) is not a material term of
7 the settlement. The specific amount requested for each class representative will vary based on
8 each plaintiff’s participation in the litigation, with the bellwether plaintiffs applying for the
9 largest awards, and those who were deposed seeking higher awards than those who were not.

10 Service awards averaging \$11,000 per plaintiff, which altogether would comprise less
11 than 0.4% of the total settlement amount, are reasonable and within the range of approval. *See*
12 *Alvarez v. Farmers Ins. Exchange*, No. C-06-05778 JCS, 2017 WL 2214585, at *1-2 (N.D. Cal.
13 Jan. 18, 2017) (finding service awards of \$10,000 per plaintiff, which in the aggregate comprised
14 1.8% of the total settlement, to be reasonable); *In re Lidoderm Antitrust Litig.*, No. 14-md-02521-
15 WHO, 2018 WL 4620695, at *4 (N.D. Cal. Sept. 20, 2018) (finding \$10,000 service awards to be
16 “consistent with similar service awards regularly approved in class actions in this district”); *In re*
17 *High-Tech Employee Antitrust Litig.*, No. 11-CV-02509-LHK, 2015 WL 5158730, at *17-18
18 (N.D. Cal. Sept. 2, 2015) (finding that “service awards of \$120,000 and \$80,000 are in line with
19 awards in other ‘megafund’ cases”).

20 As will be further explained at final approval, service awards are appropriate to
21 compensate Class Plaintiffs for the substantial time and effort they spent participating in this
22 litigation, including the risk of negative publicity and notoriety. Sharp Decl., ¶ 15. All class
23 representatives completed a detailed plaintiff fact sheet (“PFS”) providing information not only
24 about their purchasing history, but also their employment and educational history, smoking and
25 drug use history, and other personal details. *Id.* Completing the PFS required class representatives
26 to review their records, communications, and purchasing histories. *Id.* They also responded to an
27 interrogatory asking them to describe, in detail, their first experiences using JUUL and seeing
28

1 JUUL marketing. *Id.* In addition, all class representatives responded to inquiries from their
2 counsel as necessary to complete their factual allegations, participate in discovery, and otherwise
3 remain informed of the progress of the case. *Id.*

4 Nearly all class representatives completed a forensic collection of their documents,
5 including working with a third party to search their social media and phone records. *Id.* Many
6 were deposed at length (including about sensitive personal information that they did not believe
7 was relevant to economic loss claims), with each deposed plaintiff participating in numerous
8 multi-hour preparation sessions. *Id.* The bellwether plaintiffs additionally produced documents,
9 worked with counsel to authorize the production of their medical records from their medical
10 providers, and several were the subject of motion practice concerning personal matters. *Id.* The
11 bellwether plaintiffs participated in the class certification process and had been conferring with
12 counsel in preparation for trial. *Id.*

13 e. Supplemental Agreements

14 Rule 23(e)(3) requires disclosure of any “supplemental agreements” that could affect the
15 adequacy of the class representatives or their counsel or the fairness of the settlement. This
16 provision is aimed at “related undertakings that, although seemingly separate, may have
17 influenced the terms of the settlement by trading away possible advantages for the class in return
18 for advantages for others.” Fed. R. Civ. P. 23(e), advisory committee notes 2003 amendments.

19 The Appendices to the Class Settlement Agreement contain confidential information
20 regarding JLI’s financial condition, and the opt-out threshold at which JLI will have the option of
21 terminating the settlement. Such agreements are not controversial and are typically kept
22 confidential and not filed in the public record. *See, e.g., Thomas v. MagnaChip Semiconductor*
23 *Corp.*, No. 14-CV-01160-JST, 2017 WL 4750628, at *5 (N.D. Cal. Oct. 20, 2017);
24 *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 948 (9th Cir. 2015) (approving
25 confidential treatment of opt-out threshold “for practical reasons”); *In re Health S. Corp. Sec.*
26 *Litig.*, 334 F. App’x 248, 250 n.4 (11th Cir. 2009) (The “threshold number of opt outs required to
27 trigger the [termination] provision is typically not disclosed and is kept confidential to encourage
28

1 settlement and discourage third parties from soliciting class members to opt out.”).

2 JLI has concurrently but separately agreed to resolve claims brought by individuals who
3 asserted claims for personal injury and by government entities that asserted claims for public
4 nuisance. Under the supervision of Special Master Perrelli, the amount of the Class Settlement
5 Fund was negotiated with co-lead counsel Dena Sharp serving as counsel for the proposed
6 Settlement Class, with the other co-lead counsel representing the interests of personal injury and
7 government entity plaintiffs. Sharp Decl. ¶ 14. Certain of the Class Plaintiffs did assert parallel
8 personal injury claims, and will be eligible to share in the amounts allocated to such claims under
9 the parallel personal injury settlement program. *See generally* Case Management Order No. 16
10 (Implementing JLI Settlement), Dkt. 3714. They will receive no favorable treatment relative to
11 other Settlement Class Members, however. In addition, as noted above, the settlement provides
12 for the creation of a trust to hold assets on behalf of the Class, which benefits the Class, as do the
13 protections the settlement contemplates in the event of bankruptcy or non-payment.

14 **f. Equitable Treatment of Class Members**

15 All Settlement Class Members are eligible for cash payments. For purchases directly from
16 JLI, Settlement Class Members need only sign and submit a prepopulated claim form with their
17 purchase information. Class Members who purchased Juul Products from other retailers (solely or
18 in addition to their purchases on the JLI website) or who wish to claim the enhancement for
19 purchases made when they were underage must submit a claim form with additional information.
20 This is fair and reasonable because JLI only possesses specific information for purchases made on
21 JLI’s website, and those records purport to show that all such purchasers were adults. *See* 4
22 William B. Rubenstein, *Newberg on Class Actions* § 12:18 (5th ed. 2011) (noting that “a claiming
23 process is inevitable” in certain settlements such as those involving “defective consumer products
24 sold over the counter.”).

25 Class Members who purchased in the earlier years of the class period or when they were
26 underage will receive enhanced payments (in some cases two to four times the payments to adult
27 class members who purchased later in the class period) to account for two important defenses.
28

1 First, the defense that there were changes in the relevant warnings and marketing, which the
2 Court noted in its class certification order. *Class Cert. Order*, 2022 WL 2343268 at *30 (“JLI will
3 be free to argue at the appropriate points (on summary judgment, trial, post-trial) that a reasonable
4 consumer who purchased after a certain date could not have been misled by its representations or
5 omissions about its products given the other information in the market or given the addition of the
6 ‘black-box’ nicotine warning on JUUL’s packaging.”); *see also In re MyFord Touch Consumer*
7 *Litig.*, No. 13-cv-03072-EMC (N.D. Cal. Mar. 28, 2019), ECF No. 526 at 4-5 (granting approval
8 of settlement plan that pays a lower dollar amount in relation to the comparative weakness of
9 certain claims). Second, the larger payment for those who began purchasing when underage is
10 consistent with Plaintiffs’ “full refund” damage theory for underage purchases, rather than the
11 price premium for other purchasers. These distinctions are also recognized in this Court’s
12 certification order. *See id.* at *238 (N.D. Cal. June 28, 2022) (holding “Plaintiffs’ full refund
13 model, with respect to the Youth Classes, supports certification” because such sales were
14 allegedly illegal). Further, it is rational to provide the enhancements for all purchases by underage
15 buyers, even after the warnings were enhanced or the purchasers became adults, because of the
16 addictive nature of the Juul Products, which would have impeded buyers from changing their
17 habits.

18 Settlement Class Members who provide proof of purchase (including records from JLI for
19 online purchases) may submit claims for up to \$1,600 per year of Juul Product purchases, while
20 their overall settlement payment cannot exceed 150% of their total purchases (or 300% of total
21 purchases if their first purchase occurred when they were under age 18). Claims submitted by
22 Settlement Class Members without proof of purchase will be will be subject to the same
23 limitations on the amount of the settlement payment they can receive relative to the size of their
24 claim, but will be capped at a lower amount than claims supported by proof of purchase.

25 Capping undocumented claims is a reasonable way of balancing ease of participation with
26 the need to ensure that documented claims are adequately compensated. *See, e.g., In re Groupon,*
27 *Inc. Mktg. and Sales Practices Litig.*, No. 11md2238 DMS (RBB), 2012 WL 13175871, at *5
28

1 (S.D. Cal. Sep. 28, 2012) (holding requirement of a voucher number or other proof of purchase
2 serves “to ensure that money is fairly distributed for valid claims”). Such a cap is a common
3 feature of consumer class action settlements. *See, e.g., Broomfield v. Craft Brew All., Inc.*, No.
4 17-cv-01027-BLF, 2020 WL 1972505, at *21 (N.D. Cal. Feb. 5, 2020) (approving settlement
5 with cap on no-proof claims); *Fitzhenry-Russell v. Coca-Cola Co.*, No. 5:17-cv-00603-EJD, 2019
6 WL 11557486, at *7 (N.D. Cal. Oct. 3, 2019) (approving settlement with cap for claims without
7 proof of purchase, stating that such a claim process “would be no different than that required after
8 trial.”); *Bruno v. Quten Research Inst., LLC*, No. SACV 11-00173 DOC(Ex), 2013 WL 990495,
9 at *2 (C.D. Cal. Mar. 13, 2013) (approving settlement with claims limited to \$10.65 (e.g., 3
10 bottles) without proof of purchase, while there is no cap on claims with proof of purchase, for
11 example a receipt or product packaging.). The limitation of Settlement Class Members’ payments
12 to 150% of the total amount they spent on Juul Products is based on Dr. Singer’s estimate of a
13 roughly 50% price premium and the fact that Settlement Class Members would be entitled to
14 treble damages under Class Plaintiffs’ RICO claim. In other words, Settlement Class Members’
15 individual recoveries are capped relative to the maximum amount they could have recovered at
16 trial in a best-case scenario.

17 **g. The Released Claims Are Identical to Those Pled in the Litigation**

18 The Released Claims include all claims (under any theory or statute) “arising out of or
19 related to any claims for economic loss that have been asserted or could have been asserted in the
20 class actions filed in MDL No. 2913 or JCCP No. 5052 relating to the purchase or use of any
21 JUUL Product by a member of the Settlement Class.” Sharp Decl. Ex. 1 at Section 1.29. The
22 Released Claims exclude personal injury claims, claims against the Altria Defendants, and claims
23 based on alleged antitrust violations. The releases extend to matters raised in the litigation but do
24 not prevent Settlement Class Members from pursuing unrelated claims or claims against Altria or
25 other non-released parties. In sum, the released claims are no broader than those pled in the
26 operative complaint or previously certified by the Court.

1 **h. Past Distributions**

2 The information sought by District Guidelines ¶ 11 regarding past distributions in class
3 settlements is provided in the Sharp Declaration. Sharp Decl. Ex. 11.

4 **C. CERTIFICATION OF THE SETTLEMENT CLASS IS LIKELY**

5 The Settlement Class is cohesive, objectively defined, and likely to be certified upon entry
6 of judgment. *See* Fed. R. Civ. 23(e)(1). Because the Court already certified classes in this matter
7 under Rule 23(b)(3), “the only information ordinarily necessary is whether the proposed
8 settlement calls for any change in the class certified, or of the claims, defenses, or issues
9 regarding which certification was granted.” Fed. R. Civ. P. 23 2018 committee notes
10 subdivision(e)(1). The Court must then determine whether the proposed modification alters the
11 reasoning underlying its earlier decision to grant class certification pursuant to Rule 23(b)(3). *See,*
12 *e.g., Allen v. Similasan Corp.*, No. 12-CV-00376-BAS-JLBx, 2017 WL 1346404, at *3 (S.D. Cal.
13 Apr. 12, 2017) (approving expansion of settlement class where the expansion did not change the
14 court’s previous class certification analysis). If it does not, the Court need not revisit the Rule
15 23(b) analysis and instead must only “consider[] whether the Settlement is fair, adequate, and
16 reasonable.” *De La Torre v. CashCall, Inc.*, No. 08-cv-03174-MEJ, 2017 WL 2670699, at *6
17 (N.D. Cal. June 21, 2017). Plaintiffs must identify and explain any differences between the
18 certified class and the Settlement Class and between the claims in the operative complaint and the
19 Released Claims. *See* District Guidelines ¶ 1(a), (b), (d).

20 There are, at most, minor differences between the proposed Settlement Class and the
21 Classes already certified by this Court. The Court previously certified a nationwide class
22 consisting of all JUUL product purchasers, and a nationwide subclass of all such individuals who
23 made their purchase while under the age of 18, for trial of RICO claims against the Individual
24 Defendants and Altria. The Court also certified an analogous class and subclass of California
25 purchasers asserting claims against JLI and the Individual Defendants for trial of California state
26
27
28

1 law claims. The Court did not set a class period but instructed plaintiffs to propose one after
2 meeting and conferring with Defendants. *Class Cert. Order*, 2022 WL 2343268 at *57.⁸

3 The proposed Settlement Class *membership* is nearly identical to the certified nationwide
4 class. The only difference is that the Settlement Class includes purchasers of Juul accessories and
5 other products aside from JUULpods and devices that make up a *de minimis* portion of total
6 consumer purchases. The only *claims* not already certified are those of non-California purchasers
7 against JLI, because JLI was not a defendant as to the RICO claim. The Settlement Class also
8 includes an end date, a practical necessity for administrative purposes. (The certified litigation
9 classes would also have included an end date).

10 Certification of the Settlement Class is warranted as the minor differences between the
11 litigation class and the proposed Settlement Class do not change the Court's previous analysis.
12 The addition of an end date is appropriate. *See Foster v. Adams & Assocs.*, No. 18-cv-02723-
13 JSC, 2021 WL 4924849, at *3 (N.D. Cal. Oct. 21, 2021) (granting modification to the previously
14 certified class to specify end date). Adding a limited number of ancillary products to the
15 definition of JUUL Products likewise does not change the overall common nature of the claims at
16 issue. Particularly in light of the Court's prior order, certification for settlement purposes under
17 Rule 23(b)(3) is appropriate.

18 **Numerosity.** Just as before, there were millions of sales during the proposed class period
19 and the Court has already found the Classes sufficiently numerous. While a finding of numerosity
20 does not require a specific number of class members, courts in the Ninth Circuit generally agree
21

22 ⁸ The Court limited each certified Class to individuals who purchased their Juul Products from
23 brick and mortar or online retailers and excluded from the Classes any individuals who purchased
24 Juul Products only secondarily from non-retailers. The Court further excluded from Classes:
25 Defendants, their employees, co-conspirators, officers, directors, legal representatives, heirs,
26 successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and
27 their employees; and the judicial officers and their immediate family members and associated
28 court staff assigned to this case. The Court appointed Bradley Colgate, Joseph DiGiacinto on
behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of L.B. as representatives
of the Nationwide Class; C.D., Krauel, and L.B. as representatives of the Nationwide Youth
Class; Colgate, C.D., and L.B. as representatives of the California Class; and C.D. and L.B. as
representatives of the California Youth Class. *See Class Cert. Order*, 2022 WL 2343268 at *57.

1 that numerosity is satisfied if the class includes forty or more members. *See Class Cert. Order*,
2 2022 WL 2343268 at *3. The Settlement Classes easily meet that threshold. *Id.*

3 **Commonality.** As before, “the class members have suffered the same injury and [] the
4 class’s claims depend on ‘a common contention . . . of such a nature that it is capable of classwide
5 resolution.’” *Pettit v. Procter & Gamble Co.*, No. 15-CV-02150-RS, 2017 WL 3310692, at *2
6 (N.D. Cal. Aug. 3, 2017) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 131
7 (2011)). The Court already determined that for the Nationwide class, “common questions of fact
8 include the existence of a RICO Enterprise and whether each defendant engaged in a scheme to
9 defraud.” *Class Cert. Order*, 2022 WL 2343268, at *3. Similarly, the Court already determined
10 that the California class could be certified to pursue fraud claims, as “common questions include
11 whether a significant number of reasonable consumers would likely have been deceived by
12 defendants’ misrepresentations or omissions about JUUL and would have found the
13 misrepresented or omitted information material.” *Id.* The Court likewise found that common
14 questions applied to Class Plaintiffs’ common law fraud, unjust enrichment, and implied warranty
15 claim. *Id.* For all the same reasons, common questions exist as to the claims of the Settlement
16 Class.

17 **Typicality.** Class Representatives’ claims still stem from the same practice or course of
18 conduct that forms the basis of the class’s claims and “seek to recover pursuant to the same legal
19 theories.” *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010); *see*
20 *also Just Film v. Buono*, 847 F.3d 1108, 1116 (9th Cir. 2017) (class representative’s “claim is
21 typical of the class because it shares ‘some common question of law and fact with class members’
22 claims.”) (quoting Newberg on Class Actions § 3:31 (5th ed.)). The Court already held that,
23 although “there are differences among the proposed class representatives and class members, and
24 differences in the ‘nicotine journey; of each, such as when they learned about nicotine in JUUL or
25 other e-cigarette products, why they first used or continued to use JUUL or other products
26 containing nicotine, and whether they are addicted to nicotine as a result of their use of JUUL or
27 other nicotine products,” no Settlement Class Representative has a “unique injury or is subject to
28

1 a unique defense that the other class members do not have or are not subject to that would make a
2 particular proposed named plaintiff atypical and an inappropriate class representative.” *Class*
3 *Cert. Order*, 2022 WL 2343268 at *4.

4 **Adequacy.** As noted above, the Court already noted the vigorous efforts made by Class
5 Plaintiffs and their counsel to prosecute this case and achieve a settlement. *See Class Cert. Order*,
6 2022 WL 2343268 at *8 (“Based on their thorough and robust advocacy to date, I find that they
7 are adequate.”). No conflicts of interest exist between Class Plaintiffs and class members. *Staton*
8 *v. Boeing Co.*, 327 F.3d 938, 957 (9th Cir. 2003). And adequacy is presumed where a fair
9 settlement was negotiated at arm’s-length. 2 *Newberg on Class Actions, supra*, § 11.28, 11-59.

10 **Predominance.** Just as before, the questions common to the Settlement Class Members
11 predominate over questions affecting only individual Settlement Class Members. Predominance
12 exists when plaintiffs’ claims “depend upon a common contention . . . of such a nature that it is
13 capable of classwide resolution--which means that determination of its truth or falsity will resolve
14 an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart*, 564 U.S.
15 at 350. “Even if just one common question predominates, ‘the action may be considered proper
16 under Rule 23(b)(3) even though other important matters will have to be tried separately.’” *In re*
17 *Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 557 (9th Cir. 2019) (en banc) (quoting *Tyson*
18 *Foods, Inc. v. Bouaphakeo*, 577 U.S. 442 (2016)).

19 The predominance inquiry is simpler in the settlement context because, unlike certification
20 for litigation, “manageability is not a concern in certifying a settlement class where, by definition,
21 there will be no trial.” *Id.* at 556–57. The predominant question at this stage will be whether this
22 settlement is fair, adequate, and reasonable. *See Hanlon*, 150 F.3d at 1026-27. And even if the
23 Court examines the disputed questions that would be tried absent settlement, the same
24 predominant issues exist for the nationwide claims against JLI that the Court identified in its class
25 certification order: were the consistent and pervasive messaging and omissions about JUUL
26 Products materially deceptive to a reasonable consumer. *See Class Cert. Order*, 2022 WL
27 2343268 at *9-11.

1 **Superiority.** Certification of the class for settlement purposes will make substantial
 2 refunds available to all purchasers, a far more certain recovery that could be achieved by
 3 individual litigation. And in a certification for settlement, “a district court need not inquire
 4 whether the case, if tried, would present intractable management problems, *see* Fed. Rule Civ.
 5 Proc. 23(b)(3)(D), for the proposal is that there be no trial.” *Amchem Prods., Inc. v. Windsor*, 521
 6 U.S. 591, 620 (1997).

7 In light of the above and the Court’s prior certification of nearly identical litigation
 8 classes, the Court should conclude that the Settlement Class is likely to be certified. *See* Fed. R.
 9 Civ. 23(e)(1).

10 **IV. THE NOTICE PLAN SHOULD BE APPROVED.**

11 A court must “direct notice of a proposed class settlement in a reasonable manner to all
 12 class members who would be bound by the proposal.” *Massey v. Star Nursing, Inc.*, No. 5:21-cv-
 13 01482-EJD, 2022 WL 14151758, at *5 (N.D. Cal. Oct. 24, 2022), citing Fed. R. Civ. P. 23(e)(1).
 14 “The class must be notified of a proposed settlement in a manner that does not systematically
 15 leave any group without notice.” *Officers for Justice*, 688 F.2d at 624. Adequate notice requires:
 16 (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the
 17 Class members of the proposed settlement and of their right to object or to exclude themselves as
 18 provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient
 19 notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due
 20 process and any other applicable requirements under federal law. *Phillips Petroleum Co. v.*
 21 *Shutts*, 472 U.S. 797, 812, 105 S. Ct. 2965, 86 L. Ed. 2d 628 (1985).

22 The proposed Notice Plan meets all these requirements. The notice documents use plain,
 23 easy to understand language.⁹ They advise recipients that they may be affected by a class action
 24 lawsuit—which includes the ongoing proceedings against Altria—as well as the settlement of a

25 _____
 26 ⁹ Attached to the Sharp Declaration as Exhibits 3, 4, 5, 6, 7, and 8 are the proposed Long Form
 27 Notice, the summary Postcard Notice (summary email notice will be substantially the same
 28 except will direct class members to the website to submit a claim), the claim stimulation Postcard
 Notice, the template online claim forms for class members with and without direct purchases
 from JLI, exemplar internet banner ads, and a script for the video to be used for certain online
 publications.

1 part of that lawsuit. The Long Form Notice (which will be presented on the website in an easy-to-
2 navigate FAQ) explains that while there is a settlement with some defendants, the litigation will
3 continue against Altria. The Long Form Notice also provides the key terms of the settlements,
4 describes class members' rights and options with respect to the settlement and the proceedings
5 against Altria, and advises how to opt out of any or all of the settlement or litigation classes. With
6 respect to notice of the continuing litigation against Altria, the Long Form Notice contains
7 substantially similar language to what the Court already approved. *See* Dkt. 3421-2 (Plaintiffs'
8 Proposed Amended Long-Form Notice); Dkt. 3426 (Minute Order overruling Defendants'
9 objections to the Class Notice Plan and long-form notice).

10 Consistent with the notice plan previously approved by the Court, the notice of the
11 settlement and litigation against Altria will be provided directly to known purchasers and by
12 widespread publication. All the notices will link or point to the settlement website, which will
13 include the detailed Long-Form Notice. The settlement website will also include the Class
14 Settlement Agreement, preliminary approval papers, and other relevant Court documents, as well
15 as simple online forms allowing Class Members to make claims or opt out. The Settlement
16 Administrator will also operate a toll-free number for Class Member inquiries.

17 The Notice Plan constitutes the best notice practicable under the circumstances. Azari
18 Decl. ¶ 10. Accordingly, Plaintiffs respectfully request that this Court approve it.

19 **V. THE SETTLEMENT ADMINISTRATOR SHOULD BE APPROVED**

20 The Class Settlement Agreement will be administered by a well-known, independent
21 claims administrator, Epiq Systems, Inc. After a competitive bidding process, Class Counsel
22 previously selected Epiq to administer the class notice of pendency. Before engaging Epiq to
23 serve as the Settlement Administrator, Class Counsel obtained a cost estimate from Epiq which,
24 in Class Counsel's experience, is reasonable, particularly in light of Epiq's resources and relevant
25 experience in this case and others. Sharp Decl. ¶ 16. Epiq has developed a detailed plan for
26 published and direct notice to class members. *Id.* Epiq has also already begun processing and
27 cleaning the data of JLI's online sales, and was on the cusp of implementing the notice plan at the
28

1 time of settlement. Azari Decl. ¶ 11. Class Counsel believes that Epiq is best positioned to
2 administer the settlement because of the institutional knowledge it already has developed, and
3 that choosing another administrator at this time would only lead to duplication of work and
4 additional expense. Sharp Decl. ¶ 16. The declaration of Cameron Aziz, filed herewith, includes
5 Epiq's cost estimates for notice and administration, which will upon approval of the Court be paid
6 from the settlement fund, and addresses all the other issues in the Northern District guidelines
7 including how Epiq will securely handle class member data and its insurance coverage in case of
8 errors. Azari Decl. ¶ 64.

9
10 **VI. THE COURT SHOULD APPROVE THE PAYMENT OF INITIAL EXPENSES
PRIOR TO FINAL APPROVAL**

11 As noted above, Class Plaintiffs and Class Counsel will file motions for the payment of
12 attorneys' fees and expenses before the opt out and objection deadline. Prior to that point,
13 however, significant money will be spent providing notice to the Settlement Class and (to a much
14 lesser degree) administering the trust that holds the settlement funds. Class Plaintiffs estimate that
15 these costs will be as much as \$3,000,000 (if approved, the "Initial Class Settlement
16 Administration Payment"), and therefore request that the Court authorize up to \$3,000,000 from
17 the Initial Class Settlement Administration Payment to pay for the out-of-pocket expenses
18 incurred in distributing notice and the first year of potential trust administration costs. The class
19 notice costs consist of processing of direct purchase data, digital and print notice, direct email and
20 postcard notice (and related follow-up efforts), initial claims intake, responding to class members
21 inquires, and website management. The trust administration costs relate to Settlement Class's
22 share of taxes and other fees for administering the trust during its first year.¹⁰ These costs are
23 reasonable and necessary to facilitate the settlement and ensure the operation of the trust, which
24 provides the Settlement Class with protections the event of bankruptcy or non-payment. Notice
25

26 _____
27 ¹⁰ The vast majority of potential trust administration expenses relate to the management of the
28 assets held by the trust. In practice, these expenses will likely either be *de minimis* (because the
settlement funds are not invested pending distribution) or repaid because they are much lower
than the return the Settlement Class would receive if the funds were invested.

1 and administration costs will be paid with Class funds based only on costs actually and already
2 incurred.

3 **VII. THE COURT SHOULD SET A FINAL APPROVAL SCHEDULE**

4 The last step in the settlement approval process is the Final Approval Hearing at which the
5 Parties will seek final approval of the proposed Settlement. At the Final Approval Hearing,
6 proponents of the Class Settlement Agreement may explain and describe its terms and conditions
7 and offer argument in support of final approval of the Class Settlement Agreement. Also, Class
8 Members, or their counsel, may be heard in support of or in opposition to final approval of the
9 Class Settlement Agreement. Plaintiffs request the Court issue a schedule establishing dates for
10 mailing notices, submitting timely exclusions, and for the Final Approval Hearing, as set forth in
11 the proposed Order of Preliminary Approval filed herewith.

12 **VIII. CONCLUSION**

13 For the foregoing reasons, Class Plaintiffs and Class Counsel respectfully request that the
14 Court enter the proposed order granting preliminary approval, directing that notice to be sent and
15 authorizing the claim process, and setting a date for the fairness hearing.

16 Dated: December 19, 2022

17 Respectfully submitted,

18
19 By: /s/ Dena C. Sharp

20 Dena C. Sharp
21 **GIRARD SHARP LLP**
22 601 California St., Suite 1400
23 San Francisco, CA 94108
24 Telephone: (415) 981-4800
25 dsharp@girardsharp.com

26
27 *Co-Lead Counsel and Proposed Class*
28 *Counsel*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on December 19, 2022, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system, which will automatically send notification of the filing to all counsel of record.

By: /s/ Dena C. Sharp
Dena C. Sharp

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE JUUL LABS, INC., MARKETING,
SALES PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

Case No. 19-md-02913-WHO

**DECLARATION OF DENA C. SHARP IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

This Document Relates to:
ALL CLASS ACTIONS

1 I, Dena C. Sharp, declare as follows:

2 1. I am a partner of Girard Sharp LLP and am admitted to practice in the Northern
3 District of California. I am one of the Court-appointed co-lead counsel in this matter. I make this
4 declaration based on my own personal knowledge. If called upon to testify, I could and would
5 testify competently to the truth of the matters stated herein.

6 2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval
7 of Class Action Settlement.

8 3. Attached as **Exhibit 1** is a true and correct copy of the Class Action Settlement
9 Agreement.

10 4. Attached as **Exhibit 2** is a true and correct copy of the Plan of Allocation.

11 5. Attached as **Exhibit 3** is a true and correct copy of the Long Form Notice.

12 6. Attached as **Exhibit 4** is a true and correct copy of the summary Postcard Notice
13 (which, as modified, will also serve as the summary email notice).

14 7. Attached as **Exhibit 5** is a true and correct copy of the claim stimulation Postcard
15 Notice.

16 8. Attached as **Exhibit 6** is a true and correct copy of the template online claim forms
17 for class members with and without direct purchases from JLI (which, as modified, will also be
18 the general form and content of paper claim forms should any Settlement Class Member request
19 one).

20 9. Attached as **Exhibit 7** is a true and correct copy of exemplar internet banner ads.

21 10. Attached as **Exhibit 8** is a true and correct copy of a script for the video to be used
22 for certain online publications.

23 11. Attached as **Exhibit 9** is Class Plaintiffs' Proposed Order Granting Preliminary
24 Approval of the Settlement.

25 12. Attached as **Exhibit 10** is a draft Proposed Order Granting Final Approval of the
26 Settlement that, if the Court grants Preliminary Approval, we anticipate submitting in connection
27 with the Motion for Final Approval.
28

1 13. Attached as **Exhibit 11** is a chart summarizing information identified in District
2 Guidelines ¶ 11 regarding past distributions in class settlements.

3 14. On May 18, 2020, this Court appointed Thomas J. Perrelli as Settlement Master.
4 Dkt. 564. The partial settlement now before the Court is the result of extensive discussions
5 conducted under Mr. Perrelli's supervision. In those settlement negotiations, I served as counsel
6 for the proposed Settlement Class, with the other co-lead counsel representing the interests of
7 personal injury and government entity plaintiffs.

8 15. Class Plaintiffs will apply for service awards on behalf of the 86 class
9 representatives, with the specific amounts requested for each class representative to be based on
10 the extent of each class representative's participation in the litigation, including the risk of
11 negative publicity and notoriety. All class representatives completed a detailed plaintiff fact sheet
12 and provided written discovery that included information about their purchasing history,
13 employment and educational history, smoking and drug use history, and other personal details.
14 Nearly all class representatives completed a forensic collection of their documents, including
15 working with a third party to search their social media and phone records; many class
16 representatives were deposed and prepared for those depositions.

17 16. After a competitive bidding process, Class Counsel previously selected Epiq to
18 administer the class notice of pendency. Before engaging Epiq to serve as the proposed
19 Settlement Administrator, I obtained a further cost estimate from Epiq which, in my experience
20 and that of other members of the PSC and based on review of comparable estimates, is
21 reasonable, particularly in light of Epiq's resources and relevant experience in this case and
22 others. Epiq has familiarity with the data it will use to contact known Settlement Class Members,
23 has developed a detailed plan for direct and published notice to class members, and is otherwise
24 well-positioned to administer the settlement without duplication of effort given the institutional
25 knowledge it already has developed.

26 17. Pursuant to District Guidelines ¶1(g), I estimate, based on my experiences with
27 recent settlements in other comparable consumer and economic loss class actions and the input of
28

1 the Class Settlement Administrator, that between 200,000 and 2,000,000 Class Members (up to
2 15% of the Class) may receive payments.

3

4 I declare under penalty of perjury that the foregoing is true and correct. Executed this 19th
5 day of December, 2022 in San Francisco, CA.

6

7

/s/ Dena C. Sharp

8

Dena C. Sharp

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on December 19, 2022, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will automatically send notification of the filing to all counsel of record.

By: /s/ Dena C. Sharp
Dena C. Sharp

EXHIBIT 1

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement, entered into as of this 6th day of December, 2022 (the “**Execution Date**”), is made by and between Juul Labs, Inc., and its successors and assigns (collectively “**JLI**”); and the Class Plaintiffs, on behalf of themselves and the proposed Settlement Class, and the JLI National Settlement Trust (together with JLI, the “**Parties**”). This Class Settlement Agreement establishes a program to resolve the actions, disputes, and claims that the Class Plaintiffs and their counsel, as well as Settlement Class Members, have or could have asserted against JLI and any other Released Party, subject to the terms below.

RECITALS

WHEREAS, the Class Plaintiffs have brought suit against JLI and other Released Parties seeking legal and equitable relief under federal and state law in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL Products;

WHEREAS, JLI, on its own behalf and on behalf of other Released Parties, has denied and continues to deny any wrongdoing and any liability in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL Products;

WHEREAS, the Parties to this Class Settlement Agreement, after having (i) litigated cases in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products for approximately four and a half years (including extensive motion practice); (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) fully briefed and argued class certification, after which four classes of purchasers of JUUL Products were certified, (iv) engaged with the Mediator; and (v) engaged in arms-length negotiations, have now reached an agreement providing for a resolution of Settlement Class Released Claims that have been or could have been brought against JLI and any other Released Party in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL Products;

WHEREAS, JLI now wishes to resolve any economic loss claims or causes of action against it and any other Released Party that the Class Plaintiffs and putative Settlement Class Members ever had, now have, or will have in the future in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL Products, other than any claims for violations of antitrust law;

WHEREAS, the Class Plaintiffs and their counsel have conducted a thorough investigation of the relevant law and facts;

WHEREAS, after analyzing the relevant facts and applicable law, and taking into account the burdens, risks, uncertainties, time, and expense of litigation; issues related to the recovery of any judgment after trial; and the merits of the terms set forth herein, the Class Plaintiffs have concluded that the settlement set forth in this Class Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class Plaintiffs, including the proposed Settlement Class;

WHEREAS, JLI has concluded that resolving the claims settled under the terms of this Class Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple-claim and multiple-party litigation across multiple jurisdictions, and to resolve finally and completely the cases of the Class Plaintiffs and the proposed Settlement Class without any admission of wrongdoing or liability; and

WHEREAS, the Parties believe that the terms of this Class Settlement Agreement involve good and fair consideration on behalf of all Parties, and that the terms of the Settlement Agreement are fair, reasonable and adequate with respect to the claims asserted by the Class against JLI and the other Released Parties;

NOW, THEREFORE, the Parties stipulate and agree to the terms and conditions set forth herein, subject to the Court's approval under Fed. R. Civ. P. 23(e).

1. DEFINITIONS

As used in this Class Settlement Agreement, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings, or such definitions and meanings as are accorded to them elsewhere in this Class Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 **“Business Day”** means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.2 **“Class”** or **“Settlement Class”** means that, subject to the Court's approval, and the conditions of this Class Settlement Agreement, the following settlement class, to which the Parties agree and consent pursuant to Fed. R. Civ. P. 23(b)(3):

All individuals who purchased, in the United States, a JUUL Product from a brick and mortar or online retailer before the date of execution of this Class Settlement Agreement.

Excluded from the Settlement Class are (a) JLI, any Released Party, and any other named defendant in the litigation; (b) officers, directors, employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated companies of JLI, any Released Party, and any other named defendant in the litigation; (c) Class Counsel and their employees; (d) the Court and other judicial officers, their immediate family members, and associated court staff assigned to MDL No. 2913 or JCCP No. 5052; and (e) those individuals who timely and validly exclude themselves from the Settlement Class.

1.3 **“Class Attorneys' Fees and Expenses”** means the attorneys' fees and documented litigation expenses of Class and Co-Lead Counsel and any other counsel incurred in connection with class-related litigation against any Released Party, and in connection with this Class Settlement Agreement sought out of the Settlement Fund.

1.4 “**Class Counsel**” means Dena C. Sharp of Girard Sharp LLP.

1.5 “**Class Settlement Administrator**” means the Person chosen by Class Counsel, with input from Defense Counsel, to administer the Notice Plan and claims process.

1.6 “**Class Settlement Account**” shall be the account established and funded in accordance with Section 2.

1.7 “**Class Settlement Fund**” or “**Settlement Fund**” means a non-reversionary cash fund of the Gross Class Settlement Amount deposited by JLI into the Class Settlement Account in accordance with Section 2.

1.8 “**Court**” means Judge William H. Orrick of the U. S. District Court for the Northern District of California, who is overseeing MDL No. 2913.

1.9 “**Defense Counsel**” shall mean counsel for each of JLI and the Individual Defendants.

1.10 “**Effective Date**” shall mean the first day after which all of the following events and conditions of this Class Settlement Agreement have occurred or have been met: (i) the Court has entered the Final Approval Order and Judgment, and (ii) the Final Approval Order and Judgment has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and this Class Settlement Agreement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

1.11 “**Fee and Expense Award**” has the same meaning as that term is given in Section 16.1.

1.12 “**Final Approval**” or “**Final Approval Order and Judgment**” means an order and judgment entered by the Court (i) certifying the Settlement Class; (ii) finding this Class Settlement Agreement to be fair, adequate, and reasonable, and finally approving the settlement set forth in this Class Settlement Agreement under Fed. R. Civ. P. 23(e); (iii) finding that the Notice to the Settlement Class was fair, adequate, and reasonable; and (iv) making such other findings and determinations as the Court deems necessary and appropriate to approve the settlement and terms of this Class Settlement Agreement and to release and dismiss with prejudice the Settlement Class Released Claims by any and all Settlement Class Members against all Released Parties.

1.13 “**Gross Class Settlement Amount**” means \$255,000,000.00.

1.14 “**Individual Defendants**” means Adam Bowen, James Monsees, Nicholas Pritzker, Riaz Valani, and Hoyoung Huh.

1.15 “**JCCP No. 5052**” means the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior

Court of California, County of Los Angeles, Department 11, and all cases that are part of that proceeding.

1.16 “**JLI National Settlement Trust**” means the JLI National Settlement Trust, a Delaware statutory trust, under the JLI National Settlement Trust Agreement dated as of December 6, 2022.

1.17 “**JUUL Product**” means any JUUL product designed, manufactured, produced, advertised, marketed, distributed, or sold by JLI or under the logo of JUUL, including but not limited to “JUUL”-branded pods or devices.

1.18 “**MDL No. 2913**” means the consolidated proceeding captioned *In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation*, Case No. 3:19-md-02913, pending in the U.S. District Court for the Northern District of California, and all cases that are part of that proceeding.

1.19 “**Mediator**” the mediator appointed by the Court in MDL No. 2913, Thomas J. Perrelli.

1.20 “**Net Settlement Fund**” means the Gross Class Settlement Amount, reduced by the sum of the following, as may be approved by the Court: (1) the costs of the Notice Plan and of administering the settlement and the JLI National Settlement Trust, and (2) any Fee and Expense Award, and (3) any payments of Service Awards.

1.21 “**Notice Plan**” means the plan for disseminating notice of the settlement embodied in this Class Settlement Agreement to the Settlement Class as approved by the Court.

1.22 “**Opt-Out Deadline**” means the deadline to be established in the Opt-Out Procedure and set forth in the Preliminary Approval Order.

1.23 “**Opt-Outs**” shall mean all Persons who fall within the scope of the Settlement Class, and who have timely and properly exercised their right to exclude themselves from the Class pursuant to the procedure set forth in the Notice Plan.

1.24 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.25 “**Plan of Allocation**” means the plan for allocating the Net Settlement Fund as approved by the Court.

1.26 “**Preliminary Approval Order**” means an order entered by the Court under Federal Rule of Civil Procedure 23(e)(1)(B) and directing notice to the Settlement Class.

1.27 **“Released Party”** and **“Released Parties”** includes: (i) JLI and its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents; (ii) past, present, and/or future manufacturers, suppliers of materials, suppliers of components, and all other persons involved in development, design, manufacture, formulation, testing, distribution, marketing, labeling, regulatory submissions, advertising and/or sale of any JUUL Product or component thereof; (iii) past, present, and/or future distributors, licensees, retailers, sellers, and resellers of JUUL Products; (iv) all past, present and/or future persons and entities that are indemnified by JLI in connection with JUUL Products by contract or common law rights of indemnification or contribution, including those listed within; and (v) the respective past, present, and/or future parents, subsidiaries, divisions, affiliates, joint venturers, predecessors, successors, assigns, transferees, insurers, shareholders (or the equivalent thereto), directors (or the equivalent thereto), officers (or the equivalent thereto), managers, principals, employees, consultants, advisors, attorneys, agents, servants, representatives, heirs, trustees, executors, estate administrators, and personal representatives (or the equivalent thereto) of the parties referred to in this paragraph, including but not limited to the Persons in Appendix A. For avoidance of doubt, Released Parties does not include (a) Altria-related entities, including but not limited to Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company, Philip Morris USA, Inc., and any past, present, and future parents, subsidiaries, and affiliates of such Altria-related entities; and (b) any other named or unnamed defendants or others whose liability would be independent, separate, and/or distinct from that of the Released Parties, including but not limited to R.J. Reynolds, NJOY, VUSE, or any other vaping or e-cigarette company, or any of their respective past, present, or future parents, subsidiaries, and affiliates; provided however, that any such party that acquires a Released Party shall acquire the rights of that Released Party under this Release without enhancement or limitation.

1.28 **“Settlement Class Member”** or **“Class Member”** means all Persons who fall within the scope of the Settlement Class, and who do not timely and properly exercise their right to exclude themselves from the Class pursuant to the procedure as set forth in the Notice Plan.

1.29 **“Settlement Class Released Claims”** means any and all known or unknown claims, demands, actions, suits, causes of action, damages whenever incurred or manifesting (whether compensatory or exemplary), liabilities of any nature or under any theory or statute whatsoever, whether under federal, state, or other laws, and including costs, expenses, penalties and attorneys’ fees, in law or equity, that any Settlement Class Member, whether or not such Settlement Class Member objects to this Class Settlement Agreement, ever had, now has, or will have in the future, directly, representatively, derivatively, or in any capacity, arising out of or related to any claims for economic loss that have been asserted or could have been asserted in the class actions filed in MDL No. 2913 or JCCP No. 5052 relating to the purchase or use of any JUUL Product by a member of the Settlement Class. For avoidance of doubt, the Settlement Class Released Claims do not include (or release) (1) claims for violations of antitrust law, or (2) personal injury claims, nor does this Class Settlement Agreement revive any such claims.

1.30 “**Settlement Class Representatives**” or “**Class Plaintiffs**” means Bradley Colgate, Joseph DiGiacinto on behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of L.B.

1.31 “**Service Award**” means the award, if any, approved by the Court and paid to any named plaintiffs in the Second Amended Consolidated Class Action Complaint, ECF No. 1358, in consideration for their service during the course of MDL No. 2913.

1.32 “**United States**” or “**U.S.**” means the United States of America including the fifty States of the United States, the District of Columbia, and the territories, possessions, and commonwealths of the United States.

2. **SETTLEMENT CONSIDERATION AND CLAIMS**

2.1 Within five (5) days of the date of the Preliminary Approval Order, JLI shall cause payment to the Class Settlement Account of the estimated cost for (i) the Class Settlement Administrator to (a) administer the Notice Plan and (b) distribute the Net Settlement Fund to the Settlement Class under the Plan of Allocation and (ii) the administration of the JLI National Settlement Trust (the “**Initial Class Settlement Administration Payment**”).

2.2 Within forty-five (45) days of entry of the Final Approval Order and Judgment (the “**Payment Date**”), JLI shall cause payment of the Gross Settlement Amount, less the Initial Class Settlement Administration Payment, to the Class Settlement Account (the “**Final Class Payment**”), notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Class Settlement Agreement.

2.3 An additional amount, but not less than zero, equal to 20% of (1) the sum of the amounts set forth in Sections 2.1 and 2.2 less (2) the amount of any payments paid when due under sections 2.1 and 2.2, shall be due and payable on December 15, 2026 from JLI to the respective payee(s) set forth in such sections 2.1 and 2.2.

2.4 All unpaid payment amounts set forth in Section 2.1, 2.2 and 2.3 shall become immediately due and payable, without need for further action by any other Person, upon JLI (i) commencing a voluntary case under any federal, state or foreign bankruptcy, examinership, insolvency, receivership or similar law now or hereafter in effect, (ii) consenting to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law from JLI to the respective payee(s) set forth in such sections; or (iii) failing to pay amounts when due and payable, provided that JLI be given an opportunity to cure any failure to pay amounts when due and payable. Related, confidential information regarding JLI’s financial condition is further described in Appendix B, which shall be filed under seal if permitted by the Court.

2.5 Other than as set forth in Sections 2.3 and 4.3, neither JLI nor any Released Party shall have any additional payment obligations in connection with this Class Settlement Agreement in excess of the Gross Class Settlement Amount, including any attorneys’ fees and expenses or costs of class notice and claims administration.

2.6 In exchange for the benefits being made available by this Class Settlement Agreement, the Settlement Class Members shall grant a full and complete release of the Released Parties from any and all Settlement Class Released Claims.

3. **CLASS SETTLEMENT ADMINISTRATION**

3.1 The Class Settlement Administrator will administer the Notice Plan and the Plan of Allocation approved by the Court.

3.2 The reasonable costs for the Notice Plan shall be paid solely from the Class Settlement Account.

3.3 Class Counsel and the Class Settlement Administrator shall be responsible for the development of the Notice Plan and the Plan of Allocation. Class Counsel will confer with and in good faith consider the input of Defense Counsel concerning the proposed Notice Plan (including the content of notices), the Plan of Allocation, and expenditures for administering the Notice Plan and Plan of Allocation.

3.4 Class Counsel and the Class Settlement Administrator shall be solely responsible for compliance with any state or federal law concerning the settlement of claims asserted by any Settlement Class Member who is a minor.

3.5 Benefits will be provided to Settlement Class Members following the occurrence of the Effective Date pursuant to the procedures contained in the Plan of Allocation.

4. **PRELIMINARY APPROVAL BY THE COURT**

4.1 The Parties shall cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Class Settlement Agreement and to implement this Class Settlement Agreement on the terms and conditions provided herein.

4.2 Promptly after the execution of this Class Settlement Agreement, and no later than twenty-eight (28) days following the Execution Date, the Class Plaintiffs shall submit a motion to the Court for preliminary approval of this Class Settlement Agreement and to direct notice to the Settlement Class (the “**Preliminary Approval Motion**”), seeking entry of the Preliminary Approval Order. For purposes of settlement only, JLI and the Released Parties will not oppose this motion.

4.3 Pursuant to the Class Action Fairness Act (“CAFA”), no later than ten (10) days after this Class Settlement Agreement is filed with the Court, JLI shall cause at its sole expense the Class Settlement Administrator to timely serve, on its own behalf and on behalf of the Released Parties, proper notice of the proposed settlement upon those who are entitled to such notice pursuant to CAFA.

4.4 On the same day that Class Plaintiffs file the Preliminary Approval Motion, the Parties shall submit to the Court, and any other appropriate courts, if necessary, unopposed motions to stay during the pendency of the settlement proceedings contemplated

by this Class Settlement Agreement (i) the underlying proceedings against JLI and any other Released Party, (ii) the commencement and/or prosecution of any and all actions and proceedings (including discovery) against JLI and any other Released Party brought by anyone for any Settlement Class Released Claims against any of the Released Parties, including any actions brought on behalf of or through any Settlement Class Members, and (iii) any appeals initiated by JLI and any other Released Party related to the Settlement Class Released Claims. Any stay will remain effective during the pendency of the settlement proceedings contemplated by this Class Settlement Agreement unless modified by further order of the Court or any other appropriate courts, or until such point that this matter is resolved, and the stayed proceedings shall be dismissed with prejudice.

4.5 In the event the Court does not enter a Preliminary Approval Order, then any party may terminate this Class Settlement Agreement. If a party terminates this Class Settlement Agreement, the terms and provisions of this Class Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose, and any order entered by the Court in accordance with the terms of this Class Settlement Agreement will be treated as vacated, *nunc pro tunc*.

5. **SETTLEMENT STATISTICS, PRELIMINARY REPORTING, AND FINAL REPORT**

5.1 On the first day of each month following entry of the Preliminary Approval Order, and until entry of the Final Approval Order and Judgment, the Class Settlement Administrator shall compile and send to Class Counsel, Defense Counsel, and the Mediator reports containing summary statistics detailing the implementation of the settlement process. Such reports shall include, at a minimum, the number of proper and timely Opt-Outs, the number of claims received, and the number of claims rejected and the reason for the rejection.

6. **FINAL APPROVAL BY THE COURT**

6.1 In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion requesting final approval of this Class Settlement Agreement and entry of the Final Approval Order and Judgment, and will provide those drafts to Defense Counsel before filing of the motion. Defense Counsel may provide feedback concerning the motion, and Class Counsel will meet and confer with Defense Counsel in good faith regarding their feedback.

6.2 In the event that the Court does not enter a Final Approval Order and Judgment or that the Class Settlement Agreement's approval is conditioned on any material modifications that are not acceptable to either Party, the Final Approval Order and Judgment is vacated, overturned, or rendered void or unenforceable as a result of an appeal, or if this Class Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason permitted under this Class Settlement Agreement, then (a) this Class Settlement Agreement shall be null and void and of no force and effect; (b) any release shall be of no force or effect, and (c)(i) Class Counsel shall provide written direction and authorization to the Trustee to return to JLI any funds paid by JLI pursuant to the terms of this Class Settlement Agreement that are held in any Trust account(s) and any and all interest earned

thereon, less monies expended toward settlement and Trust administration, within ten (10) days after the date the Class Settlement Agreement becomes null and void (ii) any counsel to whom any portion of a Fee and Expense Award has been distributed and any plaintiff to whom any Service Award was distributed shall, within thirty (30) days, repay to the Class Settlement Account such portion of the Fee and Expense Award it received, and within ten (10) days Class Counsel shall provide written direction and authorization to the Trustee to return such funds. For the avoidance of doubt, Class Counsel shall have no obligation under any circumstances to reimburse the Class Settlement Account for any sums paid to, or that are billed by, the Class Settlement Administrator for notice, administration of the Class Settlement Agreement, and other appropriate and typical administration functions.

6.3 If the Final Approval Order and Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and Judgment shall not become final. Any order or proceeding relating to the application for a Fee and Expense Award and/or Service Awards, the pendency of any such application, or any appeal from any such order, shall not operate to terminate or cancel this Class Settlement Agreement, or affect or delay the finality of the judgment approving the settlement.

7. **CLASS SETTLEMENT ACCOUNT**

7.1 The Parties have agreed to the establishment of a Class Settlement Account. The Class Settlement Account is (or will be) a separate account of the JLI National Settlement Trust, and the Class Settlement Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468B-1 and shall remain subject to the continuing jurisdiction of the Court.

7.2 No disbursements shall be made from the Class Settlement Account prior to the Effective Date other than (a) to pay (i) the reasonable costs and expenses of the Class Settlement Administrator for implementing the Notice Plan and other administrative and claim processing activities of this Class Settlement Agreement, (ii) any Fee and Expense Award (per Section 16 below) as approved by the Court, or (iii) the reasonable costs and expenses of administering the JLI National Settlement Trust, or (b) to refund the funding Party in the event this Class Settlement Agreement is not approved or is terminated.

7.3 Disbursements from the Class Settlement Account shall be made in accordance with the JLI National Settlement Trust agreement to be entered into by the Parties, and pursuant to orders of the Court and in accordance with this Class Settlement Agreement.

7.4 The Class Settlement Account shall be held at a federally-insured bank selected by the Trustee of the JLI National Settlement Trust.

7.5 The Trustee of the JLI National Trust shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Class Settlement Account. The Parties shall provide the Trustee with all information and documentation necessary to facilitate tax compliance activities.

7.6 Any interest that accrues on amounts in the Class Settlement Account shall be deemed to be part of the Class Settlement Account.

7.7 As described above, the Settlement Fund is non-reversionary and no portion of the Settlement Fund or Net Settlement Fund will revert to the JLI or any other Released Party.

8. OPT-OUT PROCEDURES

8.1 All Persons who wish to exclude themselves from the Settlement Class shall be advised of the process for doing so that must be followed to be excluded. The procedure for requesting exclusion from the Settlement Class (the “**Opt-Out Procedure**”) shall be set forth in the Preliminary Approval Order, and shall be subject to the Court’s approval. Defense Counsel may provide feedback concerning the Opt-Out Procedure, and Class Counsel will meet and confer with Defense Counsel in good faith regarding their feedback.

8.2 All requests to opt out of the Settlement Class that fail to satisfy the requirements of the Opt-Out Procedure, as well as any additional requirements the Court may impose, shall be void. Each Person who submits an opt-out request must do so individually and separately; no consolidated or group opt-outs shall be accepted.

8.3 Other than a parent or guardian acting on behalf of a minor or other individual, no Person may opt-out of the Settlement Class on behalf of any other Person.

8.4 All Settlement Class Members shall in all respects be bound by all terms of this Class Settlement Agreement, and the Final Approval Order and Judgment finally dismissing the Settlement Class Released Claims as against the Released Parties, and shall be permanently barred from commencing, instituting, or prosecuting any action based on any Settlement Class Released Claims against the Released Parties in any court of law or equity, arbitration, tribunal or administrative or other forum. Any Opt-Outs shall not be bound by this Class Settlement Agreement; shall not be eligible to apply for or receive any benefit under the terms of this Class Settlement Agreement; and shall not be entitled to submit an objection to this Class Settlement Agreement.

8.5 Plaintiffs’ and Defense Counsel agree that they will make no effort to solicit any Person who falls within the scope of the Settlement Class to exclude themselves from this Class Settlement Agreement.

9. RELEASE

9.1 Settlement Class Release. Settlement Class Members, including the Settlement Class Representatives, agree that the Final Approval Order and Judgment entered by the Court will contain the following release, waiver and covenant not to sue, which shall take effect upon all members of the Settlement Class on the later of: (1) the Effective Date, or (2) payment of the Final Class Payment to the Class Settlement Amount:

Each Settlement Class Member hereby releases and forever discharges and holds harmless the Released Parties of and from any and all Settlement

Class Released Claims which the Settlement Class Member ever had, now have, or will have in the future. Each Settlement Class Member further covenants and agrees not to commence, file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Released Parties based on the Settlement Class Released Claims.

9.2 In addition, Settlement Class Members, including the Settlement Class Representatives, agree that each Settlement Class Member hereby expressly waives and releases, upon the occurrence of the Effective Date, any and all provisions, rights, and benefits conferred by any law of the federal government or of any state or territory of the United States, or principle of common law, which purports to limit the scope and effectiveness of the release of any of the Settlement Class Released Claims provided pursuant to this Class Settlement Agreement, without regard to the subsequent discovery or existence of any different or additional facts not known by a Settlement Class Member at the time of this Class Settlement Agreement. By way of example, upon the Effective Date, each Settlement Class Member shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the California Civil Code, if any, which provides as follows:

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.

9.3 Each Settlement Class Member also hereby expressly waives and fully, finally, and forever settles and releases any and all Settlement Class Released Claims it may have against the Released Parties under § 17200, et seq., of the California Business and Professions Code.

9.4 Each Settlement Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Class Settlement Agreement, but each Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Execution Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims with respect to the subject matter of this Class Settlement Agreement whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

9.5 No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Settlement Class Released Claims except as provided in this Class Settlement Agreement.

9.6 Settlement Class Representatives and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action, or seek restitution or other forms of monetary relief, including by way of third-party claim,

crossclaim, or counterclaim, against any of the Released Parties in respect of any of the Settlement Class Released Claims; they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Settlement Class Released Claims; if involuntarily included in any such class action, they will not participate therein; and they will not assist any third party in initiating or pursuing a class action lawsuit in respect of any of the Settlement Class Released Claims. Each Settlement Class Member expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims without regard to the subsequent discovery or existence of different or additional facts.

9.7 Settlement Class Representatives and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action under any state or federal law in respect of any challenge to the release, waiver, and covenant not to sue.

9.8 In the event of a preference, fraudulent transfer and/or related claim (“Recovery Claim”) in a bankruptcy of JLI or any of its affiliates that concludes by voiding or reversing the prior payment of the Gross Settlement Amount by JLI or any of its affiliates, then the Class Releases shall become ineffective until such time as the Recovery Claim has been resolved to provide the Claimants the benefit of the Gross Class Settlement Amount. In the event of a Recovery Claim in a bankruptcy that concludes by voiding or reversing the prior payment of the Gross Class Settlement Amount, then the Class Releases shall become ineffective until such time as the Recovery Claim has been resolved to provide the Class the benefit of the Gross Class Settlement Fund. For avoidance of doubt, however, consistent with section 10.3 of this Agreement, Plaintiffs must challenge the preference by every available means in bankruptcy and on appeal before attempting to re-open the MDL against the Released Parties.

10. DISMISSAL WITH PREJUDICE, EXCLUSIVE REMEDY

10.1 Class Counsel agrees to seek Court dismissal with prejudice of all Settlement Class Released Claims against JLI and all Released Parties as part of the process of seeking issuance of the Final Approval Order and Judgment, with each Party to bear its own costs, except as otherwise provided herein.

10.2 The Parties agree that upon the Effective Date, all Settlement Class Released Claims shall be dismissed with prejudice in accordance with the Final Approval Order and Judgment entered by the Court.

10.3 Upon the effectiveness of the releases described in Section 9 and only in the event that the releases described herein and in the Final Approval Order and Judgment are not void, void ab initio or voided pursuant to Section 8 herein, this Class Settlement Agreement shall be the exclusive remedy for the Settlement Class with respect to Settlement Class Released Claims as against any and all Released Parties. No Settlement Class Member shall recover, directly or indirectly, any sums from JLI or the other Released Parties for Settlement Class Released Claims other than the consideration received under the terms of this Class Settlement Agreement, and any amounts for which they may be eligible in any

parallel settlement. For clarity and as noted above in Section 1.29, the Settlement Class Released Claims do not include any claims for (1) violations of antitrust law, or (2) personal injury, nor does this Class Settlement Agreement revive any such claims.

11. TOLLING

11.1 All statutes of limitation applicable to all Parties relating to fraudulent transfer, conveyance, and related types of claims shall be tolled until the earlier of (a) commencement of a bankruptcy by or against JLI, or (b) Final Class Payment. Upon payment of the Final Class Payment, all tolled statutes of limitations claims that would have expired absent such tolling prior to such date relating to fraudulent transfer, conveyance, and related theories shall expire.

11.2 Upon Final Class Payment, all tolling shall end, and JLI shall provide a satisfactory release of fraudulent transfer, conveyance, and related types of claims to other Released Persons.

12. NO ADMISSION OF LIABILITY

12.1 Neither this Class Settlement Agreement, whether approved or not approved, nor any appendix, document, or instrument delivered pursuant to this Class Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Class Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by JLI or any other Released Party of any liability or wrongdoing, or of the truth of any of the Class Plaintiffs' allegations, or of the appropriateness of class certification in any other context, or (b) an admission or concession by any Class Plaintiff of any lack of merit in those allegations.

12.2 Pursuant to this Class Settlement Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule, or regulation, the fact of entering into or carrying out this Class Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or an estoppel against any of the Parties, a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Class Settlement Agreement or the provisions of any related agreement, release, or appendix hereto.

13. REPRESENTATIONS AND WARRANTIES

13.1 The Class Plaintiffs represent and warrant that they each have the authority to enter into this Class Settlement Agreement and have not assigned, in whole or in part, any rights or claims against JLI and any other Released Parties, and have not assigned, in whole or in part, any of the Released Claims. Class Counsel represent and warrant that they have authority to execute this Class Settlement Agreement.

13.2 JLI represents and warrants that it has the authority, and if applicable the requisite corporate power, to execute, deliver, and perform this Class Settlement Agreement. The execution, delivery, and performance by JLI of this Class Settlement Agreement has been duly authorized by all necessary corporate action. This Class Settlement Agreement has been duly and validly executed and delivered by JLI, and constitutes its legal, valid, and binding obligation.

13.3 The Parties (i) recommend that this Class Settlement Agreement be approved; and (ii) will undertake the necessary steps to support and effectuate the terms of this Class Settlement Agreement in the event it is approved by the Court.

13.4 The Parties represent and warrant that they shall comply with the terms of the protective order entered in MDL No. 2913 regarding the disposition of litigation materials following the Effective Date.

14. INDEMNITY, LIENS, AND TAXES

14.1 JLI waives any right of subrogation or any other right belonging to JLI to recover back any settlement amount paid or made available to any Settlement Class Member under this Class Settlement Agreement by virtue of the Settlement Class Member's settlement with any other Person. The amounts made available and paid to Settlement Class Members under this Class Settlement Agreement are free and clear of any encumbrances now held or later acquired by JLI.

14.2 It is each Settlement Class Member's responsibility to pay any and all valid and enforceable liens, reimbursement claims, or encumbrances held or asserted by any private or governmental lien holders against them. The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Parties from all claims by any state or other government body, employer, attorney, insurer, and/or any other entity for all past, present and future liens or claims asserting a right of subrogation, right of indemnity, right of reimbursement or other such right for amounts paid or to be paid in consideration under this Class Settlement Agreement.

14.3 The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree that each Class Plaintiff or Settlement Class Member, as applicable, is responsible for any tax consequences to each such Class Plaintiff or Settlement Class Member arising from, related to, or in any way connected with the relief afforded to each such Class Plaintiff or Settlement Class Member, as applicable, under this Class Settlement Agreement.

15. CONTINUING JURISDICTION

15.1 The Court shall retain jurisdiction over MDL No. 2913, the Class Settlement Administrator, the Class Settlement Account, this Class Settlement Agreement, the Final Approval Order and Judgment, the Settlement Class Members, and the Parties for the purpose of administering, supervising, construing, and enforcing this Class Settlement Agreement and the Final Approval Order and Judgment.

16. FEES AND EXPENSES OF CLASS COUNSEL AND OTHER COUNSEL

16.1 Class Counsel and other counsel with a basis to seek the payment of Class Attorneys' Fees and Expenses may apply to the Court for a reasonable award of Class Attorney's Fees and Expenses ("**Fee and Expense Award**") from the Settlement Fund. Settlement Class Representatives' approval of this Class Settlement Agreement, and Class Counsel's support of the Class Settlement Agreement, are not contingent on Class Counsel making an application for a Fee and Expense Award, or the Court approving any application for a Fee and Expense Award.

16.2 The Parties have reached no agreement on the amount of attorneys' fees and expenses that Class Counsel will seek. While recognizing that this Class Settlement Agreement permits Class Counsel to apply for reasonable fees and expenses, Settlement Class Members will be given the opportunity to object to and oppose Class Counsel's request for a Fee and Expense Award in accordance with the Notice Plan and applicable authorities.

16.3 Any Fee and Expense Award shall be payable from the Settlement Fund promptly and no more than three (3) business days after the Payment Date, notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Class Settlement Agreement, or any Fee and Expense Award. At least seven (7) days prior to payment of the Fee and Expense Award, Class Counsel shall furnish the Class Settlement Administrator with all necessary payment and routing information to facilitate the transfer.

16.4 Any order or proceeding relating to the application for a Fee and Expense Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Class Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. Class Counsel will allocate the Fee and Expense Award among plaintiffs' counsel. In no event shall JLI or any other Released Party have any liability to any plaintiffs' counsel regarding the allocation of the Fee and Expense Award. No dispute regarding Fees and Expenses or the timing of payment of Fees and Expenses shall delay the timing or validity of the Release given in section 9 above.

16.5 Any Fee and Expense Award shall not increase the Gross Class Settlement Amount.

17. SERVICE AWARDS

17.1 Class Counsel may apply for Service Awards, which shall be subject to approval of the Court and paid from the Class Settlement Fund. Any Service Award that Class Counsel seeks shall be in consideration of, and commensurate with, the recipients' services, time, and effort on behalf of the Settlement Class. Any such Service Awards are separate and apart from any payments the recipients may receive as a result of submitting claims as Settlement Class Members. For tax purposes, the Service Award will be treated as 100% non-wage claim payment. Class Counsel will provide a Form W-9 for each individual receiving a Service Award, and the Class Settlement Administrator will issue an IRS Form Misc.-1099 for the Service Award payment to each recipient.

17.2 Any order or proceeding relating to the application for a Service Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. The Class Representatives' approval of this Settlement Agreement is not contingent on Class Counsel making an application for a Service Award, or the Court approving any application for a Service Award.

17.3 Subject to Court approval, any Service Award shall not increase the Gross Class Settlement Amount.

18. RIGHTS OF WITHDRAWAL

18.1 Within seven (7) Business Days after the Opt-Out Deadline, Class Counsel will provide Defense Counsel information sufficient to show whether the condition enumerated in Section 18.3 occurred (which, to the extent this information needs to be filed with the Court, the Parties shall request remain under seal). Such information must include a reasonable estimate or minimum number of total Settlement Class Members and the total number of Opt-Outs.

18.2 On the same date that Class Counsel provide Defense Counsel with the information identified in Section 18.1, Class Counsel shall also represent in good faith, in writing to counsel for JLI, whether the condition enumerated in Section 18.3 has occurred.

18.3 If, seven (7) Business Days after the Opt-Out Deadline, the following condition occurs, JLI, in consultation with Defense Counsel, may withdraw from and terminate this Class Settlement Agreement, in which case this Class Settlement Agreement shall be null and void and the status of the litigation shall be as it was prior to the execution of this Class Settlement Agreement: total Opt-Outs from the Class Settlement exceeds a number agreed to by the Parties and set forth in Appendix C, which shall be filed under seal if permitted by the Court.

18.4 In the event that JLI, in consultation with Defense Counsel, wishes to exercise its right to terminate this Class Settlement Agreement under this Section 18 because of inadequate participation under Section 18.3 above, JLI must notify the other Parties in writing, within seven (7) days after receipt of the information described in Sections 18.1-18.3 of this Class Settlement Agreement.

18.5 In the event that this Class Settlement Agreement is not approved as submitted, does not reach Final Approval, or otherwise is terminated pursuant to the terms herein, the Parties will be restored to their respective positions in the litigation as of the day preceding the date of this Class Settlement Agreement; the terms and provisions of this Class Settlement Agreement will have no further force or effect with respect to the Parties; this Class Settlement Agreement or any of its terms will not be used in this litigation or in any other proceeding for any purpose; and any judgment or order entered by the Court in accordance with the terms of this Class Settlement Agreement, including any order to certify the Settlement Class, will be vacated, *nunc pro tunc*, and the status of the litigation shall be as it was prior to the execution of this Class Settlement Agreement.

19. THIRD-PARTY BENEFICIARIES; ASSIGNMENT

19.1 Any Released Party who is not a signatory to this Class Settlement Agreement is a third-party beneficiary of this Class Settlement Agreement, and is entitled to all of the rights and benefits under this Class Settlement Agreement. Further, any such Released Party may enforce any and all provisions of this Class Settlement Agreement as if that Released Party was a direct party to this Class Settlement Agreement.

19.2 Other than Section 19.1, no provision of this Class Settlement Agreement or any Appendix thereto is intended to create any third-party beneficiary to this Class Settlement Agreement.

20. AMENDMENT; NO IMPLIED WAIVER

20.1 This Class Settlement Agreement may be amended by (and only by) an instrument signed by JLI, on the one hand, and Class Counsel, on the other hand.

20.2 Except where a specific period for action or inaction is provided herein, no failure on the part of a Party to exercise, and no delay on the part of either Party in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of either Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege; nor shall any waiver on the part of a Party, on any particular occasion or in any particular instance, of any particular right, power or privilege operate as a waiver of such right, power or privilege on any other occasion or in any other instance.

21. CONFIDENTIALITY OF COMMUNICATIONS REGARDING CLASS SETTLEMENT AGREEMENT

21.1 This Class Settlement Agreement, and the terms set forth herein, are confidential and are intended to remain confidential until the Parties file this Class Settlement Agreement with the Court. Prior to filing this Class Settlement Agreement with the Court, the Parties and their counsel may only make additional disclosures about this Class Settlement Agreement to comply with applicable law, rules of professional responsibility, court order, or existing legal obligation.

21.2 Neither Party nor their counsel shall issue a press release or media statement in any form announcing this Class Settlement Agreement or its terms, except with respect to a statement mutually agreeable by all Parties (acting reasonably) announcing the execution of this Class Settlement Agreement, or in accordance with the Notice Plan.

21.1 No Party or their counsel, including Class Counsel, or anyone else acting on behalf of any of them, shall make any public statement disparaging any Party or their counsel in connection with the Settlement Class Representatives' cases, this Class Settlement Agreement, or JUUL Products. Good-faith statements and allegations made by the Settlement Class Representatives or their counsel at any further court proceedings, including court proceedings related to the Settlement Class Representatives' cases against non-settling

defendants, shall not constitute disparagement for purposes of this Class Settlement Agreement.

21.2 In the event that the Court proceeds to hold any class trial against any non-settling defendant, Class Plaintiffs agree that they shall not subpoena any individual current or former director or any current or former employee of JLI to testify in-person or via video at such trial. Class Plaintiffs agree to use such person's video deposition as designated and deemed admissible in MDL No. 2913, JCCP No. 5052, or by any other appropriate court. JLI agrees to work with settling Class Counsel to avoid undue prejudice should Class Plaintiffs' counsel be unable to play a deposition because a witness is deemed "available" (*i.e.*, agree to testify within limited scope).

21.3 Good faith statements and allegations made by Class Plaintiffs or their counsel in connection with any trial of a case not covered by this Class Settlement Agreement shall not constitute disparagement for purposes of this agreement.

22. OTHER OBLIGATIONS; MISCELLANEOUS

22.1 The Parties shall use their reasonable best efforts to perform all terms of this Class Settlement Agreement.

22.2 The Released Parties may file this Class Settlement Agreement and/or the Final Judgment and Order in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

22.3 All agreements made and orders entered during this litigation relating to the confidentiality of information survive this Class Settlement Agreement.

22.4 Any E Appendices to this Class Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

22.5 This Class Settlement Agreement constitutes the entire Agreement by and among the Parties with regard to the subject matter of this Class Settlement Agreement, and supersedes any previous agreements and understanding among the Parties with respect to the subject matter of this Class Settlement Agreement and the settlement embodied within it.

22.6 All time periods and dates described in this Class Settlement Agreement are subject to the Court's approval. Unless set by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Class Settlement Agreement through written consent of the Parties' counsel, without notice to the Class Members; provided, however, that any such changes in the schedule of Class Settlement Agreement proceedings will be posted on a website established by the Class Settlement Administrator. Time periods and dates provided for in the Preliminary Approval Order may be altered by the Court.

22.7 Any notice, request, instruction, or other document to be given by any Party to this Class Settlement Agreement to any other Party to this Class Settlement Agreement, other than the Class Notice, shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:

If to Settlement Class Representatives and Settlement Class:

Dena C. Sharp
GIRARD SHARP LLP
601 California St., Suite 1400
San Francisco, CA 94108
Telephone: (415) 981-4800
dsharp@girardsharp.com

-and-

If to the JLI National Settlement Trust

Sarah R. London, Trustee
c/o Lief Cabraser Heimann & Bernstein, LLP
275 Battery Street, Suite 2900
San Francisco, CA 94111
Email: slondon@lchb.com

If to JLI:

Juul Labs, Inc.
1000 F Street, NW
Washington DC 20004
Attention: Tyler Mace and Scott Richburg
Email address: tyler.mace@juul.com

-and-

Kirkland & Ellis LLP
1301 Pennsylvania Ave., NW
Washington, DC 20004
Attention: Peter Farrell
Email address: pfarrell@kirkland.com

-and-

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Renee Smith
Email address: rdsmith@kirkland.com

with a copy to:

Milbank LLP
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067
Attention: Adam Moses
Email address: amoses@milbank.com

Kellogg Hansen Todd Figel & Frederick, P.L.L.C.
1615 M Street, N.W.
Suite 400
Washington, D.C. 20036
Attention: Michael J. Guzman and David L. Schwarz
Email address: mguzman@kellogghansen.com and
dschwarz@kellogghansen.com

with a copy to:

Van C. Durrer II
Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue
Suite 3400
Los Angeles, CA 90071
Attention: Van C. Durrer II
Email address: van.durrer@skadden.com

22.8 All applications for Court approval or Court orders required under this Class Settlement Agreement shall be made on notice to all Parties to this Class Settlement Agreement.

22.9 This Class Settlement Agreement is the result of a mutual negotiation between counsel for the Parties. Any ambiguity in this Class Settlement Agreement shall not presumptively be construed in favor of or against any Party as the drafter of the Class Settlement Agreement.

22.10 The provisions of this Class Settlement Agreement are not severable.

22.11 All the terms of this Class Settlement Agreement shall be governed by and interpreted according to the laws of the State of California, except to the extent federal law applies.

22.12 References to a Section also includes any other sections or subparts within that Section, *e.g.*, a reference to Section 20, includes Sections 20.1, 20.2 and 20.3. The definitions contained in this Class Settlement Agreement or any Appendix hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, otherwise) mean and include correlative words of the other genders.

22.13 All representations, warranties, and covenants set forth in this Class Settlement Agreement shall be deemed continuing and shall survive the date of this Class Settlement Agreement, or termination or expiration of this Class Settlement Agreement.

22.14 Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to perfect and effectuate the subject matter and purpose of this Class Settlement Agreement.

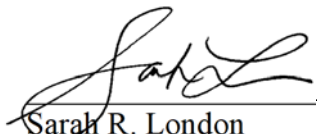
22.15 This Class Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Class Settlement Agreement, provided that this Class Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

22.16 This Class Settlement Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original Class Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have executed this Class Settlement Agreement and have caused this Class Settlement Agreement to be executed by Class Counsel.

CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:



Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel

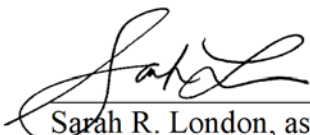
Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

JLI NATIONAL SETTLEMENT TRUST:

By:



Sarah R. London, as Trustee and not individually
Trustee of the JLI National Settlement Trust

CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:

Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel



Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

JLI NATIONAL SETTLEMENT TRUST:

By:


Sarah R. London, as Trustee and not individually
Trustee of the JLI National Settlement Trust

CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:

Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel



Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

JLI NATIONAL SETTLEMENT TRUST:

By:

Sarah R. London, as Trustee and not individually
Trustee of the JLI National Settlement Trust

CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:

Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel



Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

JLI NATIONAL SETTLEMENT TRUST:

By:

Sarah R. London, as Trustee and not individually
Trustee of the JLI National Settlement Trust

CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

DEFENDANT'S COUNSEL:

Peter A. Farrell
Kirkland & Ellis LLP
Counsel for Juul Labs, Inc.

Appendix A

Released Parties

7-Eleven
Alternative Ingredients
AMCON Distributing
BP Products North America
Brookwood Gas
Buc-ee's
Casey's General Stores
Chevron
Chevron ExtraMile
Circle K
Core-Mark
DisCopyLabs
Eby-Brown
EG America
Element E-Liquid
eLiquiTech
Giant Eagle (d/b/a getGo)
GoBrands (d/b/a GoPuff)
GPM Investments
HS Wholesale
HT Hackney
Imperial Trading
J. Polep
KFIT F&B Holdings
Kum & Go
Kwik Trip
Love's Travel
Mapco Express
Martin & Bayley
Maverik
McKinsey & Co.
McLane Co.
MCX
Midwest Petroleum
Murphy Oil USA, Inc.
Pete's of Erie
Pilot Travel Centers LLC
Quick Check Corporation (a wholly owned subsidiary of Murphy Oil USA, Inc.)
QuikTrip
RaceTrac Petroleum
S. Abraham & Sons
Sam's Club
Sheetz, Inc.
SouthCo Distributing
Southwest Convenience Stores

SpartanNash
Speedway
Stewarts Shops
Thorntons
Travel Centers of America
Ultimate Product Distributors
United Pacific
Walgreens
Walmart
Wawa

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

Appendix B

Document Filed Under Seal

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

Appendix C

Document Filed Under Seal

EXHIBIT 2

**PLAN OF ALLOCATION FOR ECONOMIC
LOSS SETTLEMENT AGREEMENT AND
RELEASE**

On December 6, 2022, Class Plaintiffs and JLI, on behalf of itself and the Released Parties, entered into the Class Settlement Agreement. The Net Settlement Fund and relief provided for in the Class Settlement Agreement shall be distributed in accordance with this Plan of Allocation as described below, subject to the Court’s approval.

1. DEFINITIONS

Except as defined below, capitalized terms in this Plan of Allocation have the same meaning as in the Class Settlement Agreement.

- 1.1 “Claim” means any claim for payment from the Class Settlement Fund submitted to the Class Settlement Administrator.
- 1.2 “Claimant” means any individual that submits a Claim.
- 1.3 “Claimant’s Retail Expenditures” means the value of each Claimant’s aggregate Retail Expenditures for all of the Claimant’s Purchases during the Class Period.
- 1.4 “Claim Form” means the electronic or paper form used to submit Claims.
- 1.5 “Class Payment Cap” means, for each Eligible Claimant, an amount equal to 150% of the claimant’s Eligible Claimant’s Retail Expenditures, except that to the extent the Retail Expenditures include Youth Purchases the Class Payment Cap shall be calculated as 300% of such Purchases.
- 1.6 “Direct Purchase” means a Purchase made on JLI’s website for which Purchase JLI has provided electronic records.
- 1.7 “Eligible Claim” means a timely Claim that the Class Settlement Administrator has determined falls within the Class—including (1) that the Claim relates to purchases of Juul Products (2) that such purchases occurred before the Execution Date—and should not be rejected as fraudulent, likely fraudulent, insufficiently documented, or for any other reason that Class Settlement Administrator determines should preclude payment of the Claim from the Net Settlement Fund.
- 1.8 “Eligible Claimant” means an individual who has submitted an Eligible Claim.
- 1.9 “Eligible Claimant’s Retail Expenditures” means each Eligible Claimant’s aggregate Retail Expenditures for all the Claimant’s Purchases.
- 1.10 “Eligible Claimant’s Points” means each Eligible Claimant’s aggregate Points for all the claimant’s Purchases.
- 1.11 “Indirect Purchase” means a Purchase from a retailer other than JLI.

- 1.12 “JLI Direct Purchase Data” means JLI’s electronic records of Direct Purchases made during the Class Period.
- 1.13 “Points” means a numeric value assigned each Purchase consisting of (1) the Retail Expenditure for each Purchase (2) multiplied by the below weighted values as set forth below:
- 1) Youth Purchase: Retail Expenditure x 4.
 - 2) 2015-2018 Initiate: Retail Expenditure x 2.
 - 3) 2019-2022 Initiate: Retail Expenditure x 1.
- 1.14 “Purchase” means a purchase of a Juul Product at a retail location or online before the Execution Date.
- 1.15 “Initiate” means the date of a Claimant’s first Purchase, categorized as follows:
- 1) “2015-2018 Initiate” means any purchase of Juul Products made by an individual whose first purchase of Juul Products occurred in 2015, 2016, 2017, or 2018, and the individual had attained the age of eighteen (18).
 - 2) “2019-2022 Initiate” means any purchase of Juul Products made by an individual whose first purchase of Juul Products occurred in 2019, 2020, 2021, or 2022 through the Execution Date, and the individual had attained the age of eighteen (18).
- 1.16 “Retail Expenditure” means the a) for Direct Purchases, the amount paid by the Claimant as indicated in the JLI Direct Purchase Data; b) for all other Purchases, the greater of the dollar amount assigned to each Purchase claimed by an Eligible Claimant or the total value of proofs of purchase for Juul Products submitted by an Eligible Claimant and included in Claimant’s Eligible Claim. Absent submission of proofs of purchase, the Retail Expenditure for Juul Products shall be calculated as:
- 1) The actual amount paid for Direct Purchases; and
 - 2) For all other Purchases, the Retail Expenditure figures are set forth below:¹
 - a. JUULPods (4 pack): \$15.99.
 - b. JUULPods (2 pack): \$9.99.
 - c. Starter Kits (Device, USB Charger, 4 pods): \$49.99.
 - d. Starter Kits (Device, USB Charger, 2 pods): \$44.99
 - e. Device Kit (Device plus USB Charger): \$34.99
 - f. Charging Case: \$49.99
 - g. USB Charger: \$6.00
- 1.17 “Total Class Points” means the aggregate total of the Points for all Eligible Claims.
- 1.18 “Youth Purchase” means any purchase of Juul Products made by an individual whose

¹ These figures are based on the per-unit suggested retail price of each product, which discovery and the JLI Direct Purchase Data confirmed were the dominant retail prices actually paid.

first purchase of Juul Products occurred prior to such individual attaining the age of eighteen (18).

2. SUBMISSION OF CLAIMS

2.1 The Class Settlement Administrator shall determine whether each Claim constitutes an Eligible Claim.

2.2 Any Settlement Class Member who made a Direct Purchase according to the JLI Direct Sales Data will be given the option to:

1) Make an election to submit a pre-filled Eligible Claim based on the total value of the Claimant's Direct Purchases as indicated in the JLI Direct Purchase Data. The submission of such a Claim shall require the Claimant to provide personally identifying information (including a date of birth) and to elect a method by which the Claimant will receive payment. All of the Claimant's Purchases will be categorized as either a 2015-2018 Initiate Purchase or a 2019-2022 Initiate Purchase based on the JLI Direct Purchase Data. Purchases will be categorized as Youth Purchases by the Administrator; or

2) Submit a Claim based on his or her Direct Purchases as indicated in the JLI Direct Purchase Data plus any Indirect Purchases. As to Indirect Purchases, the Claimant will be required to provide additional information necessary to determine: a) the total amount of the Claimant's Indirect Purchases and b) whether the Claimant's Indirect Purchases count as 2015-2018 Initiate or 2019-2022 Initiate Purchases.

2.3 Any Settlement Class Member who did not make a Direct Purchase according to the JLI Direct Purchase Data shall provide (1) the Claimant's date of birth; (2) the month and year when the Claimant first began purchasing Juul Products; (3) information regarding the Claimant's frequency of purchasing Juul Products; (4) personally identifying information and (5) an election as to how the Claimant would like to receive payment. Frequency information may be provided by responding to the online claim form or by submitting proofs of purchase.

2.4 The Class Settlement Administrator shall follow up with Claimants as necessary to validate their Claims, collect additional information, or otherwise ensure that the Claim qualifies as an Eligible Claim. Any Eligible Claim—aside from portions of claims based on Direct Purchases—where the total value of the Eligible Claimant's Retail Expenditures would exceed \$300 shall require proof of purchase, which may be provided in the form of receipts or other documentation demonstrating such purchases. In the event a Claimant submits a Claim for Indirect Purchases exceeding this amount and does not provide such proof of purchase upon request, such claim shall only be honored in an amount equal to \$300. Even if supported by JLI Direct Sales Data or proof of purchase, no Retail Expenditure used to assign Points may exceed \$1600 per year in which the Claimant claims to have made Purchases.

2.5 The Class Settlement Administrator shall employ industry standard measures to

detect potentially fraudulent claims and may, in its discretion or at Class Counsel's direction, require proof of purchase for additional claims (including claims in an amount lower than the amount set forth herein) in the event the Class Settlement Administrator detects indicia of fraud. The Class Settlement Administrator may also, in its discretion or at Class Counsel's direction, establish processes for auditing claims. Such processes may require *any* Claimant to provide documentation supporting his or her identity, Purchases, date of birth or any other information pertinent to the Claimant's Claim. The Class Settlement Administrator shall consult with Class Counsel regarding potentially fraudulent claims and the process for validating such potentially fraudulent claims.

3. DISTRIBUTION OF SETTLEMENT FUND

- 3.1 Within seven days after the later of when (1) JLI deposits the Settlement Fund into the Class Settlement Account in accordance with paragraph 2.2 of the Class Settlement Agreement or (2) the Court enters an order concerning any Fee and Expense Awards and Service Awards, the Class Settlement Administrator may distribute to Class Counsel from the Class Settlement Fund the amount of (1) any Fee and Expense Award and (2) any Service Awards. The Class Settlement Administrator shall also pay to the Class Settlement Administrator and the Trustee costs for the payment of settlement notice, settlement administration, and Trust administration services not to exceed amounts approved by the Court.
- 3.2 Prior to the distribution of the Net Settlement Fund, Class Counsel may seek additional payment to the Class Settlement Administrator from the Class Settlement Fund for (1) actual amounts incurred for settlement notice and administration services beyond those previously awarded by the Court and paid to the Class Settlement Administrator and (2) any additional amounts the Class Settlement Administrator anticipates incurring to complete the distribution of the Net Settlement Fund. No party shall have any obligation to pay the Class Settlement Administrator any amounts beyond those approved by the Court.
- 3.3 After the payment of the items in paragraphs 3.1 and 3.2, the Net Settlement Fund shall be distributed to Eligible Claimants on a *pro rata* basis according to each Eligible Claimants' *pro rata* share of the Total Class Points, taking into account any applicable Class Payment Cap. If, for example, there are 5,000,000 Total Class Points and an Eligible Claimant has Eligible Claims totaling 500 Eligible Claimant's Points, then that Eligible Claimant shall be entitled to a distribution equal to .01% ($500 / 5,000,000$) of the Net Settlement Fund, which amount will be subject to any applicable Class Payment Cap. Each Eligible Claimant shall receive a distribution of at least \$15.00, regardless of the amount of his or her *pro rata* allocation. In no event shall an Eligible Claimant be entitled to a Class Payment that exceeds the claimant's Class Payment Cap.
- 3.4 Claimants shall have the option to elect the method by which their payment is delivered. At a minimum, Claimants shall be able to elect to receive a paper check, an electronic payment (e.g., Venmo, Paypal), a credit card, or a store payment card

(e.g. Amazon). Claimants who make no election shall be paid by check in the distribution.

4. DISTRIBUTION OF UNSPENT FUNDS

- 4.1 If any distributable balance remains in the Net Settlement Fund by reason of payments that have not been deposited six months after the start of the initial distribution or because of the limitations set forth in paragraph 3.3, then—subject to paragraph 3.3—that balance shall be redistributed as set forth in paragraph 3.3 among those Eligible Claimants who have received and deposited their initial payment and who would receive at least \$15.00 from the redistribution, after payment of any additional costs or fees incurred in administering the Net Settlement Fund for the redistribution. In making such redistribution calculations, the Total Class Points shall be adjusted to include only the Points for Eligible Claimants that (1) have received and deposited their payment during the initial distribution and (2) would receive at least \$15.00 from the redistribution, after payment of any additional costs or fees incurred in administering the Net Settlement Fund for the redistribution and (3) have not yet received a payment equal to or in excess of the Class Payment Cap. Points shall also be adjusted to ensure that no Eligible Claimant receives a redistribution that would cause such Claimant’s total payments to exceed the claimant’s Class Payment Cap. Settlement Class Members receiving a distribution pursuant to this Paragraph shall receive payment via the means elected for the initial payment (if an election was made). To minimize administrative costs, however, redistribution payments to Settlement Class Members who made no such election may be made by either the issuance of a credit card or a store payment card.
- 4.2 If six months after the redistribution any balance still remains in the Net Settlement Fund as a result of (1) payments that have not been deposited, and Class Counsel has determined that a further redistribution of such balance to Settlement Class Members would be uneconomical or (2) all Eligible Claimants have received distributions in an amount equal to their Class Payment Cap, Class Counsel shall petition the Court to distribute the remaining funds to an appropriate recipient or recipients. There will be no disposition or *cy pres*-type distribution unless and until the Court finds that the parties have in good faith exhausted all reasonable efforts to distribute the Net Settlement Fund to Settlement Class Members.

5. ADMINISTRATION

- 5.1 All determinations under this Plan of Allocation shall be made by the Class Settlement Administrator, subject to review by Class Counsel and approval by the Court.
- 5.2 The Class Settlement Administrator and the Parties and their counsel will have no liability to any person in connection with determinations and distributions made substantially in accordance with the terms of the Plan of Allocation.

- 5.3 After entry of the Final Approval Order and Judgment, Class Counsel will provide monthly status reports to the Court concerning the progress of the settlement administration process.

EXHIBIT 3



United States District Court for the Northern District of California

In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation

Case No. 19-md-02913-WHO

Class Action Notice

Authorized by the U.S. District Court

Did you buy a JUUL product before December 7, 2022?

A class action Lawsuit and a Settlement of part of that Lawsuit could affect your rights.

You may be eligible to receive a payment from a \$255 Million Settlement of Part of the Lawsuit

Your options:

- 1. Make a claim.** *Get a payment.*
- 2. Do nothing.** *You will get no payment and be bound by the Settlement and the Lawsuit.*
- 3. Opt out of the Settlement or the Lawsuit.**
- 4. Object to the Settlement.**

You are not being sued.

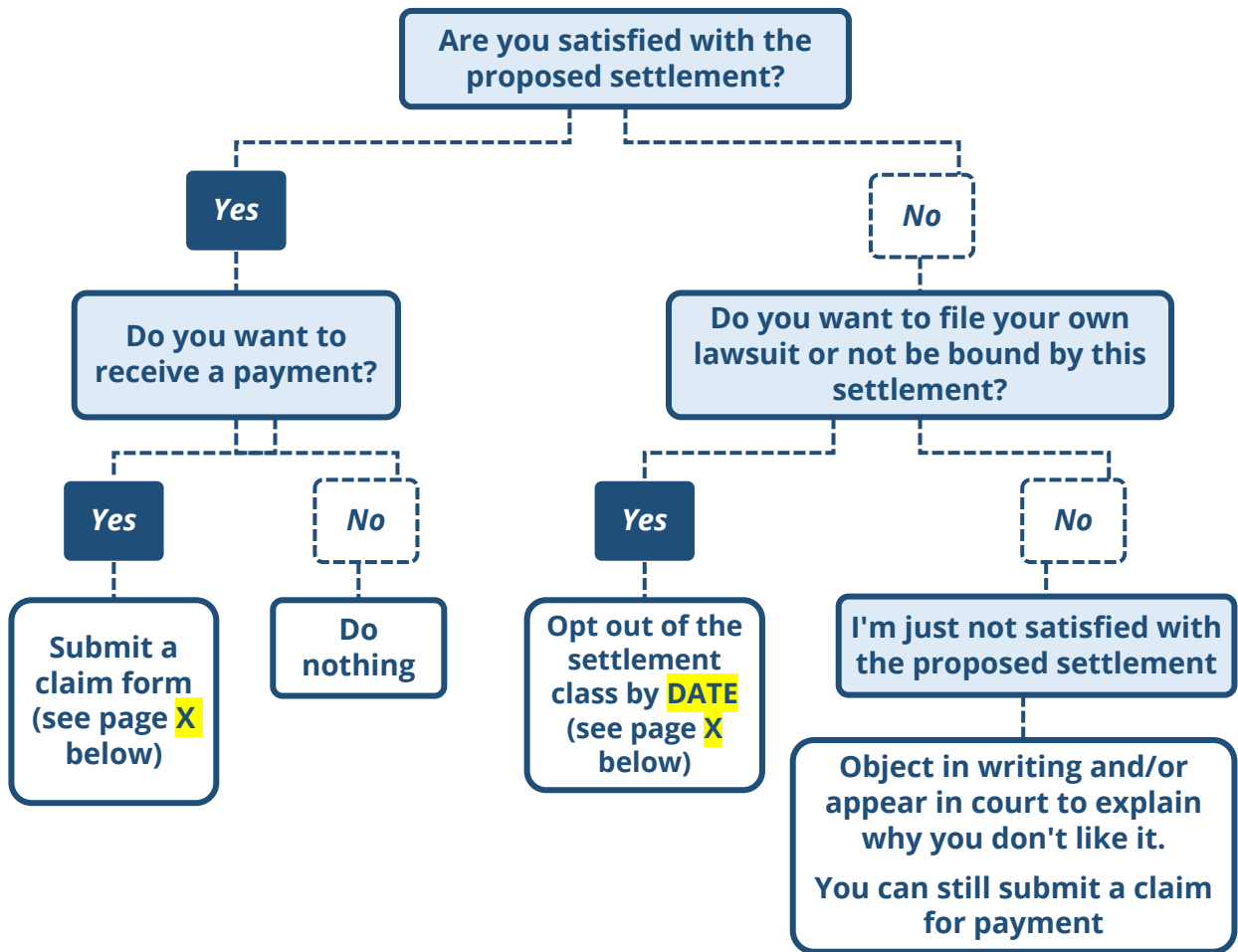
This notice explains the Lawsuit, the Settlement, and your legal rights and options.

Please read entire notice carefully.

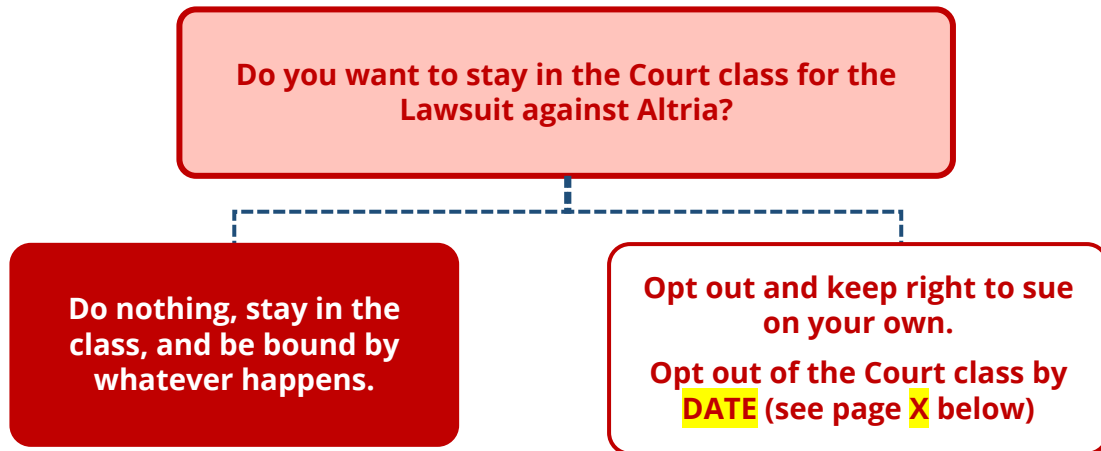
You need to make decisions about two different parts of the case, the settlement and the continuing court case.

To make the best decisions for you, read on.

THE \$255 MILLION SETTLEMENT WITH JUUL LABS



THE ONGOING COURT CASE AGAINST ALTRIA



Important things to know:

- You must file a claim to receive money from the Settlement.
- If you do nothing, you will still be bound by the Settlement and the Lawsuit, and your rights will be affected.
- If you want to opt out or object, you must do so by **MONTH XX, 2023**
- You can learn more at: www.JUULclassaction.com

Table of Contents

Key Information	5
What is happening in this lawsuit?	5
What are my options?	5
What are the most important dates?	6
Learning About the Lawsuit	7
What is this Lawsuit about?	7
Why is there a Settlement?	7
Which Defendants are settling and which ones are still being sued in the Lawsuit?	7
What happens next in this Lawsuit?	8
What effect does this case have on personal injury claims?	8
Important Facts About How The Settlement Might Affect You	9
How do I know if I am a member of the Settlement Class?	9
What products are at issue in the Settlement?	9
What if I’m still not sure if I’m included in the Settlement Class?	9
What are the benefits of the Settlement?	10
What are my Options if I am a Settlement Class Member?	10
Your Options as a Settlement Class Member	10
Do I need to do anything to get paid?	10
How do I submit a claim?	10
How much will my payment be?	11
What do I give up by making a Settlement claim?	11
What are the consequences of doing nothing?	11
What if I don’t want to be a part of the Settlement Class?	12
How do I submit an objection to the Settlement?	12
What is <i>Not</i> Included in the Settlement	13
What part of the Lawsuit is not included in the Settlement?	13
How do I know if I am a member of one or more of the Court Classes?	13
What products are at issue in the claims of the Court Classes?	14
What if I’m still not sure if I’m a member of the Court Classes?	14
What claims apply to each Court Class?	15
Your Options as a Court Class Member	15
What are my Options if I am a Court Class Member?	15
What are the consequences of doing nothing?	15
What if I don’t want to be a part of the Court Classes?	16
Opting Out / Excluding Yourself	16
What are the consequences of excluding myself?	16
How do I opt out?	17
The Lawyers Representing You	18
Do I have a lawyer in the case?	18
Should I get my own lawyer?	19
How will the lawyers be paid?	19
Key Resources	20
How I get more information?	20

Key Information

What is happening in this lawsuit?

A group of people filed a class action lawsuit against JUUL Labs, Inc. and related individuals and entities. These plaintiffs claimed that they paid more for JUUL products than they would have paid if they had been given accurate information about JUUL products' addictiveness and safety, and that certain defendants unlawfully marketed to minors.

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

JUUL Labs, on behalf of itself, its directors and officers, and other entities, has agreed to pay \$XX million to settle claims against it. The group of people who JUUL Labs has agreed to pay is called the Settlement Class and it includes everyone who purchased JUUL products from retail stores or from JUUL directly online before December 7, 2022. If you are in this group and want to get paid, you must file a claim by returning a claim form or make a claim on the settlement website at www.JUULclassaction.com.

Altria—another defendant in the lawsuit—and related companies have not agreed to settle. The lawsuit will continue against them. The people who the Court has allowed to sue Altria and related companies are called the Court Classes, which are defined below. If you are in this group, that ongoing lawsuit **may affect your rights** but there is no money available right now from Altria.

What are my options?

Make a Claim to Get Paid from the Settlement

To receive a payment from the Settlement, you must make a claim. You can do so on this website. [ONLINE: Click [here](#) to make a claim. / PAPER: You can return a claim form by mail or make a claim at www.JUULclassaction.com.]

The only way to receive your settlement payment is to make a claim.

If you bought directly from the JUUL Labs website, you should receive an email or postcard indicating the purchase amount on record for you that includes a claim code that is specific to you. [You can use your claim code to pick a payment method [here](#). / You can return the postcard or make a claim online at www.JUULclassaction.com]

<p>Do Nothing</p>	<p>If you do nothing, you will remain in the Settlement Class and be bound by the Settlement, but you will not get any money from the Settlement.</p> <p>If you do nothing, you will remain in the Court Classes and your claims against Altria and its related entities will continue to be bound by the orders of the Court.</p> <p>Staying in either the Settlement Class or the Court Classes does not affect your ability to bring personal injury claims. Read below for more details about the types of claims covered by the Lawsuit.</p>
<p>Opt Out of the Settlement</p>	<p>You can opt out of the Settlement Class (also known as excluding yourself) if you want to separately bring the kinds of claims against Defendants that are in this case.</p> <p>If you opt out of the Settlement Class, you will not get any settlement payment, but will retain your right to sue JUUL Labs and the other persons and entities on whose behalf it settled.</p> <p>If you opt out of the Court Classes, you will not be entitled to money that may result from the case against Altria or be bound by the result, but you will retain your right to sue Altria and its related entities on your own.</p> <p>More detail on opting yourself out can be found below.</p> <p>If you are considering bringing a separate claim against Defendants, you should consult your own attorney (at your own expense) who can advise you about any deadlines to file your claim.</p> <p>The deadline to opt out is: MONTH XX, 2023.</p>
<p>Object to the Settlement</p>	<p>If you are a member of the Settlement Class and do not opt out, you can object to the Settlement if you do not like any part of it.</p> <p>More detail on objecting to the Settlement can be found below.</p> <p>The deadline to object is: MONTH XX, 2023</p>

What are the most important dates?

The deadline to make a claim for a settlement payment is **MONTH XX, 2023**.

The deadline to opt out of the Settlement Class and/or some or all of the Court Classes is **MONTH XX, 2023**.

The deadline to object to the Settlement is **MONTH XX, 2023**.

Learning About the Lawsuit

What is this Lawsuit about?

The Lawsuit alleges that Plaintiffs paid more for JUUL products than they otherwise would have paid if accurate information concerning the products' addictiveness and safety had been provided, and that certain Defendants unlawfully marketed to minors.

A copy of the Complaint is available [\[here / at \[www.JUULclassaction.com\]\(http://www.JUULclassaction.com\)\]](#).

The Defendants deny these allegations and assert that they did not violate any law.

The court has not decided whether any Defendant violated any laws. This notice is not an opinion by the court about whether the Plaintiffs or Defendants are right.

Where can I learn more?

You can get a complete copy of the Plaintiffs' complaint, the Settlement Agreement, and the Court's class certification order by visiting:

www.JUULclassaction.com

Why is there a Settlement?

JUUL Labs, on behalf of itself and other persons and entities, and Plaintiffs have agreed to the Settlement to avoid the costs and risks of trial. As a result of the Settlement, members of the Settlement Class who submit valid claims will get money payments without undue delay. Plaintiffs and their lawyers think the Settlement is best for all members of the Settlement Class.

Which Defendants are settling and which ones are still being sued in the Lawsuit?

The proposed settlement will release claims against JUUL Labs, its officers and directors, manufacturers of JUUL products, sellers of JUUL products, and other persons and entities identified in the Settlement Agreement (and on the Settlement website). If you do not opt out of (or exclude yourself from) the Settlement Class, your claims against those persons and entities will be released and you will not be able to sue them for these claims. More information about the released claims is [below](#).

What does it mean to "release" a claim?

If a claim is released, it is forever resolved and cannot be the basis for a new lawsuit.

The lawsuit also includes claims against Altria and related companies. If you are a member of the Court Classes defined below and do not opt out, you will be bound by any result from the litigation by the Court Classes against Altria. This may be your only chance to opt out.

What happens next in this Lawsuit?

If the Settlement is approved by the court, members of the Settlement Class who submit claims will be paid, and the claims of Settlement Class members will be dismissed against JUUL Labs and the persons and entities on whose behalf JUUL Labs has settled.

The claims of the Court Classes against Altria and related defendants will continue. A class action trial is currently scheduled to begin in September 2023 against Altria. There is no guarantee that Plaintiffs will win or obtain any additional money for any of the Court Classes.

What effect does this case have on personal injury claims?

The classes allege **economic** injury to JUUL purchasers—that they paid more for JUUL products than they otherwise would have if they had not been misled, or that JUUL purchasers would not have purchased JUUL products if Defendants had not marketed to minors.

The classes do not allege **personal** injury—the damage to health or welfare suffered by individuals who used JUUL Products. Participation in the Settlement or remaining in some or all of the Court Classes does not impact your ability to recover for any personal injury claims you might have (subject to statute of limitations or any other laws that may prevent you from bringing a personal injury claim). If you have asserted personal injury claims, you may be eligible to recover as part of a separate settlement that has been reached to resolve the personal injury claims in the Lawsuit. Deadlines and other important information regarding that separate settlement are included in the court's order [\[here / on www.JUULclassaction.com\]](#). Contact your lawyer with any questions.

You should consult with your own lawyer soon about any personal injury claims you may have because you may have missed the deadline for bringing a lawsuit for your personal injuries.

Important Facts About How The Settlement Might Affect You

How do I know if I am a member of the Settlement Class?

The Settlement Class includes all individuals who purchased, in the United States, a JUUL Product from a brick and mortar or online retailer before December 7, 2022.

If you are in this group, you are a member of the Settlement Class and you must make a claim in order to receive a payment.

Note: You are not a member of the Settlement Class if:

- You purchased the JUUL Product(s) **only from** another person who is not a retailer.
- You are a Defendant, one of their employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; or
- You are a judicial officer assigned to this case or a member of their immediate family, or associated court staff; or
- You timely and properly opt out of the Settlement Class.

What products are at issue in the Settlement?

The products included in the Settlement are any JUUL product designed, manufactured, produced, advertised, marketed, distributed, or sold by JUUL Labs, or under the logo of JUUL, including “JUUL”-branded pods or devices. If you bought these products before December 7, 2022, you are in the Settlement Class. To receive a payment, you must make a claim.

What if I’m still not sure if I’m included in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you may call (877) 283-0507 or email **XX**. Please do *not* contact Defendants or the Court.

What are the benefits of the Settlement?

JUUL Labs, on behalf of itself and other persons and entities, has agreed to pay \$255,000,000 to settle the claims of the Settlement Class. Class members who submit a claim will be eligible to get paid from that Settlement amount after payment for the lawyers' fees and the case expenses described below.

Your Options as a Settlement Class Member

What are my Options if I am a Settlement Class Member?

You have three options as a member of the Settlement Class. You can (1) file a claim to get paid from the Settlement, (2) do nothing and remain in the Settlement Class but get no payment, or (3) opt out of the Settlement Class and receive no payments from the Settlement but retain your right to sue JUUL Labs and the persons and companies on whose behalf it settled. You can also object to any part of the Settlement that you do not like, as long as you don't opt out of the Settlement Class.

	Submit a Claim	Do Nothing	Opt Out of the Settlement Class
Will I receive money from the Settlement if I . . .	Yes	No	No
Am I bound by the Settlement if I . . .	Yes	Yes	No
Can I pursue my own case for the specific claims in the Settlement against JUUL and the persons and entities it settled on behalf of if I . . .	No	No	Yes

Do I need to do anything to get paid?

YES. To get paid from the Settlement, you *MUST* submit a claim.

The deadline to make a claim for a settlement payment is **MONTH XX**, 2023.

How do I submit a claim?

[Click here to make a claim. / You can make a claim at www.JUULclassaction.com.] If you received an email or postcard about the Settlement, you can click the link in the email to make a claim or return the postcard. You can also obtain a paper claim form by contacting the Settlement Administrator at the address, phone number, or email [below](#).

The deadline to make a claim for a settlement payment is **MONTH XX, 2023**.

How much will my payment be?

Each claim will be based on how much each claimant spent on JUUL products compared to other Settlement Class members. How much each claimant will receive is unknown at this time because it depends on how many claims are submitted. More information about how payments will be calculated is available in the [Plan of Allocation](#).

What do I give up by making a Settlement claim?

If the Settlement becomes final, you will be releasing JUUL Labs, and the persons and entities on whose behalf it settled from all the claims identified in the Settlement Agreement. This means that you will not be able to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against JUUL Labs, and the persons and entities on whose behalf it settled, based on the same legal claims and seeking economic damages for JUUL Product purchases during the class period.

The Settlement Agreement is available [here / at \[www.JUULclassaction.com\]\(http://www.JUULclassaction.com\)](#). The Settlement Agreement describes the released claims.

What are the consequences of doing nothing?

If you do nothing and remain in the Settlement Class, you will be bound by the Settlement and won't get any money from the Settlement. You will not be able to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against JUUL Labs, and the persons and entities on whose behalf it settled, based on the same legal claims and seeking economic damages for JUUL Product purchases during the class period.

What if I don't want to be a part of the Settlement Class?

You can opt out of the Settlement Class, but if you do so you will not be eligible to receive payment from the Settlement. You will retain your right to sue or continue to sue JUUL Labs and the other persons and entities on whose behalf it settled.

Information about how to opt out of the Settlement Class is [below](#).

How do I submit an objection to the Settlement?

If you are a member of the Settlement Class and you did not request to opt yourself out of the Settlement Class, you may object to any aspect of the Settlement, including the fairness of the Settlement, the Plan of Allocation, and/or Class Counsel's requests for attorneys' fees, expenses, and Class Representatives' service awards.

If the Court denies approval of the Settlement, no settlement payments will be sent out from the Settlement and the Lawsuit will continue against JUUL Labs and the other defendants on whose behalf it settled. If the Court rejects your objection, you will still be bound by the Settlement.

To object to the Settlement, you (or your lawyer if you have one) must submit a written objection to the court and send the objection to the Settlement Administrator at the addresses below. You must submit your objection on or before **DATE**. Your objection can include any supporting materials, papers, or briefs that you want the court to consider. Your objection must include:

- Your full name, address, telephone number, if available, email address;
- The case name and number: *In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation*, No. 19-md-02913-WHO (N.D. Cal.);
- Documentation demonstrating that you are a member of the Class and/or this statement, followed by your signature: "I declare under penalty of perjury under the laws of the United States of America that [insert your name] is a member of the Class.";
- A written statement of all grounds for your objection, including any legal support for the objection;
- Copies of any papers, briefs, or other documents your objection is based on;

- The name, address, email address, and telephone number of every attorney representing you; and
- A statement saying whether you and/or your attorney intend to appear at the Final Approval Hearing and, if so, a list of all persons, if any, who will be called to testify in support of the objection.

You must submit your objection to the Court and to the Settlement Administrator by **DATE**.

Office of the Clerk of Court
U.S. District Court for the
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94012

In re JUUL Labs, Inc.
Settlement Administrator
P.O. BOX **XXXX**
CITY, ST **XXXXX-XXXX**
Email: **INSERT**

What is *Not* Included in the Settlement

What part of the Lawsuit is not included in the Settlement?

The claims that have been asserted by the Court Classes against Altria and its related entities, including Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company, Philip Morris USA, Inc., are not included in the Settlement. If you are a member of one of the Court Classes (defined below) and you do not opt out of the Court Classes, you will be bound by the result of that ongoing litigation. That means that if the Court Classes win money, you may be entitled to a recovery. If the Court Classes lose their case, your claims against Altria and related entities may be released. This may be your only opportunity to opt out.

You may be entitled to payment from this Settlement regardless of whether you opt out of the Court Classes or whether the Court Classes prevail against Altria.

How do I know if I am a member of one or more of the Court Classes?

The claims against Altria and its related entities will proceed as a class action on behalf of two classes, or groups of people (the “Court Classes”), that the Court has certified. The Court Classes could include you.

Altria has appealed the Court’s decision to certify the Court Classes.

Subject to the exclusions listed below, the Court Classes include:

- (a) Nationwide Class: All persons who purchased from brick and mortar or online retailers, in the United States up and until December 31, 2021, one or more JUUL pods, whether sold in packs of four or two, or as part of Starter Kits (which include both JUUL pods and a JUUL device).
- (b) Nationwide Youth Class: All persons who purchased from brick and mortar or online retailers, in the United States up and until November 31, 2019, one or more JUUL devices, pods, or kits and were under the age of eighteen at the time of purchase.

You may be a members of both Court Classes. Membership in one Court Class does not preclude you from membership in the other.

You are not a member of any of the Classes if:

- You purchased the JUUL Product(s) **only** from another person who is not a retailer.
- You are a Defendant, one of their employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies;
- You are a judicial officer or a member of their immediate family, or associated court staff assigned to this case; or
- You timely and properly opt out of the Court Class or Classes you would otherwise be a member of.

What products are at issue in the claims of the Court Classes?

The JUUL Products at issue in the Lawsuit are: JUUL devices (sold as a Basic Kit), JUUL pods with 5% nicotine strength that came in packs of four and packs of two, and Starter Kits that include a device and four pods. Unlike the Settlement, the claims of the Court Classes do not include chargers and other JUUL Product accessories.

What if I'm still not sure if I'm a member of the Court Classes?

If you are not sure whether you are included in one or more of the Court Classes, you may call (877) 283-0507 or email **XX**. Please do not contact Defendants or the Court.

What claims apply to each Court Class?

The Court Classes bring claims under federal law against Altria and related entities. The Nationwide Class alleges that Altria was a part of an enterprise that misled consumers concerning the products' addictiveness and safety, causing them to pay more than they would have had accurate information been provided. The Nationwide Youth Class alleges that the enterprise that Altria was a part of unlawfully marketed to minors.

Your decision to either remain in the Court Class(es) or opt out of one or both of the Court Classes may impact your ability to bring claims against Altria and its related entities under state or federal laws raising similar allegations and seeking economic damages for JUUL Product purchases during the class period.

Your Options as a Court Class Member

What are my Options if I am a Court Class Member?

You have three options as a Court Class member. You can (1) do nothing and remain in the Court Classes, (2) opt out of both Court Classes, or (3) opt out of one Court Class but not the other if you are a member of both Court Classes.

	Do nothing and remain in all the Court Classes	Opt Out of some, but not all, of the Court Classes	Opt Out of all the Court Classes
Am I bound by the terms of this Lawsuit if I . . .	Yes	No to those you opt out of	No
Can I pursue my own case for the specific claims in this Lawsuit if I . . .	No	Yes to those you opt out of	Yes
Will I have legal representation for the claims in this Lawsuit if I . . .	Yes	No to those you opt out of	No (unless you get your own attorney at your own expense)

What are the consequences of doing nothing?

If you do nothing you will remain in the Court Classes. You will keep the right to a share of any money that may come from a trial or settlement of the Class(es)'s

claims in this Lawsuit against Altria. All the Court's orders in the case relating to the Court Class(es) for which you remain a member will apply to you and legally bind you. You will also be bound by any judgment in the Lawsuit related to the claims of the Court Class(es) you do not opt out of.

You will not be able to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against Altria based on the same legal claims and seeking economic damages for JUUL Product purchases during the class period.

Remaining in the Court Class(es) may preclude you from bringing your own claims against Altria under other laws based on the same or similar facts. The Court has not decided whether remaining in the Court Class(es) would impact your rights to bring your claims under other laws. If you have questions about how remaining in the Court Class(es) would affect your rights, you should consult your own attorney.

What if I don't want to be a part of the Court Classes?

You can opt out of one or both of the Court Classes. If you do so, you will not be eligible to receive payment from any money that class recovers as part of a settlement or judgment.

Information about how to opt yourself out of the Court Classes is [below](#).

Opting Out / Excluding Yourself

What are the consequences of excluding myself?

You have the right to opt yourself out of the Settlement Class and some or all of the Court Classes you are a member of—also known as “excluding yourself” from the Classes. If you opt out of any of the Classes so that you can start, or continue, your own lawsuit against any of the Defendants in the Lawsuit, you should talk to your own lawyer soon, because you may have missed the deadline to file a claim. You will be responsible for the cost of any services provided by your own lawyer.

This will be your only opportunity to opt out of the Settlement Class, and may be your only opportunity to opt out of the Court Classes.

What happens if I opt out of the Settlement Class?

If you opt out of the Settlement Class, you will not be eligible to receive payment from the Settlement. You may be able to file a lawsuit against (or continue to sue) JUUL Labs, and the persons and entities on whose behalf it settled, about the legal claims brought on behalf of the Settlement Class.

If you opt out of the Settlement Class but participate in the personal injury settlement, your ability to bring claims against JUUL and the persons and entities on whose behalf it settled may be impacted. You should speak with your own lawyer about how participating in the personal injury settlement may impact your rights even if you opt out of the class action Settlement.

What happens if I opt out of ONE or BOTH of the Court Classes?

You may be a member of one or both of the Court Classes. (For example, if you purchased a JUUL Product when you were under the age of 18, you may be a member of both the Court Classes). You have the option of excluding yourself (i.e., opting out of) from one or both Classes that you are a member of.

If you opt out of BOTH of the Court Classes you won't get any money or benefits that the Court Classes may recover, even if Plaintiffs obtain them as a result of trial or from any settlement between Altria and Plaintiffs. If you opt out, you will not be legally bound by any of the Court's orders related to the Court Classes or any judgment or release entered in this Lawsuit related to the Court Classes, and you may be able to file a lawsuit against (or continue to sue) Altria about the legal claims brought on behalf of the Court Classes.

If you are a member of both the Court Classes and choose to opt out of ONE but not both of the Court Classes, you won't get any money or benefits received by the members of the Court Class you chose to opt out of. You will keep the right to a share of any recovery that may come from a trial or settlement of this Lawsuit related to the Classes you remain a part of, but you will not be able to pursue your own claims against Altria for the same legal theories being pursued by the Class you remain a part of. You also may be bound by rulings regarding the other Class.

Remaining in the Court Class(es) may prevent you from filing your own lawsuit against Altria under laws other than those brought by the Court Classes. The Court has not made any decisions concerning any other claims or whether they can proceed as a class action.

How do I opt out?

You can opt out of the Settlement Class or one or both of the Court Classes (i.e., "opt out" of the Class(es)) by going to www.JUULclassaction.com and filling out the online form, or by sending a letter via first class U.S. mail saying that you want to opt out of (1) all the Classes, or (2) one or more of the Classes, in In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation, No.

19-md-02913-WHO (N.D. Cal.) to the Settlement Administrator at the below address:

In re JUUL Labs, Inc.
Settlement Administrator
P.O. BOX XXXX
CITY, ST XXXXX-XXXX

Be sure to include your name, address, telephone number, and your signature. If you are under 18 years old and do not want your name included on the list of opt-outs filed with the Court, your letter must state that you are under 18.

If you wish to opt out of the Settlement Class, you must do so individually and separately; no consolidated or group opt-outs will be accepted.

To opt out, you must complete the online form opting out of any or all of the Classes, or postmark your letter requesting exclusion, no later than **DATE**.

The Lawyers Representing You

Do I have a lawyer in the case?

The Court has appointed Dena Sharp of Girard Sharp LLP to serve as Class Counsel for the Settlement Class.

Dena C. Sharp
GIRARD SHARP LLP
601 California Street, 14th Fl.
San Francisco, CA 94108
Telephone: (415) 981-4800

Ms. Sharp and the other lawyers listed below also serve as counsel for the Court Classes.

Sarah R. London
LIEFF CABRASER HEIMANN & BERNSTEIN
275 Battery Street, Fl. 29
San Francisco, CA 94111
Telephone: (415) 956-1000

Dean Kawamoto
KELLER ROHRBACK L.L.P.
1201 Third Ave., Ste. 3200
Seattle, WA 98101
Telephone: (206) 623-1900
Ellen Relkin

WEITZ & LUXENBERG

700 Broadway
New York, NY 10003
Telephone: (212) 558-5500

These lawyers do not represent you individually, only as a member of the Classes. Class Counsel are experienced in handling similar cases against other companies.

Should I get my own lawyer?

You are not required to hire your own lawyer to pursue the claims in this Lawsuit or to submit a Settlement claim. Class Counsel are working on your behalf as a member of the Class. However, if you wish to do so, particularly if you have concerns over how staying in the Court Classes may affect your rights (see Section “What claims apply to each class?”), you may retain your own lawyer at your own expense. Your own lawyer may appear on your behalf in this Lawsuit.

How will the lawyers be paid?

The lawyers representing the Settlement Class will request an award from the Court for attorneys’ fees not to exceed thirty percent (30%) of the \$255 million settlement plus any accrued interest. Class Counsel will also seek reimbursement of costs and expenses (1) advanced in litigating the case not to exceed \$6,000,000, (2) for providing notice and administering the settlement not to exceed \$6,500,000, and (3) for administering the Trust that holds the settlement payments not to exceed \$250,000 per year. Class Counsel will also request service awards for the eighty-six (86) Class Representatives not to exceed a total of \$1,000,000 in service awards in recognition of their work on behalf of the entire Settlement Class to achieve the Settlement.

All awards for attorneys’ fees and expenses are subject to Court approval and will be paid from the Settlement Fund only after the Court approves them.

Class counsel’s motion for the payment of attorneys’ fees and expenses will be available in the [Important Documents](#) page of the website by **DATE**.

For the lawsuit that will continue against Altria, the lawyers representing the Court Classes will only get paid if Plaintiffs and the Court Classes win or settle the claims against Altria. If Plaintiffs win or settle the claims against Altria, then Class Counsel will ask the Court to approve reasonable attorneys’ fees, as well as reimbursement of expenses incurred on behalf of the Court Classes. If the Court grants Class Counsel’s requests, fees and expenses would either be deducted from any money obtained for the Court Classes, or the Court may order

Altria to pay attorneys' fees and costs in addition to any money awarded to the Court Classes.

Members of the Settlement Class and the Court Classes will not individually have to pay any attorneys' fees or expenses in connection with the Lawsuit.

Key Resources

How I get more information?

This notice contains a summary of the Lawsuit. More detailed information about the Lawsuit, copies of Plaintiffs' complaint, the Court's order certifying the Classes, and other filings are available at www.JUULclassaction.com. Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Office of the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94012 during normal business hours.

Additional information about the Lawsuit is available [\[on this website / at www.JUULclassaction.com\]](#) or you can call the Settlement Administrator toll-free at [1-855-298-0603](tel:1-855-298-0603) or by email at [EMAIL](#).

You can also contact Class Counsel at the addresses listed below:

Case website	www.JUULclassaction.com	
Settlement Administrator	In re JUUL Labs, Inc. Settlement Administrator P.O. BOX XXXX CITY, ST XXXXX-XXXX	
Class Counsel (Consumers' lawyers)	<p>Dena C. Sharp GIRARD SHARP LLP 601 California Street, 14th Fl. San Francisco, CA 94108 Telephone: (415) 981-4800</p> <p>Sarah R. London LIEFF CABRASER HEIMANN & BERNSTEIN 275 Battery Street, Fl. 29 San Francisco, CA 94111 Telephone: (415) 956-1000</p>	<p>Dean Kawamoto KELLER ROHRBACK L.L.P. 1201 Third Ave., Ste. 3200 Seattle, WA 98101 Telephone: (206) 623-1900</p> <p>Ellen Relkin WEITZ & LUXENBERG 700 Broadway New York, NY 10003 Telephone: (212) 558-5500</p>
Court (DO NOT CONTACT)	Office of the Clerk of Court United States District Court for the Northern District of California 450 Golden Gate Avenue San Francisco, CA 94012	

EXHIBIT 4

In re JUUL Labs, Inc.

Notice Administrator
P.O. Box 5730
Portland, OR 97228-5730

**Court-Approved
Legal Notice**



*This is an Important Notice
about a Class Action Lawsuit*

*Si desea recibir esta notificación en
español, llámenos 1-XXX-XXX-XXXX
o visite nuestra página web
www.JUULclassaction.com.*

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

<<UniquelD>>

<<MailID>>

CLAIM FORM

Our records show that you purchased <<\$XXXX>> worth of JUUL products from JUUL's online store during the class period. Please refer to the Plan of Allocation, available at www.JUULclassaction.com, for more information about how your settlement payment will be calculated. If you'd like your settlement payment to be calculated based on this purchase amount, you can submit your claim now by signing and returning this form. Your settlement payment will be sent to you via check at your address. If you'd like to submit your claim online, add JUUL products you purchased from other retailers, and/or elect to receive an electronic payment, scan your personalized QR code found on this postcard or go to www.JUULclassaction.com.

AFFIRMATION (required): By signing below, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I believe I am a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

Signature:

Date:

<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
----------------------	----------------------	---	----------------------	----------------------	---	----------------------	----------------------



United States District Court

JUUL Labs, Inc. Marketing & Sales Practices Litigation

Case No. 19-md-02913-WHO

Class Action and Settlement Notice

Authorized by the U.S. District Court

You have been identified as a member of a class action Lawsuit that could affect your rights.

You are eligible to receive a payment from a Settlement of part of that Lawsuit.

JUUL's records indicate you made <<XXX>> worth of JUUL purchases during the class period.

Go to www.JUULclassaction.com to learn about your rights and deadlines.

To receive your money you must file a claim and elect a payment method by either returning the form attached to this postcard or at www.JUULclassaction.com.

If you believe you made more purchases than shown in JUUL's records, you can make a claim for additional purchases at the website.

Settlement payments may be less than purchase amounts and will be determined by the formula in the Plan of Allocation.

If you do nothing you will not receive a payment from the JUUL settlement. If you do not exclude yourself, you will be bound by the settlement and will remain part of the ongoing Lawsuit against Altria and related entities.

Full details about your rights and options, including the deadlines to exercise them, are available at www.JUULclassaction.com

What is this lawsuit about?

The Lawsuit alleges that Plaintiffs paid more for JUUL products than they otherwise would have paid if accurate information concerning the products' addictiveness and safety had been provided, and that certain Defendants unlawfully marketed to minors. Plaintiffs entered into a Settlement with certain Defendants and continue to sue others.

Contact information:

Website:

www.JUULclassaction.com

Call Toll-Free:

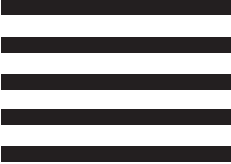
1-8XX-XXX-XXXX

Your personalized
QR code.





NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR

IN RE JUUL LABS, INC.
NOTICE ADMINISTRATOR
P.O. BOX 5730
PORTLAND, OR 97228-5730

DRAFT



EXHIBIT 5

In re JUUL Labs, Inc.

Notice Administrator
P.O. Box 5730
Portland, OR 97228-5730

**Court-Approved
Legal Notice**



Claim your money now!

*Si desea recibir esta notificación en
español, llámenos 1-XXX-XXX-XXXX
o visite nuestra página web
www.JUULclassaction.com.*

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

<<UniqueID>>

<<MailID>>

CLAIM FORM

Our records show that you purchased <<\$XXXX>> worth of JUUL products from JUUL's online store during the class period. Please refer to the Plan of Allocation, available at www.JUULclassaction.com, for more information about how your settlement payment will be calculated. If you'd like your settlement payment to be calculated based on this purchase amount, you can submit your claim now by signing and returning this form. Your settlement payment will be sent to you via check at your address. If you'd like to submit your claim online, add JUUL products you purchased from other retailers, and/or elect to receive an electronic payment, scan your personalized QR code found on this postcard or go to www.JUULclassaction.com.

AFFIRMATION (required): By signing below, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I believe I am a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

Signature:

Date:

<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
----------------------	----------------------	---	----------------------	----------------------	---	----------------------	----------------------



United States District Court

JUUL Labs, Inc. Marketing & Sales Practices Litigation

Case No. 19-md-02913-WHO

Class Action and Settlement Notice

Authorized by the U.S. District Court

You have been identified as a member of a class action Lawsuit that could affect your rights. Go to www.JUULclassaction.com to learn about your rights and deadlines.

You are eligible to receive a payment from a Settlement of part of that Lawsuit. Filing your claim is quick and easy. Don't delay, act now to claim your money.

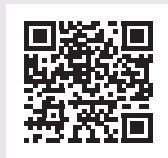
Simply scan your personal QR Code below with your phone to go straight to the website.



**Don't miss out on your
portion of the
\$255 Million Settlement.
File your claim now.**

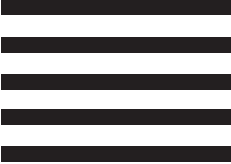


Your personalized
QR code.





NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR

IN RE JUUL LABS, INC.
NOTICE ADMINISTRATOR
P.O. BOX 5730
PORTLAND, OR 97228-5730

DRAFT



EXHIBIT 6

In re JUUL Labs, Inc.
Class Action Settlement

JUUL WEBSITE PURCHASER CLAIM FORM

JUUL's records show that you spent \$**XX** purchasing products from the JUUL website during the class period.

To submit your claim for the amount listed above, please provide all information requested in Section I and click SUBMIT at the bottom of this page.

First Name M.I. Last Name

Street Address

City State ZIP Code

Email Address @

(____) _____ - _____ / / _____
Phone Number Date of Birth MM/DD/YEAR

Preferred Method of Receiving your Settlement Payment

Amazon PayPal Venmo ACH Mastercard Paper Check

[selection of one of the above will prompt the claimant to provide further details for payment processing]

If you do not make a selection, you will receive a Paper Check via mail to the address you provided.

If you wish to make an additional claim based on purchases of JUUL Products from retailers (other than the JUUL website), click HERE.

[the following information will appear only if the claimant clicks the HERE button above]

If you also purchased JUUL products from retailers, such as convenience stores or smoke shops, you may also submit a claim for those Purchases. To submit a claim for those purchases in addition to your purchases from the JUUL website, you must complete this section.

Please provide the following information about your retail purchases of JUUL Products.

Month and Year you first purchased JUUL Products from a retailer other than the JUUL website:

_____/_____
MM / YY

Month and Year you last purchased JUUL Products from a retailer other than the JUUL website:

_____/_____
MM / YY

- Please provide the following information about the number of JUUL products you purchased **on average in a year** from a retailer **other than** the JUUL website.
- Provide only the number of products you purchased per year from a retailer **other than** the JUUL website. Do not provide the **total number** of JUUL products purchased in multiple years.
- Do not provide the dollar amount you spent on such Products. Please only provide yearly average **quantities** for each product you purchased from a retailer **other than** the JUUL website.

Product Type	<u>NUMBER</u> of Product Purchased <u>on Average</u> in a Year (<u>NOT</u> Dollars Spent) from a retailer <u>other than</u> the JUUL website.
JUUL Pods (4 pack)	
JUUL Pods (2 pack)	
Starter Kit (Device, USB Charger, 4 JUULpods)	
Starter Kit (Device, USB Charger, 2 JUULpods)	
Basic Kit / Device Kit (Device plus USB Charger)	
USB Charger	
Charging Case	

The device quantities above will be used to determine your Retail Expenditure for retail purchases. If you prefer to submit your retail purchase claim based on proofs of purchase, you may leave the above fields blank and submit your documentation instead.

[If Applicable: Based on the amount of your retail purchases listed above, you are required to provide proofs of purchase for your retail purchases. To do so, click [HERE](#). If you do not provide proofs of purchase, you will only receive a claim based on based on the maximum allowable amount of retail purchases (in addition to the amounts you purchased from the JUUL website, if any).]

Notice: All claims are subject to audit by the Claims Administrator. If your claim is subject to audit for any reason, the Claims Administrator will notify you at the email address provided above or, if you did not provide an email address, at the mailing address above. Failure to respond may result in your Claim being disallowed, in whole or in part.

To submit your claim, click below.

SUBMIT CLAIM

By submitting my claim, I declare under penalty of perjury under the laws of the United States of America that the information submitted on this Claim Form is true and correct, that I purchased the amount of JUUL listed in my Claim Form, and that I believe I am a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

In re JUUL Labs, Inc.
Class Action Settlement

RETAIL PURCHASER CLAIM FORM

Section I. Claimant Information (All Fields Required)

First Name M.I. Last Name

Street Address

City State ZIP Code

Email Address @

(____)____-____
Phone Number

____/____/____
Date of Birth MM/DD/YEAR

Section II. Retail Expenditure Information (All Fields Required)

Please provide the following information about your Purchases of JUUL Products.

Month and Year you first purchased JUUL Products:

____/____
MM / YY

Month and Year you last purchased JUUL Products:

____/____
MM / YY

- Please provide the following information about the number of JUUL products you purchased **on average in a year**.
- Provide only the number of products you purchased *per year*. Do not provide the total number of JUUL products purchased in multiple years.
- Do not provide the dollar amount you spent on such Products. Please only provide yearly average **quantities** for each product you purchased.

Product Type	<u>NUMBER of Products Purchased on Average in a Year (NOT Dollars Spent) from a retailer other than the JUUL website.</u>
JUUL Pods (4 pack)	
JUUL Pods (2 pack)	
Starter Kit (Device, USB Charger, 4 JUULpods)	
Starter Kit (Device, USB Charger, 2 JUULpods)	
Basic Kit / Device Kit (Device plus USB Charger)	
USB Charger	
Charging Case	

The device quantities above will be used to determine your Retail Expenditure using pricing data from JUUL. If you prefer to submit your claim based on proofs of purchase, you may leave the above fields blank and submit your documentation.

[If Applicable: Based on the amount of your retail purchases listed above, you are required to provide proofs of purchase for your retail purchases. To do so, click [HERE](#). If you do not provide proofs of purchase, you will only receive a claim based on the maximum allowable amount of retail purchases (in addition to the amounts you purchased from the JUUL website, if any).]

Preferred Method of Receiving your Settlement Payment

Amazon PayPal Venmo ACH Mastercard Paper Check

[selection of one of the above will prompt the claimant to provide further details for payment processing]

If you do not make a selection, you will receive a Paper Check via mail to the address you provided.

Notice: All claims are subject to audit by the Settlement Administrator. If your claim is subject to audit for any reason, the Settlement Administrator will notify you at the email address provided above or, if you did not provide an email address, at the mailing address above. Failure to respond may result in your Claim being disallowed, in whole or in part.

To submit your claim, click below.

SUBMIT CLAIM

By submitting my claim, I declare under penalty of perjury under the laws of the United States of America that the information submitted on this Claim Form is true and correct, that I purchased the amount of JUUL listed in my Claim Form, and that I believe I am a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

EXHIBIT 7

Juul Class Action Banner Advertisement

300 x 250 Online Display Banner

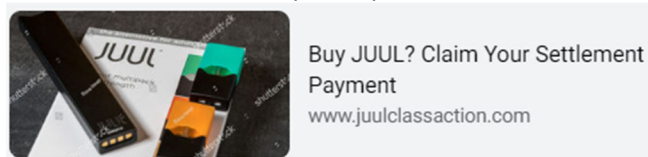
Frame 1 (on screen for 6 seconds):



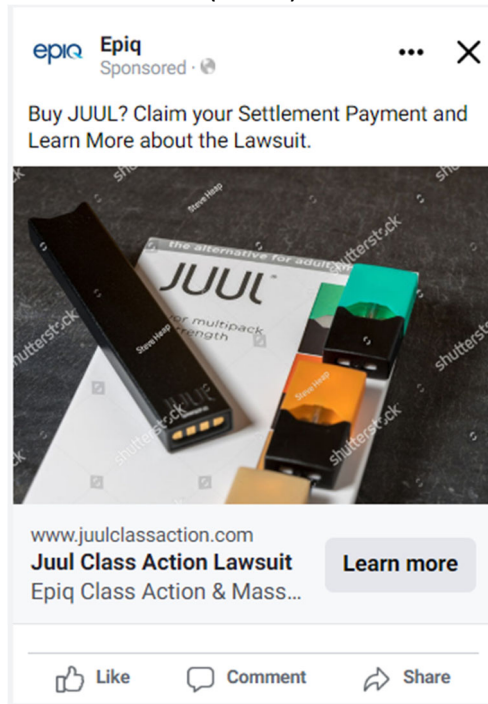
Frame 2 (on screen for 6 seconds):



Facebook Right Hand Column Banner (Static)

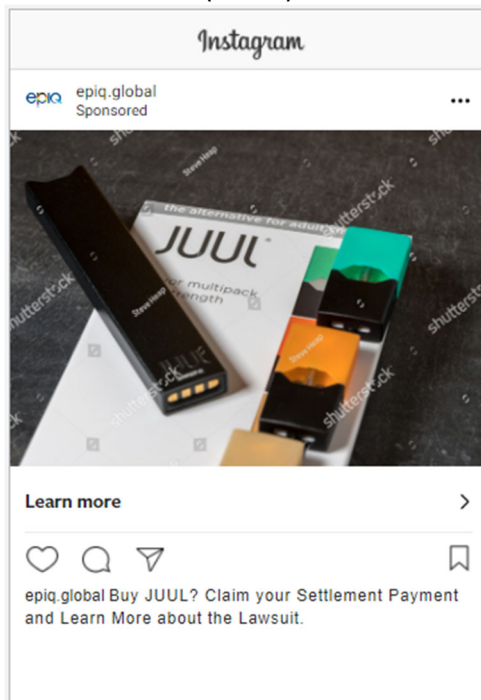


Facebook Newsfeed Banner (Static)



The image shows a Facebook newsfeed banner. At the top left is the Epiq logo and the text "Epiq Sponsored". To the right are three dots and a close icon. Below this is the text "Buy JUUL? Claim your Settlement Payment and Learn More about the Lawsuit." The main image shows a black Juul device, a white Juul pack, and a teal and orange Juul device. Below the image is the URL "www.juulclassaction.com", the text "Juul Class Action Lawsuit Epiq Class Action & Mass...", and a "Learn more" button. At the bottom are icons for "Like", "Comment", and "Share".

Instagram Newsfeed Banner (Static)



The image shows an Instagram newsfeed banner. At the top is the word "Instagram" in a script font. Below it is the Epiq logo and the text "epiq.global Sponsored". To the right are three dots. The main image is the same as the Facebook banner, showing Juul products. Below the image is a "Learn more" button with a right-pointing arrow. At the bottom are icons for a heart, a comment bubble, a paper plane, and a bookmark. Below these icons is the text "epiq.global Buy JUUL? Claim your Settlement Payment and Learn More about the Lawsuit."

EXHIBIT 8

30-Second Video Script

If you purchased a JUUL Product, such as a JUUL device or JUUL pods you may be eligible to receive a settlement payment from a class action settlement with JUUL. There is also ongoing litigation against Altria that could affect your rights. The settlement provides for \$255 million dollars to be distributed to class members. To make a claim for a payment and to learn more about your rights in the settlement and the ongoing lawsuit, visit [www-dot- JUUL-Class-Action-dot-com](http://www-dot-JUUL-Class-Action-dot-com) or call 1-855-604-1734. That's www-dot-JUULClass-Action-dot-com or 1-855-604-1734.

15-Second Video Script

Did you purchase a JUUL device, JUUL pods, or both? If so, you may be entitled to a settlement payment and an ongoing lawsuit could affect your rights. To make a claim for a payment and to learn more, visit [www-dot- JUUL-Class-Action-dot-com](http://www-dot-JUUL-Class-Action-dot-com) or call 1-855-604- 734.

EXHIBIT 9

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE JUUL LABS, INC., MARKETING,
SALES PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

CASE NO. 19-md-02913-WHO

This Document Relates to:
All Class Actions

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 On December 6, 2022, Class Plaintiffs¹ entered into a settlement agreement to resolve
2 economic loss claims asserted against JUUL Labs, Inc. (JLI) and certain additional Released Parties
3 involving the manufacture, labeling, marketing, and sale of JUUL—an electronic nicotine delivery
4 system consisting of an electronic cigarette and a nicotine pack called a JUULpod. Class Plaintiffs
5 moved the Court for preliminary approval of the proposed class action settlement, the terms and
6 conditions of which are set forth in the Class Settlement Agreement filed with the Court on
7 December 19, 2022, Dkt. 3724.

8 The proposed settlement does not include Altria Group, Inc. or related companies (included
9 but not limited to those named as Defendants in this litigation) so no class or individual claims
10 against those entities will be released, and the litigation against those Defendants will continue.²

11 The Court has read and considered the Motion for Preliminary Approval (“Motion”) and all
12 of the supporting documents, including the Class Settlement Agreement and attachments, the
13 proposed Notice Plan, and the proposed Plan of Allocation. The Court finds that there are sufficient
14 grounds for the Court to direct notice of the Settlement to be disseminated to the proposed
15 Settlement Class, and authorize the steps needed to determine whether the Class Settlement
16 Agreement should be finally approved and the economic-loss claims against JLI and the Released
17 Parties (other than antitrust claims) dismissed.

18 Accordingly, it is **HEREBY ORDERED** that:

19 1. The proposed Class Settlement Agreement is preliminarily approved as likely to be
20 finally approved under Federal Rule of Civil Procedure 23(e)(2) and as meriting notice to the
21 Settlement Class for its consideration. This determination is not a final finding that the Settlement
22 or Plan of Allocation are fair, reasonable, and adequate, but it is a determination that good cause
23

24 ¹ The capitalized terms used in this Order shall have the same meaning as defined in the Class
25 Settlement Agreement and Plan of Allocation except as otherwise noted.

26 ² In separate agreements, JLI has resolved the claims brought by other claimants in the MDL,
27 including individuals who asserted claims for personal injury, school district and local government
28 entities, and Native American tribal entities.

1 exists to disseminate notice to Settlement Class Members in accordance with the Notice Plan and to
2 hold a hearing on final approval of the proposed Settlement and Plan of Allocation.

3 2. Considering the factors set forth in Rule 23(e)(2), the Court preliminarily finds as
4 follows:

- 5 a. Class Plaintiffs and Class Counsel have adequately represented the Class.
- 6 b. The Class Settlement Agreement was negotiated at arm's length with the
7 assistance of Thomas J. Perrelli, a well-respected and experienced private
8 mediator, appointed by this Court.
- 9 c. The monetary relief provided to the Settlement Class is adequate given the risks,
10 delay, and uncertainty of continued litigation and trial, the effectiveness of the
11 proposed method of distributing relief to the class, the terms of the proposed
12 award of attorney's fees, and any agreement required to be identified under Rule
13 23(e)(3).
- 14 d. The Class Settlement Agreement and Plan of Allocation treat all Class Members
15 equitably relative to each other.

16 3. Based upon the Motion and other submissions of the Parties, the Court finds that the
17 Settlement Class is likely to be certified for settlement purposes only. The Settlement Class is
18 defined as: "All individuals who purchased, in the United States, a JUUL product from brick and
19 mortar or online retailers before December 6, 2022." Excluded from the Settlement Class are: (a)
20 the judges in this case, and any other judges that may preside (or have presided) over the Litigation,
21 including the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel
22 Coordination Proceeding No. 5052, pending in the Superior Court of California, County of Los
23 Angeles, Department 11, Settlement Master Thomas J. Perrelli, and their staff, and immediate
24 family members; (b) JLI, any Released Party, and any other named defendant in the litigation; (c)
25 employees, officers, directors, legal representatives, heirs, successors, and wholly or partly owned
26 subsidiaries or affiliated companies of JLI, any Released Party, and any other named defendant in
27 the litigation; (d) Class Counsel and their employees; (e) all purchases for purposes of resale or

1 distribution; and (f) all individuals who timely and properly exclude themselves from the Settlement
2 Class.

3 4. The Court preliminarily finds that:

4 a. Members of the Settlement Class are so numerous as to make joinder
5 impracticable.

6 b. There are questions of law and fact common to the Settlement Class, and such
7 questions predominate over any questions affecting only individual Settlement
8 Class Members for purposes of the Settlement.

9 c. Class Plaintiffs' claims and the defenses thereto are typical of the claims of the
10 Settlement Class Members and the defenses thereto for purposes of the
11 Settlement.

12 d. Class Plaintiffs and their counsel have, and will continue to, fairly and
13 adequately protect the interests of the Settlement Class Members in this action
14 with respect to the Settlement.

15 e. A class action is superior to all other available methods for fairly and efficiently
16 resolving this action.

17 5. The Court previously certified a litigation class for claims under the federal
18 Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962) ("RICO") and under
19 California law for violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code §
20 17200), the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750), the California False
21 Advertising Law (Cal. Bus. & Prof. Code § 17500), common law fraud, the implied warranty of
22 merchantability, and unjust enrichment. The Court finds, for the reasons stated in the Motion, that
23 the Settlement Class largely overlaps with those previously certified by the Court and that, for
24 settlement purposes only, there is a sound basis for expanding the scope of the previously certified
25 classes to encompass all the Settlement Class Released Claims against JLI and the Released Parties.
26
27
28

1 15. Any Class Member who fails to submit a timely and valid written request for
2 exclusion consistent with this Order shall be deemed to be a member of the Settlement Class (if
3 finally approved) and as such shall be bound by all terms of the Class Settlement Agreement and
4 orders of this Court pertaining to the Settlement Class.

5 16. Any member of the Settlement Class who elects to be excluded shall not receive any
6 benefits of the Settlement, shall not be bound by the terms of the Class Settlement Agreement or
7 any Final Approval Order, and shall have no standing to object to the Settlement.

8 17. Any Class Member wishing to make a claim must submit a Claim Form to the
9 Settlement Administrator, pursuant to the instructions provided in the notice distributed to the
10 Settlement Class. Whether submitted electronically online or mailed, Claim Forms must be
11 postmarked no later than the deadline set forth below.

12 18. Any Settlement Class Member who does not submit a valid and timely request for
13 exclusion may submit an objection to the Class Settlement Agreement. Any Class Member who
14 intends to object to the Settlement or the Class Settlement Agreement (including any request for
15 attorneys' fees, expenses, or service awards) must submit a written notice of objections to the Clerk
16 of the Court and the Settlement Administrator. Objections are valid only if postmarked before the
17 deadline set forth below. Objections must be individually and personally signed by the Settlement
18 Class Member (if the Settlement Class Member is represented by counsel, the objection additionally
19 must be signed by such counsel), and must include:

- 20 a. The case name and number (*IN RE JUUL LABS, INC.*, Case No. 19-MD-02913-
21 WHO).
- 22 b. The objecting Class Member's full name, address, and telephone number, and, if
23 available, email address;
- 24 c. An attestation that the objector is a member of the Class;
- 25 d. A written statement of all grounds for the Objection, accompanied by any legal
26 support for the Objection;

- 1 e. Copies of any papers, briefs, or other documents upon which the Objection is
2 based;
- 3 f. The name, address, email address, and telephone number of every attorney
4 representing the objector; and
- 5 g. A statement indicating whether the objector and/or his or her counsel intends to
6 appear at the Final Approval Hearing and, if so, a list of all persons, if any, who
7 will be called to testify in support of the Objection.

8 19. The Settlement Administrator shall provide in writing to Defense Counsel and Class
9 Counsel the names of those Class Members who have objected to the Settlement or who have
10 requested exclusion from the Settlement Class in a valid and timely manner, and Class Counsel
11 shall file a list of the persons who requested to be excluded from the Settlement Class and any
12 objections (with supporting documentation) to the Settlement by the deadline set forth below.

13 20. Class Plaintiffs shall file a motion for Final Approval of the Class Settlement
14 Agreement, including in response to any timely and valid objection to the Class Settlement
15 Agreement, and any motion for attorneys' fees, expenses, and service awards by the deadline set
16 forth below. Such materials shall be served on any member of the Settlement Classes (or their
17 counsel, if represented by counsel) whose objection is addressed in the Final Approval briefing.
18 Copies of the motions shall be made available on the settlement website.

19 21. Following the Final Approval Hearing, and based upon the entire record in this
20 matter, the Court will decide whether the Class Settlement Agreement should be finally approved
21 and, if so, whether any attorneys' fees and expenses should be awarded to Class Counsel, and
22 whether service awards should be awarded to class representatives.

23 22. If the Court determines the Settlement is reasonable, fair, and adequate, the Court
24 will issue a Final Order and Judgment.

25 23. Pending final determination of whether the Settlement should be approved, Class
26 Plaintiffs and each Class Member, and any person purportedly acting on behalf of any Class
27 Member(s), are hereby enjoined from pursuing, maintaining, enforcing, or proceeding, either

1 directly or indirectly, any Settlement Class Released Claims in any judicial, administrative, arbitral,
 2 or other forum, against any of the Released Parties, provided that this injunction shall not apply to
 3 the claims of Settlement Class Members who have timely and validly requested to be excluded from
 4 the Class. This injunction will remain in force until the Effective Date or until such time as the
 5 Parties notify the Court that the Settlement has been terminated. This injunction is necessary to
 6 protect and effectuate the Settlement, this Order, and this Court, authority regarding the Settlement,
 7 and is ordered in aid of this Court's jurisdiction and to protect its judgments.

8 24. In the event that the proposed Settlement is not finally approved by the Court, or in
 9 the event that the Class Settlement Agreement becomes null and void or terminates pursuant to its
 10 terms, this Order and all orders entered in connection herewith shall be of no further force and
 11 effect, and shall not be relied upon any purposes whatsoever in this Litigation or in any other case
 12 or controversy, and the Class Settlement Agreement and all negotiations and proceedings directly
 13 related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties,
 14 who shall be restored to their respective positions as of the date and time immediately preceding the
 15 execution of the Class Settlement Agreement.

16 25. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
 17 connection with the administration of the Settlement which are not materially inconsistent with
 18 either this Order or the terms of the Class Settlement Agreement.

19 26. The following deadlines shall apply and within three business days of this order
 20 Class Plaintiffs shall file a notice setting the specific calendar date for each of the deadlines set forth
 21 below:

Event	Days After Entry of This Order
Payment of the Initial Class Settlement Administration Payment	5
Notice Period Commences (Email and Postcard)	28
Publication Notice Commences	28
Notice Period Concludes (Email and Postcard)	58

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Event	Days After Entry of This Order
Publication Notice Fully Concludes	88
Notice Completion / Settlement Administrator Declaration Date	88
Motion for Final Approval Deadline	127
Fee and Expense Application Deadline	127
Claims Filing Postmark Deadline	148
Opt-Out Deadline	148
Objection Deadline	148
Opposition to Final Approval and Fee and Expense Application Deadline	148
Deadline for the Parties to file information concerning timely filed opt out requests and objections	155
Replies in support of Final Approval and Fee and Expense Application Deadline (including the filing of list of opt outs and objections)	169
Final Approval Hearing	[To be Determined by the Court]

Dated: _____, 2022

 Hon. William H. Orrick,
 U.S. District Court Judge

EXHIBIT 10

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE JUUL LABS, INC., MARKETING,
SALES PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

CASE NO. 19-md-02913-WHO

This Document Relates to:
All Class Actions

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT**

1 Class Plaintiffs¹ have moved the Court for final approval of a proposed class action
 2 settlement with Defendant JUUL Labs, Inc. (“JLI”), on behalf of itself and the Released Parties,
 3 the terms and conditions of which are set forth in the Class Settlement Agreement filed with the
 4 Court on December 19, 2022, Dkt. 3724. The Court previously granted preliminary approval to
 5 the proposed settlement and directed notice to the Settlement Class. Dkt. X.

6 For the reasons described more fully below, the Court GRANTS final approval of the
 7 Settlement.

8 I. BACKGROUND

9 Class Plaintiffs and JLI seek to resolve economic loss claims (other than antitrust claims)
 10 asserted against JLI and the Released Parties involving the manufacture, labeling, marketing, and
 11 sale of JUUL—an electronic nicotine delivery system consisting of an electronic cigarette and a
 12 nicotine pack called a JUULpod. Plaintiffs allege that Defendants created, marketed, and sold
 13 JUUL by misleading the public about the addictiveness and risks of JUUL, and by trying to
 14 expand the market by capturing and addicting individuals—specifically including minor users—
 15 who had not previously used tobacco or e-cigarette products. *See In re Juul Labs, Inc., Mktg.,*
 16 *Sales Practices, & Prods. Liab. Litig.*, 497 F. Supp. 3d 552, 574 (N.D. Cal. 2020).

17 Bradley Colgate and Kaytlin McKnight filed the first complaint in this litigation against JLI
 18 on April 26, 2018. Case No. 2018-cv-2499 (N.D. Cal) (“Colgate”) Dkt. 1. The Court denied JLI’s
 19 motion to compel arbitration and for the most part denied multiple motions to dismiss Plaintiffs’
 20 amended complaint. *See Colgate* Dkts. 40, 41, 66, 82, 98, 99, and 139; *Colgate v. JUUL Labs, Inc.*,
 21 345 F. Supp. 3d 1178, 1187 (N.D. Cal. 2018); *Colgate v. JUUL Labs, Inc.*, 402 F. Supp. 3d 728
 22 (N.D. Cal. 2019). Other individual and class cases were subsequently filed in this Court and in other
 23 jurisdictions. The Judicial Panel on Multidistrict Litigation transferred all these cases to this Court
 24 for pretrial purposes on October 2, 2019. Plaintiffs filed a consolidated class action complaint on
 25 March 1, 2020, and then amended it on April 6, 2020. Defendants again moved to dismiss, and the

26 _____
 27 ¹ The capitalized terms used in this Order shall have the same meaning as defined in the
 28 Settlement Agreement and Plan of Allocation except as otherwise noted.

1 Court denied the motions in part and granted the motions in part with leave to amend on October
2 23, 2020. *In re JUUL Labs, Inc., Mktg. Sales Pracs. & Prods. Liab. Litig.*, 497 F. Supp. 3d 552,
3 677. Plaintiffs filed a second amended consolidated class action complaint on November 12, 2020,
4 Dkt. 1358, and the Court denied Defendants’ motions to dismiss that complaint on April 13, 2021.
5 *In re JUUL Labs, Inc., Mktg. Sales Pracs. & Prods. Liab. Litig.*, 533 F. Supp. 3d 858, 862-63 (N.D.
6 Cal. Apr. 13, 2021).

7 Discovery proceeded prior to, during, and after the motions to dismiss. Defendants produced
8 millions of pages of documents, and Plaintiffs obtained information pursuant to interrogatories and
9 stipulations and conducted over 100 depositions of Defendants, their employees, and third parties.
10 The parties also engaged in expert discovery, which included reports and depositions from experts
11 on topics including the chemistry of JUUL products, the marketing of JUUL products, and classwide
12 injury and damages.

13 After a contested motion to certify bellwether classes asserting federal and California law
14 claims, on June 28, 2022, the Court certified four classes² of purchasers of JUUL products,
15 appointed Class Representatives and Class Counsel, and denied related Daubert motions. *In re*
16 *JUUL Labs, Inc., Mktg. Sales Pracs. & Prods. Liab. Litig.*, No. 19-md-02913-WHO, Dkt. 3327,
17 2022 WL 2343268 (N.D. Cal. June 28, 2022) (“Class Cert. Order”). On July 12, 2022, Defendants
18 filed three Rule 23(f) petitions seeking permission to appeal from the Court’s order granting class
19 certification. *See* Ninth Circuit Case Nos. 22-80061, 22-80062, and 22-80063. On October 24, 2022,
20 the Ninth Circuit consolidated the cases and granted Defendants permission to appeal. *E.g.* Ninth
21 Circuit Case No. 22-80063, Dkt. 14.

22 On May 18, 2020, the Court appointed Thomas J. Perelli as Settlement Master, who oversaw
23 a years-long mediation process that led to the Class Settlement Agreement. Under the Class

24 ² These were the **Nationwide Class** (All individuals who purchased, in the United States, a JUUL
25 product); the **Nationwide Youth Class** (All individuals who purchased, in the United States, a
26 JUUL product and were under the age of eighteen at the time of purchase); the **California Class**
27 (All individuals who purchased, in California, a JUUL product); and the **California Youth Class**
28 (All individuals who purchased, in California, a JUUL product and were under the age of eighteen
at the time of purchase).

1 Settlement Agreement, the Class will receive \$255 million in exchange for a release of the class
2 claims. The settlement does not include Altria Group, Inc. and related companies, so no class or
3 individual claims against those entities will be released, and the litigation against them will
4 continue.³

5 **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

6 **A. Jurisdiction**

7 This court has jurisdiction under 28 U.S.C. § 1332(d)(2).

8 **B. Notice and Administration**

9 Following the Court's Preliminary Approval Order, the Class Settlement Administrator,
10 Epiq Systems, Inc., established a settlement website at www.JUULclassaction.com, which
11 includes: the long-form notice (explaining the procedures for Class Members to submit claims,
12 object, or exclude themselves), a contact information page that includes address and telephone
13 numbers for the Class Settlement Administrator and Class Counsel, the Class Settlement
14 Agreement, the Preliminary Approval Order, online and printable versions of the claim form and
15 the opt out forms, and answers to frequently asked questions. In addition, the motion papers filed
16 in connection with the Settlement and Class Plaintiffs' application for Attorneys' Fees and
17 Expenses and Service Awards were placed on the settlement website after they were filed (which
18 was before the opt out and objection deadline). The Class Settlement Administrator also operated
19 a toll-free number for Settlement Class Member inquiries.

20 Notice of the Settlement was provided by: (1) direct notice via email to those Settlement
21 Class Members for whom an email address was available; (2) direct notice via postcard mailed to
22 those Settlement Class Members for whom a physical mailing address was available but an email
23 address was not available; (3) publication notice of the Settlement, which comprised _____
24 impressions, targeted at likely Settlement Class Members served across relevant internet websites
25 and social media platforms; and (4) publication on the settlement website.

26 _____
27 ³ In separate agreements, JLI has resolved the claims brought by other claimants in the MDL,
28 including individuals who asserted claims for personal injury, school district and local government
entities, and Native American tribal entities.

1 In total, the Notice Plan is estimated to have reached at least 80% of Settlement Class
2 Members. *See, e.g., Ellison v. Steven Madden, Ltd.*, No. CV115935PSGAGR, 2013 WL
3 12124432, at *3 (C.D. Cal. May 7, 2013) (approving a notice plan reaching 77%); *In re:*
4 *Whirlpool Corp. Front-loading Washer Prod. Liab. Litig.*, No. 1:08-WP-65000, 2016 WL
5 5338012, at *9 (N.D. Ohio Sept. 23, 2016) (approving notice plan reaching approximately 77.5
6 percent of Class Members).

7 The Court finds that the Notice Plan provided the best practicable notice to the Settlement
8 Class Members and satisfied the requirements of due process.

9 Settlement Class Members were given until DATE to object to or exclude themselves from
10 the proposed Settlement. X Settlement Class Members timely submitted objections and X
11 individuals timely submitted requests to be excluded from the Settlement Class. As of DATE, X
12 Claim Forms have been received by the Class Settlement Administrator.

13 **C. Certification of the Settlement Class**

14 For purposes of the Settlement only and this Final Approval Order and Judgment, Class
15 Plaintiffs have moved to certify the following Settlement Class: “All individuals who purchased,
16 in the United States, a JUUL product from brick and mortar or online retailers before December 6,
17 2022.” Excluded from the Settlement Class are: (a) the judges in this MDL and any other judges
18 that have presided over the litigation, including the coordinated proceeding captioned *JUUL Labs*
19 *Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior
20 Court of California, County of Los Angeles, Department 11, Settlement Master Thomas J. Perrelli,
21 and their staff, and immediate family members; (b) Defendants, their employees, officers,
22 directors, legal representatives, heirs, successors, and wholly or partly owned subsidiaries or
23 affiliated companies; (c) Class Counsel and their employees; (d) any individuals who purchased
24 JUUL products only secondarily from non-retailers; and (e) all individuals who timely and
25 properly excluded themselves from the Settlement Class.⁴

26 _____
27 ⁴ The list of individuals that timely and properly submitted exclusion requests and are therefore
28 not members of the Settlement Class are identified in Exhibit X to the Declaration of NAME.

1 The Court finds that the prerequisites of Rule 23 have been satisfied for certification of the
2 Settlement Class for purposes of Settlement because: Settlement Class Members are so numerous
3 that joinder of all members is impracticable; there are questions of law and fact common to the
4 Settlement Class; the claims and defenses of the Settlement Class Representatives are typical of
5 the claims and defenses of the Settlement Class; the Settlement Class Representatives have fairly
6 and adequately protected the interests of the Settlement Class with regard to the claims of the
7 Settlement Class; common questions of law and fact predominate over questions affecting only
8 individual Settlement Class Members, rendering the Settlement Class sufficiently cohesive to
9 warrant a class settlement; and the certification of the Settlement Class is superior to individual
10 litigation and/or settlement as a method for the fair and efficient resolution of this matter.

11 The Court previously certified a nearly identical nationwide class under RICO and a class of
12 California JUUL purchasers under California law. The Settlement Class is co-extensive with the
13 certified class, except that the claims of the Settlement Class apply to JLI on a nationwide basis,
14 includes an end date for the Settlement Class (as is necessary to settlement administration), and
15 includes purchases of Juul accessories and products in addition to JUULpods and devices. The
16 slight differences between the litigation class and the proposed Settlement Class do not alter the
17 Court's previous analysis, except insofar as the predominance and superiority analysis
18 prerequisites operate differently and are easier to meet in the settlement context. *See In re Hyundai*
19 *& Kia Fuel Econ. Litig.*, 926 F.3d 539, 558 (9th Cir. 2019). The bases for the Court's prior
20 certification order are applicable to the certification of the Settlement Class and the Court
21 incorporates its reasoning herein.

22 The Court appoints Bradley Colgate, Joseph DiGiacinto on behalf of C.D., Lauren Gregg,
23 Tyler Krauel, and Jill Nelson on behalf of L.B. as the Settlement Class Representatives and Dena
24 Sharp of Girard Sharp LLP as Class Counsel.

25 **D. Final Approval of Settlement**

26 A court may approve a proposed class action settlement only "after a hearing and on
27 finding that it is fair, reasonable, and adequate after considering whether: (A) the class
28

1 representatives and class counsel have adequately represented the class; (B) the proposal was
 2 negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i)
 3 the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of
 4 distributing relief to the class, including the method of processing class-member claims; (iii) the
 5 terms of any proposed award of attorney's fees, including timing of payment; and (iv) any
 6 agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members
 7 equitably relative to each other.” Fed. R. Civ. P. 23(e)(2).⁵ In reviewing the proposed settlement,
 8 the Court need not address whether the settlement is ideal or the best outcome, but only whether
 9 the settlement is fair, free of collusion, and consistent with plaintiff’s fiduciary obligations to the
 10 class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

11 For the reasons further detailed below, the Court finds that the proposed settlement is fair,
 12 reasonable, and adequate under the Rule 23(e)(2) factors. Defendants dispute whether the
 13 manufacture, marketing, advertising and sale of the JUUL products was unlawful, unfair,
 14 deceptive and/or in violation of other state and federal laws. There would also have been a battle
 15 of the experts regarding consumer understanding of JUUL marketing and advertising and
 16 regarding the computation of restitution/damages, if any. Further, JLI was prepared to assert an
 17 arbitration defense against a large portion of the class. Proceeding to trial as against JLI and the
 18 Released Parties would have been costly, recovery was not guaranteed, and there was the

19 ⁵ Prior to the amendments to Rule 23, which took effect December 1, 2018, the Ninth Circuit had
 20 enumerated a similar list of factors to consider in evaluating a proposed class settlement. *See*
 21 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (enumerating the following
 22 factors: “(1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely
 23 duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4)
 24 the amount offered in settlement; (5) the extent of discovery completed and the stage of the
 25 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
 26 participant; and (8) the reaction of the class members to the proposed settlement”). In the notes
 27 accompanying the Rule 23 amendments, the Advisory Committee explained that the amendments
 28 were not designed “to displace any factor, but rather to focus the court and the lawyers on the core
 concerns of procedure and substance that should guide the decision whether to approve the
 proposal.” Accordingly, this Court applies the framework of Rule 23 while “continuing to draw
 guidance from the Ninth Circuit’s factors and relevant precedent.” *Hefler v. Wells Fargo & Co.*,
 No. 16-cv-05479-JST, 2018 WL 6619983, at *4 (N.D. Cal. Dec. 17, 2018), *aff’d sub nom. Hefler*
v. Pekoc, 802 F. App’x 285 (9th Cir. 2020).

1 possibility of protracted appeals and the potential for bankruptcy.

2 Counsel for all Parties are highly experienced; they provided detailed declarations
3 explaining why they supported the Settlement, and there is no factual basis to support any
4 allegation of collusion or self-dealing.

5 **1. Settlement Class Representatives and Class Counsel Have Adequately**
6 **Represented the Settlement Class.**

7 In the Preliminary Approval Order, this Court found that the Settlement Class
8 Representatives and Class Counsel adequately represented the interests of the certified classes.
9 This Court has seen no evidence to contradict its previous finding, and the Court reconfirms it
10 here with respect to Settlement Class Representatives and Class Counsel, who have vigorously
11 prosecuted this action through discovery, motion practice, mediation, and preparations for trial.
12 Class Counsel “possessed sufficient information to make an informed decision about settlement.”
13 *Hefler*, 2018 WL 6619983 *6.

14 **2. The Settlement Was Negotiated at Arm’s Length.**

15 The Court finds that the Settlement is the product of serious, non-collusive, arm’s length
16 negotiations by experienced counsel with the assistance of a well-respected, experienced, Court-
17 appointed Settlement Master, Thomas J. Perrelli. *See, e.g., G. F. v. Contra Costa Cty.*, 2015 WL
18 4606078, at *13 (N.D. Cal. July 30, 2015) (noting that “[t]he assistance of an experienced
19 mediator in the settlement process confirms that the settlement is non-collusive”); *Hefler*, 2018
20 WL 6619983 *6 (noting that the settlement “was the product of arm’s length negotiations through
21 two full-day mediation sessions and multiple follow-up calls” supervised by a mediator). Before
22 agreeing on the terms of the Settlement, the Parties engaged in extensive factual investigation,
23 which included dozens of depositions, the production and review of millions of pages of
24 documents, extensive written discovery, robust motion practice, and expert discovery. The record
25 was thus sufficiently developed that the Parties were fully informed as to the viability of the
26 claims and able to adequately evaluate the strengths and weaknesses of their respective positions
27 and risks to both sides if the case did not settle.

1 The Court has independently and carefully reviewed the record for any signs of collusion
2 and self-dealing, and finds no such signs. Specifically, the Court finds that Class Counsel did not
3 compromise the claims of the Settlement Class in exchange for higher fees as there has been no
4 agreement concerning attorneys' fees or otherwise disadvantaging the Settlement Class.

5 **3. The Cash Payments Provide Adequate Recovery to the Class.**

6 In the Rule 23(e) analysis, “[t]he relief that the settlement is expected to provide to class
7 members is a central concern.” Fed. R. Civ. P. 23(e)(2)(C)-(D) advisory committee’s note to 2018
8 amendment. “The Court therefore examines ‘the amount offered in settlement.’” *Hefler*, 2018 WL
9 6619983 *8 (quoting *Hanlon*, 150 F.3d at 1026).

10 JLI has agreed to pay \$255 million on behalf of itself and the Released Parties, which will
11 be used as a common fund to pay cash benefits to Settlement Class Members as set forth in the
12 Plan of Allocation. Settlement Class Members who submit Eligible Claims will therefore have the
13 opportunity to receive substantial payments corresponding to their JUUL purchases. In addition,
14 because the Settlement does not release claims against Defendant Altria and related entities,
15 against whom the litigation will remain pending, there remains the possibility of additional
16 recoveries to benefit the Settlement Class. Based on the record evidence and argument the parties
17 submitted in connection with the Settlement, as well as the familiarity the Court has developed
18 with this case, the Court finds that this monetary recovery is fair, reasonable, and adequate given
19 the risks of proceeding to trial and the maximum recovery potentially available to Settlement
20 Class Members if the Class Representatives had prevailed at trial.

21 **4. The Risk of Continuing Litigation.**

22 The amount provided for the in the Settlement is also reasonable in light of the risks of
23 continued litigation. The Ninth Circuit has, for example, granted the Defendants’ Rule 23(f)
24 petition and Class Plaintiffs therefore face the risk that the Ninth Circuit would reverse or modify
25 the Court’s class certification decision. There were also substantial questions as to whether
26 Plaintiffs would be able to prove at trial that JLI’s and other parties’ practices were fraudulent,
27 unlawful or unfair, and that JLI and other defendants should be held liable. Both sides believed
28

1 they had persuasive facts to support their positions, and there is limited precedent available
2 regarding the Parties' competing theories. Trial would have involved a clash of expert analysis as
3 to whether the marketing, advertising and sales of JUUL products were unlawful, unfair or
4 fraudulent, the methods of calculating damages/restitution, and ultimately what damages and/or
5 restitution, if any, should be awarded. JLI was prepared to assert an arbitration defense against a
6 large portion of the class. And even if Class Plaintiffs succeeded at trial, appeals would
7 undoubtedly have followed. Finally, there is the risk that one or more of the Defendants would file
8 for bankruptcy protection, thereby slowing or even eliminating any recovery.

9 **5. Attorneys' Fees and Expenses.**

10 The Parties have reached no agreements regarding the amounts of attorneys' fees,
11 expenses, and service awards to be paid. *See, e.g., Hyundai.*, 926 F.3d at 569-70 (rejecting fairness
12 objection because class counsel "did not reach an agreement with the automakers regarding the
13 amount of attorney's fees to which they were entitled," which "[p]rovid[es] further assurance that
14 the agreement was not the product of collusion"). The payment of attorneys' fees, expenses, and
15 service awards, if any, is subject to approval of the Court based on a finding that such amounts are
16 fair and reasonable.

17 **6. Other Agreements.**

18 The Court is required to consider "any agreements required to be identified under Rule
19 23(e)(3)." The Court has reviewed the Class Settlement Agreement and relevant accompanying
20 materials, and has been made aware that JLI (on behalf of itself and the Released Parties) has
21 agreed to fund parallel settlement programs to provide recoveries for other claimants in this MDL
22 and the parallel JCCP proceedings, including individuals who asserted claims for personal injury,
23 and school district and local government entities, as well as Native American tribal entities. Under
24 the supervision of Special Master Perrelli, the amount of the Class Settlement Fund was
25 negotiated separately from the amounts for the other settlements, with co-lead counsel Dena Sharp
26 representing the Class, and the other co-lead counsel in the MDL representing interests of the
27 personal injury and government entity plaintiffs. The Court is also aware that the settlement
28

1 provides for the creation of a trust to hold assets on behalf of the Class, which benefits the Class,
2 as do the protections the settlement contemplates in the event of bankruptcy or non-payment.

3 Certain of the Class Plaintiffs have asserted personal injury claims, and thus will be
4 eligible to apply to share in the amounts allocated to the resolution of personal injury claims.
5 Personal injury claimants will receive no favorable treatment compared to other class members.
6 All personal injury claims will be paid from funds set aside to resolve personal injury claims,
7 while the economic loss claims asserted by the Settlement Class will be paid from the Net
8 Settlement Fund. Only after a diligent effort to identify all class members and distribute to them
9 the full amount of the class settlement fund will the Parties confer regarding the disposition of any
10 residual funds, the distribution of which would be subject to the Court’s approval and a finding
11 that the Parties first exhausted all reasonable efforts to distribute remaining funds to Settlement
12 Class members. Under the terms of the Agreement, the Settlement Fund is non-reversionary and
13 no portion of the Settlement Fund or Net Settlement Fund will revert to JLI or any other Released
14 Party.

15 **7. The Plan of Allocation is Reasonable and Treats Class Members**
16 **Equitably Relative to Each Other**

17 The claims process and distribution method are reasonable. Settlement Class Members
18 who seek benefits under the Settlement need only submit a simple claim form, and the form is
19 prepopulated if their purchase information is known to JLI because they made purchases on the
20 JUUL website. *See* 4 William B. Rubenstein, *Newberg on Class Actions* § 12:18 (5th ed. 2011)
21 (noting that “a claiming process is inevitable” in certain settlements such as those involving
22 “defective consumer products sold over the counter.”). Further, the claim process is no more
23 onerous than would be required after trial.

24 The method for distributing funds to Eligible Claimants is also reasonable. “[A]n
25 allocation formula need only have a reasonable, rational basis, particularly if recommended by
26 experienced and competent counsel.” *Rieckborn v. Velti PLC*, 2015 WL 468329, at *8 (N.D. Cal.

1 Feb. 3, 2015) (citation omitted). The Court finds that the Plan of Allocation is fair, reasonable, and
2 adequate and is hereby approved.

3 Under the Plan of Allocation, all Settlement Class Members who submit claims will
4 receive cash payments based on their *pro rata* allocation of the Net Settlement Fund. The Plan of
5 Allocation provides higher payments for those who first purchased in the earlier years of the class
6 period or when they were underage. *See In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-
7 EMC (N.D. Cal. Mar. 28, 2019), ECF No. 526 at 4-5 (granting approval of settlement plan that
8 pays a lower dollar amount in relation to the comparative weakness of certain claims). The larger
9 payments for those who made their initial purchases earlier is consistent with the evidence about
10 changes in relevant warnings over time, which led the Court to note in its class certification order
11 that “JLI will be free to argue at the appropriate points (on summary judgment, trial, post-trial)
12 that a reasonable consumer who purchased after a certain date could not have been misled by its
13 representations or omissions about its products given the other information in the market or given
14 the addition of the ‘black-box’ nicotine warning on JUUL’s packaging.” *In re JUUL Labs, Inc.*
15 *Mkt’g, Sales Pracs., and Prods. Liab. Litig.*, 2022 WL 2343268, at *30 (N.D. Cal. June 28, 2022).
16 The enhanced payments for those who began purchasing when underage is based on Plaintiffs’
17 full refund theory of recovery as to their youth targeting claims, as opposed to the price premium
18 damages model applicable to other claims. *See id.* at *17 (holding “Plaintiffs’ full refund model,
19 with respect to the Youth Classes, supports certification” because such sales were allegedly
20 illegal). Further, it is rational to provide the enhancements for all purchases by such persons, even
21 after the warnings were augmented or the purchasers reached adulthood, because of the addictive
22 nature of the JUUL Products.

23 Setting a cap on the recoveries by claimants who lack proof of purchase while claims that
24 are accompanied by proof of purchase will not be capped is also reasonable. The use of a cap for
25 Claimants without proof of purchases ensures a fair distribution and serves to disincentivize
26 illegitimate or exaggerated claims. *See, e.g., In re Groupon, Inc.*, No. 11md2238 DMS (RBB),
27 2012 WL 13175871, at *6 (S.D. Cal. Sep. 28, 2012) (holding requirement of a voucher number or
28

1 other proof of purchase serves “to ensure that money is fairly distributed for valid claim.”) Such a
 2 cap is a common feature of consumer class action settlements. *See, e.g., Broomfield v. Craft Brew*
 3 *All., Inc.*, No. 17-cv-01027-BLF, 2020 WL 1972505, at *30 (N.D. Cal. Feb. 5, 2020) (finally
 4 approving settlement with cap on no-proof claims); *Fitzhenry-Russell v. Coca-Cola Co.*, No. 5:17-
 5 cv-00603-EJD, 2019 WL 11557486, at *7 (N.D. Cal. Oct. 3, 2019) (approving settlement with cap
 6 for claims without proof of purchase, stating that such a claim process “would be no different than
 7 that required after trial.”); *Bruno v. Quten Research Inst., LLC*, No. SACV 11-00173 DOC(Ex),
 8 2013 WL 990495, at *2 (C.D. Cal. Mar. 13, 2013) (finally approving settlement with claims
 9 limited to \$10.65 (e.g., 3 bottles) without proof of purchase, with no cap on claims accompanied
 10 by a proof of purchase, for example a receipt or product packaging).

11 Settlement Class Members can elect their preferred method of payment, including mailed
 12 check, direct deposit, PayPal, prepaid MasterCard, or Amazon gift card. After an initial
 13 distribution, if there are substantial funds from uncashed payments and it is economically rational
 14 to do so, the monies will be redistributed to the Settlement Class Members who made claims and
 15 accepted their initial distribution payments where economically feasible. Only if residual funds
 16 remain thereafter will they be otherwise distributed, subject to the Court’s approval.

17 8. The Response of Class Members

18 Out of an estimated minimum of X Settlement Class Members, there were X opt-outs and
 19 X objections. In comparison, as of DATE Settlement Class Members have submitted an estimated
 20 X valid Claims. *See* Decl. of NAME, Dkt. X at X. These figures represent a positive response. *See*
 21 *Churchill Village, LLC v. General Electric*, 361 F.3d 566, 577 (9th Cir. 2004) (explaining that a
 22 court may infer appropriately that a class action settlement is fair, adequate, and reasonable when
 23 few class members object to it); *Zepeda v. PayPal, Inc.*, 2017 WL 1113293, at *16 (N.D. Cal.
 24 Mar. 24, 2017) (holding “the indisputably low number of objections and opt-outs, standing alone,
 25 presents a sufficient basis upon which a court may conclude that the reaction to settlement by the
 26 class has been favorable); *Cruz v. Sky Chefs, Inc.*, 2014 WL 7247065, at *5 (N.D. Cal. Dec. 19,
 27 2014) (“A court may appropriately infer that a class action settlement is fair, adequate, and
 28

1 reasonable when few class members object to it.”); *see also, e.g., In re Carrier IQ, Inc., Consumer*
2 *Privacy Litig.*, 2016 WL 4474366, at *4 (N.D. Cal. Aug. 25, 2016) (stating that, “[i]n an analysis
3 of settlements where notice relied on media notice exclusively, the claims rate ranged between
4 0.002% and 9.378%, with a median rate of 0.023%”).

5 **E. Releases and Effect of This Order**

6 **1. Releases by Settlement Class Members**

7 By operation of this Order and Judgment, on the date specified in the Class Settlement
8 Agreement, Settlement Class Members, including the Settlement Class Representatives, release
9 and forever discharge and hold harmless the Released Parties of and from any and all Settlement
10 Class Released Claims which the Settlement Class Member ever had, now have, or will have in
11 the future. The Settlement Class Released Claims shall not release any Settlement Class
12 Member’s: (i) claim(s) for personal injury against the Released Defendants; (ii) claims arising
13 under the antitrust laws; (iii) claim(s) against any non-settling Defendants; (iv) claim(s) arising
14 from the purchase of any JUUL product after December 6, 2022; or (v) right(s) to enforce the
15 Class Settlement Agreement. Settlement Class Members shall not release their claims if either the
16 Effective Date does not occur or the Settlement Amounts are not paid.

17 **2. Waiver of Provisions of California Civil Code § 1542**

18 By operation of this Order and Judgment, with respect to the Settlement Class Released
19 Claims, Class Plaintiffs, the Released Parties, and Settlement Class Members shall be deemed to
20 have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
21 benefits conferred by any law of any state of the United States, or principle of common law or
22 otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil
23 Code, which provides:

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

Plaintiffs, JLI (on behalf of itself and the Released Parties), and Settlement Class Members

1 understand and acknowledge the significance of these waivers of California Civil Code section
2 1542 and any other applicable federal or state statute, case law, rule or regulation relating to
3 limitations on releases.

4 The Settlement Class Released Claims of the Settlement Class are dismissed with
5 prejudice and without costs. Accordingly, the Second Amended Consolidated Class Action
6 Complaint and any other complaints in the litigation asserting Settlement Class Released Claims
7 are hereby dismissed with prejudice and without costs.

8 3. Compliance with Class Action Fairness Act

9 The record establishes that the Class Settlement Administrator served the required notices
10 under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the documentation required
11 by 28 U.S.C. § 1715(b)(1-8).

12 F. Costs of Administering the Class Settlement

13 The Class Settlement Administrator has submitted an invoice for its expenses incurred as
14 of DATE, totaling \$. The Class Settlement Administrator has stated that it expects to incur
15 additional amounts through the completion of its work and the distribution of settlements funds, in
16 the amount of \$. The Court finds that such amounts are reasonable and authorizes the total
17 payment (*i.e.* including costs previously incurred and future costs) of up to \$ to the Class
18 Settlement Administrator, though in no event shall the Class Settlement Administrator receive
19 payment exceeding its actual, documented out-of-pocket costs.

20 The Court also authorizes total payment of up to \$ per year for previously incurred and
21 future costs related to the administration of the Trust (including all expenses and compensation
22 payable under the terms of the Trust). Payments up to such amount are reasonable given the role
23 of the Trust in protecting the Class Settlement Fund from being subject to reduction or clawback
24 in the event JLI were to file for bankruptcy. In no event shall payments related to the
25 administration of the Trust exceed the Class Settlement Fund's share of the actual, documented
26 out-of-pocket costs for administering the Trust.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

G. Other Effects of This Order

No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with the Settlement Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Party of any fault, liability or wrongdoing of any kind whatsoever to any other Party. Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Settlement Class Members or Class Counsel, or of any wrongdoing or liability of the persons or entities released under this Order and Judgment and the Settlement Agreement, or (b) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any of the persons or entities released under this Order and Judgment and the Settlement Agreement, in any proceeding in any court, administrative agency, or other tribunal. JLI's and the Released Parties' agreement not to oppose the entry of this Order and Judgment shall not be construed as an admission or concession that class certification was or would be appropriate in the litigation outside of the context of settlement or would be appropriate in any other action.

Except as provided in this Order, Plaintiffs shall take nothing against the Released Parties by the Released Claims. This Order shall constitute a final judgment binding the Parties and Settlement Class Members with respect to the Released Claims.

No distributions shall be made the Settlement Fund, and any account holding the Settlement Fund, without the written authorization of Class Counsel.

Defendants will have no role in, nor will they be held liable in any way for, the determination of monetary relief to be accorded each Claimant. No Settlement Class Member or any other person will sue or have any claim or cause of action against the Settlement Class Representatives, Class Counsel or any person designated by Class Counsel, Co-Lead Counsel or the Class Settlement Administrator arising from or relating to the Settlement, the Released Claims, the litigation, or determinations or distributions made substantially in accordance with the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Settlement or Orders of the Court, including this Final Approval Order and Judgment.

Without affecting the finality of the judgment hereby entered, the Court reserves exclusive jurisdiction over the implementation of the Class Settlement Agreement. In the event the Effective Date does not occur in accordance with the terms of the Class Settlement Agreement, then this Order and any judgment entered thereon shall be rendered null and void and shall be vacated, and in such event, all orders and judgments entered and releases delivered in connection herewith shall be null and void and the Parties shall be returned to their respective positions ex ante.

Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.

There is no just reason for delay in the entry of this Judgment, and immediate entry by the Clerk of the Court is expressly directed.

Dated: _____, 2023

Hon. William H. Orrick
U.S. District Judge

EXHIBIT 11

INFORMATION CONCERNING COMPARABLE SETTLEMENTS

	<i>In re American Express Financial Advisors Securities Litigation, No. 04 Cv. 1773 (DAB) (S.D.N.Y.)</i>	<i>Bentley v. LG Electronics U.S.A., Inc., No. 2:19-cv-13554-MCA-MAH (D. N.J.)</i>	<i>In re General Motors LLC Ignition Switch Litig., No. 14-MD-2543 (JMF) (S.D.N.Y.)</i>	<i>Weeks v. Google LLC, No. 5:18-CV-00801-NC, 2019 WL 8135563 (N.D. Cal. Dec. 13, 2019)</i>	<i>In re Lidoderm Antitrust Litig., No. 14-md-2521 (WHO) (N.D. Cal.)</i>
Total Settlement Fund	\$100 million	N.A. (Claims-Made Settlement)	\$155,600,000	\$7.25 million	\$104.5 million
Number of Class Members	Approximately 2.8 million	Approximately 1,550,000	Approximately 28 million	Approximately 800,000	Over 1 million
Potential Class Members to Whom Notice Was Sent	Approximately 2.8 million	Approximately 1.2 million	Approximately 27.5 million	596,361	44,403
Method(s) of Notice	Mail, Publication	Email, Mail, Online	Email, Mail, Press Release, Magazine	Email, Mail, Online	Email, Mail, Online, Publication
Number and Percentage of Claim Forms Submitted	1 million / 35%	112,205 / 7.2%	1,473,956 / 5.4%	41,971 / 5.25%	37,826 / 3% (many claim forms submitted on behalf of multiple class members)

	<i>In re American Express Financial Advisors Securities Litigation</i> , No. 04 Cv. 1773 (DAB) (S.D.N.Y.)	<i>Bentley v. LG Electronics U.S.A., Inc.</i> , No. 2:19-cv-13554-MCA-MAH (D. N.J.)	<i>In re General Motors LLC Ignition Switch Litig.</i> , No. 14-MD-2543 (JMF) (S.D.N.Y.)	<i>Weeks v. Google LLC</i> , No. 5:18-CV-00801-NC, 2019 WL 8135563 (N.D. Cal. Dec. 13, 2019)	<i>In re Lidoderm Antitrust Litig.</i> , No. 14-md-2521 (WHO) (N.D. Cal.)
Average Recovery Per Class Member	\$8, \$20, \$65, or \$75 per claim depending on claim group	Approximately \$375 per approved claim	\$48.72 - \$146.15 per approved claim depending on claim group	\$142.76	\$133,977.12 (businesses) \$243.95 (consumers)
Amounts Distributed to Cy Pres Recipients, If Any	N.A.	N.A.	N.A.	N.A.	\$4,687.45
Administrative Costs	Approximately \$15 million (paid by Defendant)	Paid by Defendant	\$14,681,475.84	\$310,000	\$590,344.94

	<i>In re American Express Financial Advisors Securities Litigation</i> , No. 04 Cv. 1773 (DAB) (S.D.N.Y.)	<i>Bentley v. LG Electronics U.S.A., Inc.</i> , No. 2:19-cv-13554-MCA-MAH (D. N.J.)	<i>In re General Motors LLC Ignition Switch Litig.</i> , No. 14-MD-2543 (JMF) (S.D.N.Y.)	<i>Weeks v. Google LLC</i> , No. 5:18-CV-00801-NC, 2019 WL 8135563 (N.D. Cal. Dec. 13, 2019)	<i>In re Lidoderm Antitrust Litig.</i> , No. 14-md-2521 (WHO) (N.D. Cal.)
Attorneys' Fees and Costs	Fees: \$27 Million Costs: \$597,000	Fees: \$5.5M Base fee + one-third of the amount claimed by Settlement Class Members, excluding the first 16,500 claims Costs: \$375,000	Fees: \$24,585,272.06 Costs: \$9,914,727.94	Fees: \$2.175 Million Costs: \$364,855.97	Fees: \$35,162,244.35 Costs: \$3,563,118.06
Injunctive and Non-Monetary Relief, If Any	Injunctive: Improvements to Financial Advice Trainings, Policies, and Protocols Non-Monetary: N.A.	Injunctive: Warranty Extension and enhancements Non-Monetary: N.A.	Injunctive: N.A. Non-Monetary: N.A.	Injunctive: N.A. Non-Monetary: N.A.	Injunctive: N.A. Non-Monetary: N.A.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE JUUL LABS, INC., MARKETING,
SALES PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

Case No. 19-md-02913-WHO

**DECLARATION OF CAMERON R. AZARI,
ESQ., IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

This Document Relates to:
CLASS ACTIONS

I, Cameron R. Azari, Esq., declare as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice, and I have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President with Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that specializes in designing, developing, analyzing and implementing large-scale legal notification plans. Hilsoft is a business unit of Epiq.¹

4. This declaration will describe the Settlement Notice Plan (“Settlement Notice Plan”) and claim process proposed for the Class Settlement Agreement² in *In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation*, No. 19-md-02913-WHO, in the United States District Court for the Northern District of California (the “Action”).

5. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice*

¹ All references to Epiq within this declaration include Hilsoft Notifications.

² As used in this Declaration, capitalized terms shall have the definitions and meanings ascribed to them in the Class Settlement Agreement attached as Exhibit 1 to the Declaration of Dena C. Sharp, or such definitions and meanings as are accorded to them elsewhere in this Declaration.

1 *Plan* (“Class Certification Declaration”) on August 12, 2022, Dkt. 3381-2, which described the
2 proposed Class Certification Notice Plan (which was approved by the Court but not implemented
3 due to the Settlement), detailed Hilsoft’s class action notice experience, and attached Hilsoft’s
4 *curriculum vitae*. I also provided my educational and professional experience relating to class
5 actions and my ability to render opinions on overall adequacy of notice programs.

6 6. As detailed in my Class Certification Declaration, Epiq is an industry leader in class
7 action administration, having implemented more than a thousand successful class action notice and
8 settlement administration matters. Epiq has been involved with some of the most complex and
9 significant notice programs in recent history, examples of which are discussed below. Specifically,
10 I, together with my team, have experience in more than 500 cases, including more than 40 multi-
11 district litigations, and have prepared notices which have appeared in 53 languages and been
12 distributed in almost every country, territory, and dependency in the world. Courts have recognized
13 and approved numerous notice plans developed by me and my team, and those decisions have
14 invariably withstood appellate and collateral review.

15 **EXPERIENCE RELEVANT TO THIS CASE**

16 7. As detailed in my Class Certification Declaration, I have served as a notice expert
17 and have been recognized and appointed by courts to design and provide notice in many large and
18 significant cases. Courts have recognized our testimony as to which method of notification is
19 appropriate for a given case, and I have provided testimony on numerous occasions on whether a
20 certain method of notice represents the best notice practicable under the circumstances. Numerous
21 court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are
22 included in our *curriculum vitae* included as **Attachment 1**.

23 8. I have also served as a legal notice expert in more than 25 cases in the Northern
24 District of California, which include:

- 25 • *In re: Zoom Video Communications, Inc. Privacy Litigation*, No. 5:20-cv-02155 (\$85
26 million settlement; 158 million email and 485,000 postcard notices sent, notice delivered
27 to approximately 91% of the identified class, and digital notice provided);
28

- 1 • *Ford et al. v. [24]7.AI, Inc.*, No. 5:18-cv-02770 (data breach settlement that involved
2 Best Buy; email or postcard notice delivered to approximately 99% of the 388,000
3 identified class members);
- 4 • *Cochran et al. v. Accellion, Inc., et al.*, No. 5:21-cv-01887 (\$5 million data breach
5 settlement; 4.75 million email and 2 million postcard notices sent, and digital notice
6 provided);
- 7 • *Yamagata et al. v. Reckitt Benckiser LLC*, No. 3:17-cv-03529 (\$50 million settlement for
8 Move Free® supplements; 3.9 million email and 1.1 million postcard notices sent, notice
9 delivered to approximately 98.5% of the identified class, with media notice that reached
10 more than 80% of the entire class);
- 11 • *Bally v. State Farm Insurance Company*, No. 3:18-cv-04954 (class certification notice
12 for universal life insurance policies; 86,216 mailed notice packages sent, notice reached
13 approximately 87.8% of the identified class);
- 14 • *In re: Optical Disk Drive Products Antitrust Litigation*, MDL 2143 (\$205 million
15 settlement; 12.7 million email notices delivered to approximately 89% of the identified
16 class, combined with a media campaign that reached approximately 75% of all adults
17 25+ who own a personal computer in the United States);
- 18 • *Coffeng, et al. v. Volkswagen Group of America, Inc.*, No. 17-cv-01825 (settlement for
19 engine water pumps; 1.9 million notice packages and 450,000 email notices sent, notice
20 reached approximately 99% of the identified class, and digital notice provided);
- 21 • *Maldonado et al. v. Apple Inc, et al.*, No. 3:16-cv-04067 (\$95 million settlement for
22 AppleCare; 3.7 million email notices and 78,000 postcard notices sent);
- 23 • *Grace v. Apple, Inc.*, No. 17-cv-00551 (\$18 million settlement for non-jailbroken Apple
24 iPhone 4 or 4S; 3.2 million email and 609,000 postcard notices sent, notice reached
25 approximately 97.1% of the identified class);
- 26 • *Richards, et al. v. Chime Financial, Inc.*, No. 4:19-cv-06864 (bank service disruptions
27 settlement; 527,000 email notices delivered to approximately 93.8% of the identified
28 class);
- *Chinitz v. Intero Real Estate Services*, No. 5:18-cv-05623 (TCPA settlement; 312,000
email and 109,000 postcard notices sent, notice delivered to approximately 98% of the
identified telephone numbers for the class);
- *Bautista v. Valero Marketing and Supply Company*, No. 3:15-cv-05557 (debit card
gasoline purchase settlement; print publication and digital notice provided);
- *McKinney-Drobnis, et al. v. Massage Envy Franchising*, No. 3:16-cv-6450 (\$10 million
settlement regarding membership fees; 1.3 million email and 480,000 postcard notices
sent, notice reached approximately 96.9% of the identified class);
- *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability
Litigation (Audi CO₂)*, MDL 2672 (\$96.5 million settlement; email or mailed notice to
180,000 class members, notice reached approximately 98% of the identified class);

- 1 • *Bias v. Wells Fargo & Company, et al.*, No. 4:12-cv-00664 (\$50 million settlement
2 regarding mortgage broker price opinions; notice sent to 288,029 identified class
members, and consumer magazine notice provided);
- 3 • *Elder v. Hilton Worldwide Holdings, Inc.*, No. 16-cv-00278 (hotel stay promotion
4 settlement; 8,700 email and 1,200 postcard notices delivered to approximately 99.6% of
the identified class);
- 5 • *In re: HP Printer Firmware Update Litigation*, No. 5:16-cv-05820 (\$1.5 million
6 settlement regarding printer firmware; 2.1 million email and 436,000 postcard notices
sent to the identified class, and digital notice provided);
- 7 • *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability*
8 *Litigation* (Bosch Settlement), MDL 2672 (\$327.5 million settlement; 855,000 email
and 946,000 postcard notices sent to vehicle owners, notice reached approximately 97%
9 of the identified class, and digital notice provided);
- 10 • *In re: Lithium Ion Batteries Antitrust Litigation*, MDL 2420 (\$113 million antitrust
11 settlement; email notice sent to 10 million class members, notice delivered to 8.6 million
identified class members, and digital notice provided);
- 12 • *Naiman v. Total Merchant Services, Inc., et al.* No. 4:17-cv-03806 (\$7.5 million TCPA
13 settlement; 51,000 postcard notices sent, notice reached approximately 83% of the
identified class); and
- 14 • *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing*
15 *Network and CPN*, No. 3:16-cv-05486 (\$9 million TCPA settlement; 1.7 million
postcard notices sent, notice reached approximately 95.2% of the identified class).

16 9. The facts in this declaration are based on my personal knowledge, as well as
17 information provided to me by my colleagues in the ordinary course of my business.

18 **NOTICE PLANNING METHODOLOGY**

19 10. Federal Rule of Civil Procedure 23(c)(2)(B) directs that notice must be “the best
20 notice practicable under the circumstances,” must include “individual notice to all members who
21 can be identified through reasonable effort” and “the notice may be by one or more of the
22 following: United States mail, electronic means, or other appropriate means.” The proposed
23 Settlement Notice Plan will satisfy these requirements.

24 11. Epiq received data from Class Counsel and counsel for defense in the form of email
25 addresses and/or physical mailing addresses for approximately 2.8 million identified individual
26 purchasers (a substantial number of potential Class Members). Epiq has already begun processing
27 and cleaning the data of JLI’s online sales, in connection with the Class Certification Notice Plan.
28

1 This Class Member data will be used to provide Individual Notice as follows: 1) an Email Notice
2 will be sent to all identified Class Members for whom a valid email address is available; 2) a
3 Double Postcard Notice and Claim Form with prepaid return postage on the Claim Form (“Postcard
4 Notice”) will be sent via United States Postal Service (“USPS”) first class mail to all identified
5 Class Members with an associated physical address to whom the Email Notice is undeliverable after
6 multiple attempts; and 3) a Claim Stimulation Postcard Notice and Claim Form with prepaid return
7 postage on the Claim Form (“Claim Stimulation Postcard Notice”) which may be sent via USPS
8 first class mail to Class Members with an associated physical mailing address. The Claim
9 Stimulation Postcard Notice would be sent after the Email Notice and contains more simplified text
10 than the Postcard Notice since the focus will be solely to stimulate claim filing by identified Class
11 Members.

12 12. To reach the remainder of the Class, a comprehensive online media notice effort
13 will be done. The Individual Notice and Media Notice will be supplemented with a case website.
14 In my opinion, the proposed Settlement Notice Plan is designed to reach the greatest practicable
15 number of members of the Class and will at a minimum reach 80% of Class Members. This reach
16 percentage is calculated by combining the Individual Notice effort with the extensive online Media
17 Notice (while accounting for duplication across the various forms of notice).

18 13. The Settlement Notice Plan is more extensive than the Class Certification Notice
19 Plan that the Court approved, and in my experience, the projected reach of the Settlement Notice
20 Plan is consistent with other court-approved notice programs. The Settlement Notice Plan has been
21 designed to satisfy the requirements of due process, including its “desire to actually inform”
22 requirement. The Settlement Notice Plan also complies with the N.D. Cal. Procedural Guidance for
23 Class Action Settlements, Preliminary Approval (articulating best practices and procedures for
24 class notice).

25 14. Data sources and tools that are commonly employed by experts in this field were
26
27
28

1 used to analyze and develop the media portion of this Notice Plan. These include MRI-Simmons³
2 data, which provides statistically significant readership and product usage data, and Comscore,⁴ and
3 Alliance for Audited Media (“AAM”)⁵ statements, which certify how many readers buy or obtain
4 copies of publications. These tools, along with demographic breakdowns indicating how many
5 people use each media vehicle, as well as computer software that take the underlying data and
6 factor out the duplication among audiences of various media vehicles, allow us to determine the net
7 (unduplicated) reach of a particular mailing and media schedule. We combine the results of this
8 analysis to help determine notice plan sufficiency and effectiveness.

9 15. ***Tools and data trusted by the communications industry and courts.*** Virtually all
10 the nation’s largest advertising agency media departments utilize, scrutinize, and rely upon such
11 independent, time-tested data and tools, including net reach and de-duplication analysis
12
13

14 ³ MRI-Simmons is a leading source of publication readership and product usage data for the
15 communications industry. MRI-Simmons is the new name for the joint venture of GfK Mediamark
16 Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers
17 comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising
18 media collected from a single sample. As the leading U.S. supplier of multimedia audience
19 research, the company provides information to magazines, televisions, radio, Internet, and other
20 media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100
21 in the United States. MRI-Simmons’s national syndicated data is widely used by companies as the
22 basis for the majority of the media and marketing plans that are written for advertised brands in the U.S.

23 ⁴ Comscore is a global Internet information provider on which leading companies and advertising
24 agencies rely for consumer behavior insight and Internet usage data. Comscore maintains a
25 proprietary database of more than two million consumers who have given Comscore permission to
26 monitor their browsing and transaction behavior, including online and offline purchasing.
27 Comscore panelists also participate in survey research that captures and integrates their attitudes
28 and intentions.

⁵ Established in 1914 as the Audit Bureau of Circulations (“ABC”) and rebranded as Alliance for
23 Audited Media (“AAM”) in 2012, AAM is a non-profit cooperative formed by media, advertisers,
24 and advertising agencies to audit the paid circulation statements of magazines and newspapers.
25 AAM is the leading third-party auditing organization in the U.S. It is the industry’s leading, neutral
26 source for documentation on the actual distribution of newspapers, magazines, and other
27 publications. Widely accepted throughout the industry, it certifies thousands of printed publications
28 as well as emerging digital editions read via tablet subscriptions. Its publication audits are
conducted in accordance with rules established by its Board of Directors. These rules govern not
only how audits are conducted, but also how publishers report their circulation figures. AAM’s
Board of Directors is comprised of representatives from the publishing and advertising
communities.

1 methodologies, to guide the billions of dollars of advertising placements that we see today,
2 providing assurance that these figures are not overstated. These analyses and similar planning tools
3 have become standard analytical tools for evaluations of notice programs and have been regularly
4 accepted by courts.

5 16. In fact, advertising and media planning firms around the world have long relied on
6 audience data and techniques: AAM data has been relied on since 1914; 90 to 100% of media
7 directors use reach and frequency planning; all the leading advertising and communications
8 textbooks cite the need to use reach and frequency planning. Ninety of the top one hundred media
9 firms use MRI data, and Comscore is used by the major holding company agencies worldwide
10 which includes Dentsu Aegis Networking, GroupM, IPG and Publicis, in addition to independent
11 agencies for TV and digital media buying and planning, and at least 25,000 media professionals in
12 100 different countries use media planning software.

13 17. **Overall class size.** Other than persons who purchased directly from JLI through its
14 website (here called the “direct purchasers”) it is difficult to determine the exact size of the entire
15 Settlement Class of all purchasers of Juul products. For those who made purchases at brick and
16 mortar retail—e.g., gas stations, convenience stores, vape shops and the like (here called the
17 “indirect purchasers”)—there are no records that would identify all class members. MRI-Simmons
18 survey data suggests that as recently as 2020, there were 3,313,000 total adults who specifically
19 purchased Juul products that year. MRI-Simmons data also tells us that there are currently
20 9,601,000 Adults 18+ who have smoked any brand of e-cig/vape in the last 12 months. This data
21 may underestimate actual purchasers/users because both are based on survey responses and thus
22 likely do not include all youth purchasers. However, even assuming up to a 100% increase in Class
23 size due to unreported purchases by minors, the data give us comfort that the 2.84 million email
24 addresses associated with the direct purchasers represent a substantial percentage (approximately
25 between 15–30%)—of the overall class.

26 18. **Demographics.** In selecting media beyond email and mail to target to the Class, the
27 demographics of likely Class Members were analyzed. According to MRI-Simmons syndicated
28

1 media research, people who use JUUL have the following demographics:

- 2 • 56.0% men / 44.0% women.
- 3 • Of those over the age of 18.
 - 4 ○ 29.9% are between the ages of 18-24.
 - 5 ○ 29.4% are between the ages of 25-34.
- 6 • 25.8% have graduated college with a bachelor’s degree or higher.
- 7 • 78.2% are White, 10.0% are Black, and 3.9% are Asian.
- 8 • 57.8% own a home.
 - 9 ○ JUUL users are 16% less likely to own a home than the average adult and 33%
10 more likely to rent.
- 11 • 57.7% are employed full time, 15.2% are employed part time; and 4.2% are retired.
- 12 • Over 94% of Juul users are online, of which they are:
 - 13 ○ 13% more likely than the average adult to be on *Facebook*.
 - 14 ○ 25% more likely than the average adult to be on *YouTube*.
 - 15 ○ 63% more likely than the average adult to be on *Instagram*.
 - 16 ○ 82% more likely than the average adult to be on *Twitter*.
 - 17 ○ Over twice (2.1x) as likely than the average adult to be on *Snapchat*.
 - 18 ○ Over twice (2.3x) as likely than the average adult to be on *Reddit*.

19 **NOTICE PLAN DETAIL**

20 19. It is my understanding from Class Counsel that the Settlement Class is defined as
21 follows:

22 All individuals who purchased, in the United States, a JUUL Product⁶ from
23 a brick and mortar or online retailer before the date of execution of this
24 Class Settlement Agreement.

25 Excluded from the Settlement Class are: (a) the judges in this MDL and any
26 other judges that have presided over the litigation, including the coordinated
27 proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel
28 Coordination Proceeding No. 5052, pending in the Superior Court of
California, County of Los Angeles, Department 11, Settlement Master
Thomas J. Perrelli, and their staff, and immediate family members; (b)
Defendants, their employees, officers, directors, legal representatives, heirs,
successors, and wholly or partly owned subsidiaries or affiliated companies;
(c) Class Counsel and their employees; (d) any individuals who purchased

6 “JUUL Product” means any JUUL product designed, manufactured, produced, advertised, marketed, distributed, or sold by JLI or under the logo of JUUL, including but not limited to “JUUL”-branded pods or devices.

1 JUUL products only secondarily from non-retailers; and (e) all individuals
2 who timely and properly excluded themselves from the Settlement Class.

3 ***Individual Notice – Email Notice***

4 20. Epiq will send a summary Email Notice to all identified Class Members for whom a
5 valid email address is available. Industry standard best practices will be followed for the Email
6 Notice efforts. For example, the Email Notice has been drafted in such a way that the subject line,
7 the sender, and the body of the message overcome SPAM filters and ensure readership to the fullest
8 extent reasonably practicable. For instance, the Email Notice will use an embedded html text
9 format. This format will provide easy to read text without graphics, tables, images, attachments,
10 and other elements that would increase the likelihood that the message could be blocked by Internet
11 Service Providers (ISPs) and/or SPAM filters. The Email Notice will be sent from an IP address
12 known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each
13 Email Notice will be transmitted with a digital signature to the header and content of the Email
14 Notice, which will allow ISPs to programmatically authenticate that the Email Notices are from our
15 authorized mail servers. Each Email Notice will also be transmitted with a unique message
16 identifier. The Email Notice will include an embedded link to the case website. By clicking the
17 link, recipients will be able to easily access other information about the case.

18 21. If the receiving email server cannot deliver the message, a “bounce code” will be
19 returned along with the unique message identifier. For any Email Notice for which a bounce code
20 is received indicating that the message was undeliverable for reasons such as an inactive or disabled
21 account, the recipient’s mailbox was full, technical auto-replies, etc., at least two additional
22 attempts will be made to deliver the Email Notice by email.

23 22. The Email Notice will clearly and concisely summarize the case and the legal rights
24 of the Class Members and direct the recipients to a case website where they can access additional
25 information. The Email Notice will also include each identified Class Member’s unique total dollar
26 value of JUUL purchases made on the JLI website during the Class Period. In addition, the Email
27 Notice includes a Spanish tagline that directs recipients to the case website, which will include an
28 option for displaying text in Spanish.

1 23. Notice by email is especially appropriate to the group that made direct purchases
2 online from the JLI website, because we know that these persons are regular users of online
3 services. Furthermore, according to MRI-Simmons syndicated research data, 70.8% of JUUL
4 Product users have accessed *Gmail* in the last 30 days.⁷ That number increases to 87.3% when
5 accessing any email specific website or app.⁸ Furthermore, 96.9% of all JUUL Product users have
6 used the internet in the last 30 days, suggesting that email usage is most likely even higher.

7 24. In my experience, the decision to use email as the initial method of delivering notice
8 also can hinge on how the available email addresses were obtained. Where emails were given by
9 current customers to the defendant with the expectation that they would be communicated with via
10 email, sending notice in the first instance via email is often preferable (as there would be an expectation
11 to receive communication from or related to the defendant via email). That is the case here.

12 ***Individual Notice – Postcard Notice***

13 25. The Postcard Notice (and Claim Form with prepaid return postage) will be sent to all
14 identified Class Members for whom the Email Notice is undeliverable after multiple attempts, or
15 for whom an email address is not available in JLI’s transactional data but who have a mailing
16 address. The Postcard Notice will be sent via USPS first class mail.

17 26. The Postcard Notice clearly and concisely summarizes the case and the legal rights
18 of the Class Members. The Postcard Notice also directs the recipients to the case website where
19 they can access additional information and easily file an online claim. In addition, the Postcard
20 Notice includes a Spanish tagline that directs recipients to the case website, which will include an
21 option for displaying text in Spanish.

22 ***Individual Notice – Claim Stimulation Postcard Notice***

23 27. Sometime after the Email Notice and Postcard Notice effort is completed, the Claim
24 Stimulation Postcard Notice (and Claim Form with prepaid return postage) may be sent to Class
25 Members with an associated physical address who have not already filed a claim. The Claim
26

27 _____
28 ⁷ MRI-Simmons 2021 Survey of the American Consumer®.

⁸ MRI-Simmons defines this as *Gmail*, *Outlook*, *AOL Mail*, and/or *Yahoo Mail*.

1 Stimulation Postcard Notice would be sent via USPS first class mail. The Claim Stimulation
2 Postcard Notice contains different text than the Postcard Notice with the focus solely to stimulate
3 claim filing by identified Class Members. The Claim Stimulation Postcard Notice also directs the
4 recipients to the case website for Claim filing. In addition, the Claim Stimulation Postcard Notice
5 includes a Spanish tagline that directs recipients to the case website, which will include an option
6 for displaying text in Spanish. Class Counsel will have discretion not to send the Claim Stimulation
7 postcard if the claim filing rates are already robust.

8 ***Postcard Notice & Claim Stimulation Postcard Notice Details***

9 28. Each Postcard Notice and Claim Stimulation Postcard Notice includes a tear-off
10 Claim Form with each identified Class Member’s unique total dollar value of JUUL Product
11 purchases made during the Class Period. A unique QR Code will also be included in each Postcard
12 and Claim Stimulation Postcard Notice allowing identified Class Members to scan their code from
13 their phone and immediately be sent to the claim filing page of the case website, where their direct
14 purchases will be auto-populated into the claims form. At the website, they can file a Claim for the
15 auto-populated amount of their direct purchases, or provide additional information if they wish to
16 claim additional indirect purchases or attest to underage purchases.

17 29. Prior to sending the Notices, all mailing addresses will be checked against the
18 National Change of Address (“NCOA”) database maintained by the USPS as required to ensure
19 Class Members’ address information is up-to-date and accurately formatted for mailing.⁹ In
20 addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to
21 ensure the quality of the zip code, and will be verified through Delivery Point Validation (“DPV”)
22 to verify the accuracy of the addresses. This address updating process is standard for the industry
23 and for the majority of promotional mailings that occur today.

24 _____
25 ⁹ The NCOA database is maintained by the USPS and consists of approximately 160 million
26 permanent change-of-address (COA) records consisting of names and addresses of individuals,
27 families, and businesses who have filed a change-of-address with the Postal Service™. The address
28 information is maintained on the database for 48 months and reduces undeliverable mail by
providing the most current address information, including standardized and delivery point coded
addresses, for matches made to the NCOA file for individual, family, and business moves.

1 information on electronic cigarettes (Intent Audiences). All Digital Notices will run on desktop,
2 mobile and tablet devices. Digital Notices will also be targeted (remarketed) to people who visit
3 the case website.

4 35. The Settlement Notice Plan also includes advertising on social media, which will
5 consist of Digital Notices on *Facebook*, *Instagram*, *Snapchat*, *TikTok*, *Twitter*, *YouTube*, *Telegram*,
6 and *Reddit* in various sizes.

- 7 • *Facebook* is the leading social networking site in the United States and combined with
8 *Instagram* covers over 300 million users in the United States.
- 9 • *Snapchat* is a popular messaging app that lets users exchange photos and videos.
10 *Snapchat* currently has over 85 million users in the United States, and over half of
11 *Snapchat* users in the United States are under 30 years of age.
- 12 • *TikTok* is a short-form, video sharing app that is very popular among younger users.
13 Videos are in portrait orientation, and most are 30 seconds or less. Approximately one
14 quarter of *TikTok's* audience are teenagers and the app has over 70 million users in the
15 U.S.
- 16 • *Twitter* is a popular microblogging social media website that allows posts/tweets
17 containing images or videos and up to 280 characters. Users can like, comment and
18 share/retweet posts. Twitter has over 77 million users in the United States.
- 19 • *YouTube* is the largest streaming video website in the United States with over 125 million
20 users.
- 21 • *Telegram* is an instant messaging app that allows users to easily access their messages
22 across multiple devices. It features numerous groups that are specific to various topics.
23 Users can share news, ideas, and thoughts in the groups much like a social media forum.
- 24 • *Reddit* is a widely used social forum website that contains more than a million
25 communities known as subreddits. These communities cover specific topics making this
26 an ideal platform to reach individuals with focused interests. *Reddit* has over 48 million
27 users in the United States.

1 36. Social media ads will also be demographically and contextually targeted to
2 individuals based on the demographics of the Class. Digital Notices will be targeted to individuals
3 in the United States who have shown interest in electronic cigarettes and/or smoking, parents with
4 minor children, and specific to Reddit, subreddits dedicated to topics such as JUUL, Vaping, and
5 eCigarettes will also be served the Digital Notices.

6 37. Video ads (Videos Notices) will be displayed on a variety of the social media
7 applications, providing an easy and accessible way for individuals to learn about the lawsuit and be
8 directed to the case website for more information. *YouTube, TikTok, SnapChat, Telegram, and*
9 *Instagram* will all feature either a 15- or 30-second video ad as part of the Settlement Notice Plan.

10 38. As an additional way to draw the interest of Class Members, and to be consistent
11 with recommendations in the Federal Judicial Center’s (“FJC”) Judges’ Class Action Notice and
12 Claims Process Checklist and Plain Language Guide¹⁰, a picture(s), high-resolution image(s),
13 and/or graphic(s) may be featured in the Digital Notices and Video Notices in an effort to help
14 Class Members self-identify as members of the Class.

15 39. The Settlement Notice Plan will also include a “list activation” strategy. This will be
16 accomplished by matching the email addresses of known Class Members with current consumer
17 profiles. This strategy ensures that specific individuals receiving direct notice will also be provided
18 reminder messaging online via Digital Notices. The list activation strategy will be used on the
19 *Google Display Network, Facebook, Instagram, and Twitter*.

20 40. More details regarding the target audiences, distribution, and specific ad type of the
21 Digital Notices and Video Notices are included in the following table.

<i>Network/Property</i>	<i>Target</i>	<i>Distribution</i>	<i>Ad Type</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Age 15+	National	Banner Notices	20,000,000
<i>Google Display Network</i>	Data Match Targeting	National	Banner Notices	10,000,000

27 ¹⁰ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND
28 PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

<i>Network/Property</i>	<i>Target</i>	<i>Distribution</i>	<i>Ad Type</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Parents with Minor Children	National	Banner Notices	10,000,000
<i>Google Display Network</i>	Custom Intent: Electronic Cigarette	National	Banner Notices	22,500,000
<i>Google Display Network</i>	Custom Affinity: Electronic Cigarette	National	Banner Notices	22,500,000
<i>Google Display Network</i>	Contextual Target: Juul	National	Banner Notices	25,000,000
<i>Facebook</i>	Age 15+	National	Newsfeed & Right Hand Column	15,000,000
<i>Facebook</i>	Data Match Targeting	National	Newsfeed & Right Hand Column	10,000,000
<i>Facebook</i>	Parents with Minor Children	National	Newsfeed & Right Hand Column	10,000,000
<i>Facebook</i>	Interest: Electronic Cigarette and/or Smoking	National	Newsfeed & Right Hand Column	30,000,000
<i>Instagram</i>	Age 15+	National	Newsfeed	15,000,000
<i>Instagram</i>	Age 15+	National	Instagram Reel (Video) Ads	26,850,000
<i>Instagram</i>	Data Match Targeting	National	Newsfeed	10,000,000
<i>Instagram</i>	Parents with Minor Children	National	Newsfeed	7,500,000
<i>Instagram</i>	Interest: Electronic Cigarette and/or Smoking	National	Newsfeed	25,000,000
<i>SnapChat</i>	Age 15+	National	Video Ad	21,945,000
<i>TikTok</i>	Age 15+	National	Video Ad	19,670,000
<i>Twitter</i>	Age 15+	National	Twitter Feed Ads	20,000,000
<i>Twitter</i>	Data Match Targeting	National	Twitter Feed Ads	10,000,000
<i>Twitter</i>	Interest: Electronic Cigarette and/or Smoking	National	Twitter Feed Ads	34,940,000
<i>YouTube</i>	Age 15+	National	YouTube Pre-Roll Ads (30 seconds)	7,000,000
<i>YouTube</i>	Parents with Minor Children	National	YouTube Pre-Roll Ads (30 seconds)	2,500,000
<i>YouTube</i>	Custom Intent: Electronic Cigarette	National	YouTube Pre-Roll Ads (30 seconds)	6,000,000
<i>YouTube</i>	Custom Affinity: Electronic Cigarette	National	YouTube Pre-Roll Ads (30 seconds)	6,000,000

<i>Network/Property</i>	<i>Target</i>	<i>Distribution</i>	<i>Ad Type</i>	<i>Planned Impressions</i>
<i>YouTube</i>	Contextual Target: Juul	National	YouTube Pre-Roll Ads (30 seconds)	3,500,000
<i>Telegram</i>	Target: Apple Music	National	Telegram Pre-Roll Ads (30 seconds)	4,000,000
<i>Telegram</i>	Targets: Billboard Charts, Movies and/or Movie Reviews	National	Telegram Ad Post	4,000,000
<i>Reddit</i>	Age 15+	National	Reddit Feed Ads	5,000,000
<i>Reddit</i>	/r/juul, r/Vaping and/or /r/eCigarette	National	Reddit Feed Ads	10,000,000
TOTAL				413,905,000

41. Clicking on the Digital Notices will link the readers to the case website, where they can easily obtain detailed information about the case.

42. Throughout the implementation of the Settlement Notice Plan, the effectiveness of the Settlement Notice Plan will be continuously monitored to ensure impression goals are met.

Sponsored Search Listings

43. The Settlement Notice Plan includes purchasing sponsored search listings to facilitate locating the case website. Sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google, Yahoo!* And *Bing*. When search engine visitors search on selected common keyword combinations related to the case, the sponsored search listing will be generally displayed at the top of the page prior to the search results or in the upper right-hand column. Representative search terms will include word and phrase variations related to the litigation. The sponsored search listings will be displayed nationwide.

Other Forms of Notice and Notice Support

Informational Release

44. To build additional reach and extend exposures, a party-neutral press release will be issued broadly over PR Newswire to approximately 5,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as approximately 4,500 websites, online databases, internet networks and social networking media.

1 45. The press release will also be distributed over Uwire’s college press release and wire
2 service to over 500 college newspapers/websites. Uwire is the largest college news and press
3 release distribution in the United States. Press releases over Uwire are distributed to college
4 newspapers (both print and online), college radio stations, college television networks, and college
5 blogs across the internet.

6 46. The press release will include the address of the case website and the toll-free
7 telephone number. The press release will serve a valuable role by providing additional notice
8 exposures beyond that which was provided by the paid media.

9 ***Case Website***

10 47. A neutral, informational, website with the domain name
11 www.JUULClassAction.com will be established where potential Class Members can obtain
12 additional information and documents including the Long Form Notice, Complaints, Settlement
13 Agreement, Motion for Preliminary Approval, and Preliminary Approval Order (once granted),
14 relevant deadlines and answers to (“FAQs”), and any other information that the Court may require.
15 Class Members will also be able to file a Claim on the website, including the ability to submit a
16 Claim for additional purchases over those shown in JUUL’s records. Class Members who receive
17 an emailed and/or a mailed notice will be directed straight to the claim filing page from their notice
18 (via a link or a scannable QR Code), which will be pre-populated with their unique JUUL purchase
19 information. The website will include an option for displaying text in Spanish, as well as a link to a
20 Spanish version of the Long Form Notice. The website address will be prominently displayed in all
21 notice documents.

22 ***Claim Process***

23 48. A simple claim form will be used to allow Class Members to make claims for both
24 direct and indirect purchases. As discussed above, all Class Members who made direct purchasers
25 will be provided notices that link them directly to a prepopulated online claim form containing all
26 their direct purchases. They can also specify additional indirect purchasers, as can all other Class
27 Members. In specifying indirect purchases, the Class Members will be asked for the date of their
28

1 first and last purchase and their purchase frequency of various types of Juul products. The system
2 will then automatically compute an amount spent on Juul products. Claims will be subject to
3 validation and industry-standards fraud prevention efforts, and proof of purchase may be required
4 for claims above a pre-set amount. Recipients of the Postcard Notice or the Claim Stimulation
5 Postcard can elect to file their claims by mail (i.e., without going online) for their direct purchases
6 only, by detaching and returning the prepaid return card.

7 ***CLRA Publication Notice***

8 49. As this matter includes claims under the California Consumer Legal Remedies Act
9 (“CLRA”), the notice provision of Government Code section 6064 may apply. It provides that
10 “[p]ublication of notice pursuant to this section shall be once a week for four successive weeks.
11 Four publications in a newspaper regularly published once a week or oftener, with at least five days
12 intervening between the respective publication dates not counting such publication dates, are
13 sufficient.” Cal. Gov’t Code § 6064. If the Court orders publication notice pursuant to Government
14 Code section 6064, the Notice Plan will include four insertions over four weeks in the “San
15 Francisco” edition of *USA Today*.

16 ***Toll-free Telephone Number and Postal Mailing Address***

17 50. A toll-free number will be established and will be available to Class Members once
18 implementation of the Settlement Notice Plan has commenced. Callers will hear an introductory
19 message and then have the option to continue to get information about the lawsuit in the form of
20 recorded answers to FAQs (in English and Spanish). Callers will also have an option to request a
21 Long Form Notice by mail. In addition, callers will have the option to speak to a live agent in
22 English with translations services available for other languages, including Spanish. The toll-free
23 telephone number will be prominently displayed in all notice documents.

24 51. A postal mailing address and email address will be provided, allowing Class
25 Members to request additional information or ask questions via these channels.

26 ***Notice Plan Reach***

27 52. The planned reach of the comprehensive Internet Digital Notice Campaign alone is
28

1 at least 70% of the target audience. When combined with the comprehensive individual notice
2 efforts, the proposed Settlement Notice Plan will result in an overall planned reach of at least 80%
3 of the Class Members. The actual reach of the Settlement Notice Plan will almost certainly be
4 higher given the additional components, which are not included in the calculated reach percentages
5 (*Telegram* or *Snapchat*, the Sponsored Search Listings, the Informational Release, the CLRA
6 Publication Notice in newspapers if required, and the Case Website) and the conservative nature of
7 our reach estimates.

8 ***Reminder Notice***

9 53. After the completion of the individual notice effort and the substantial
10 implementation of the media notice effort described above, Class Counsel will determine if a
11 reminder claim stimulation notice effort will be implemented to increase the claim filing rate and
12 maximize participation in the Settlement by Class Members. If it is determined that a claim
13 stimulation notice effort will be implemented, it may include additional Reminder Postcard
14 Notice(s), or one or more Reminder Email Notices sent to Class Members who have not already
15 filed a Claim at the time of the reminder (collectively, “Reminder Notices”). If employed, the
16 Reminder Notices will use concise text (stressing the impending Claim filing deadline) and include
17 links and/or QR Codes that direct to the Claim filing page on the case website.

18 ***Distribution Options***

19 54. The Settlement provides Class Members the option of filing a Claim Form online or
20 submitting a Claim Form by mail. The direct notices include the case website address and how
21 Class Members can file a Claim Form online or by mail. The Email Notice will include a link
22 directly to the claim filing portal on the case website, where Class Members can file an online
23 Claim Form. Regardless of how a Claim is filed, all Claimants with a valid Claim will be given the
24 option of receiving a digital payment (such as PayPal, digital gift card, Digital Mastercard, or other
25 options). Class Members will also be able to elect to receive a traditional paper check.

26 55. The easier it is for Class Members to file a Claim and receive settlement benefits, the
27 more likely they are to participate in the Settlement. Accordingly, the Claim Form and case website
28

1 are designed to ensure that Class Members experience a robust claim filing process to increase the
2 participation of Class Members in the Settlement.

3 ***Pendency Notice As to Altria and Opt-Out form***

4 56. The Email Notice, Postcard Notice and Long Form Notice each provide information
5 about the Class Members' right to opt out of the Settlement. They also inform Class Members that
6 the case is continuing against Altria, and that they have the right to opt out of that continuing
7 litigation (so as to not be bound by any judgment). Class Members will have the opportunity to opt
8 out of the Settlement, the continued Altria action, or both by mailing a request according to the
9 instructions in the Long Form Notice.

10 **DATA PRIVACY AND SECURITY**

11 57. Epiq has procedures in place to protect the security of class data. As with all cases,
12 Epiq will maintain extensive data security and privacy safeguards in its official capacity as the
13 Class Settlement Administrator. A *Services Agreement*, which formally retains Epiq as the Class
14 Settlement Administrator, will govern Epiq's settlement administration responsibilities for the
15 Action. Service changes or modification beyond the original contract scope will require formal
16 contract addendum or modification. Epiq maintains adequate insurance in case of errors.

17 58. As a data processor, Epiq performs services on data provided, only as those outlined
18 in a contract and/or associated statement(s) of work. Epiq does not utilize or perform other
19 procedures on personal data provided or obtained as part of its services to a client. All data
20 provided directly to Epiq will be used solely for the purpose of effecting the terms of the Class
21 Settlement. Epiq will not use such information or information to be provided by Class Members for
22 any other purpose than the administration of the Class Settlement in this Action, specifically the
23 information will not be used, disseminated, or disclosed by or to any other person for any other
24 purpose.

25 59. The security and privacy of clients' and class members' information and data are
26 paramount to Epiq. That is why Epiq has invested in a layered and robust set of trusted security
27 personnel, controls, and technology to protect the data we handle. To promote a secure
28

1 environment for client and class member data, industry leading firewalls and intrusion prevention
2 systems protect and monitor Epiq's network perimeter with regular vulnerability scans and
3 penetration tests. Epiq deploys best-in-class endpoint detection, response, and anti-virus solutions
4 on our endpoints and servers. Strong authentication mechanisms and multi-factor authentication are
5 required for access to Epiq's systems and the data we protect. In addition, Epiq has employed the
6 use of behavior and signature-based analytics as well as monitoring tools across our entire network,
7 which are managed 24 hours per day, 7 days per week, by a team of experienced professionals.

8 60. Epiq's world class data centers are defended by multi-layered, physical access
9 security, including formal ID and prior approval before access is granted, CCTV, alarms, biometric
10 devices, and security guards, 24 hours per day, 7 days per week. Epiq manages minimum Tier 3+
11 data centers in 18 locations worldwide. Our centers have robust environmental controls including
12 UPS, fire detection and suppression controls, flood protection, and cooling systems.

13 61. Beyond Epiq's technology, our people play a vital role in protecting class members'
14 and our clients' information. Epiq has a dedicated information security team comprised of highly
15 trained, experienced, and qualified security professionals. Our teams stay on top of important
16 security issues and retain important industry standard certifications, like SANS, CISSP, and CISA.
17 Epiq is continually improving security infrastructure and processes based on an ever-changing
18 digital landscape. Epiq also partners with best-in-class security service providers. Our robust
19 policies and processes cover all aspects of information security to form part of an industry leading
20 security and compliance program, which is regularly assessed by independent third parties.

21 62. Epiq holds several industry certifications including: TISAX, Cyber Essentials,
22 Privacy Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to
23 HIPAA, NIST, and FISMA frameworks. We follow local, national, and international privacy
24 regulations. To support our business and staff, Epiq has a dedicated team to facilitate and monitor
25 compliance with privacy policies. Epiq is also committed to a culture of security mindfulness. All
26 employees routinely undergo cybersecurity trainings to ensure that safeguarding information and
27 cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

1 provided to me at this point, all these requirements will be met in this case.

2 66. The Settlement Notice Plan includes Individual Notice to identified Class Members.
3 As a result of the Individual Notice combined with the extensive Media Plan, we reasonably expect
4 the Settlement Notice Plan to reach at least of 80% of the identified Class Members (and likely
5 higher). The reach will be further enhanced by a press release, sponsored search, and a website. In
6 2010, the FJC issued a Judges' Class Action Notice and Claims Process Checklist and Plain
7 Language Guide. This Guide states that, "the lynchpin in an objective determination of the
8 adequacy of a proposed notice effort is whether all the notice efforts together will reach a high
9 percentage of the class. It is reasonable to reach between 70–95%."¹¹ Here, we have developed a
10 Settlement Notice Plan that will readily achieve a reach within that standard.

11 67. The proposed Settlement Notice Plan follows the guidance for how to satisfy due
12 process obligations that a notice expert gleans from the United States Supreme Court's seminal
13 decisions, which are: a) to endeavor to actually inform the class,¹² and b) to demonstrate that notice is
14 reasonably calculated to do so.¹³

15 68. The Settlement Notice Plan will provide the best notice practicable under the
16 circumstances of this case, conforms to all aspects of Federal Rule of Civil Procedure 23, comports
17 with the guidance for effective notice articulated in the Manual for Complex Litigation 4th Ed, and
18 is consistent with the Federal Judicial Center's Judges' Class Action Notice and Claims Process
19 Checklist and Plain Language Guide (2010).

20 69. The Settlement Notice Plan schedule will afford enough time to provide full and
21 proper notice to Class Members before the opt-out and objection deadlines. At least 60 days will be
22

23
24 ¹¹ FED. JUDICIAL CTR, JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN
25 LANGUAGE GUIDE 3 (2010), available at [https://www.fjc.gov/content/judges-class-action-notice-](https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0)
26 and-claims-process-checklist-and-plain-language-guide-0.

27 ¹² "But when notice is a person's due, process which is a mere gesture is not due process. The
28 means employed must be such as one desirous of actually informing the absentee might reasonably
adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).

¹³ "[N]otice must be 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," *Eisen v.*
Carlisle & Jacquelin, 417 U.S. 156 (1974) citing *Mullane* at 314.

1 provided to Class Members from the notice completion date until the opt-out deadline.¹⁴

2 70. On the first day of each month following entry of the Preliminary Approval
3 Order, and until entry of the Final Approval Order and Judgment, Epiq will send to Class
4 Counsel, Defense Counsel, and the Mediator reports containing summary statistics detailing the
5 implementation of the settlement process. Such reports shall include, at a minimum, the number
6 of proper and timely Opt-Outs, the number of claims received, and the number of claims rejected
7 and the reason for the rejection.
8

9 71. At the conclusion of the Settlement Notice Plan, we will provide a final report
10 verifying the effective implementation of the Settlement Notice Plan.
11

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on
13 December 19, 2022.

14 */s/ Cameron R. Azari*

15 _____
16 Cameron R. Azari, Esq.
17
18
19
20
21
22
23
24
25
26

27 _____
28 ¹⁴ The N.D. Cal. Procedural Guidance for Class Action Settlements, Preliminary Approval (9)
regarding the timeline for class members to opt-out will be followed.

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications (“Hilsoft”) is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development. Our notice programs satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”). Hilsoft has been retained by defendants or plaintiffs for more than 550 cases, including more than 70 MDL case settlements, with notices appearing in more than 53 languages and in almost every country, territory, and dependency in the world. For more than 25 years, Hilsoft’s notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft designed and implemented an extensive notice plan for a \$85 million privacy settlement involving Zoom, the most popular videoconferencing platform. Notice was sent to more than 158 million class members by email or mail and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached 91% of the class and were enhanced by supplemental media provided with regional newspaper notice, nationally distributed digital and social media notice efforts (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website. ***In Re: Zoom Video Communications, Inc. Privacy Litigation***, 3:20-cv-02155 (N.D. Cal.).
- For a \$50 million settlement on behalf of certain purchasers of Schiff Move Free® Advanced glucosamine supplements, nearly 4 million email notices and 1.1 million postcard notices were sent. The individual notice efforts sent by Hilsoft were delivered to 98.5% of the identified class sent notice. A media campaign with banner notices and sponsored search combined with the individual notice efforts reached at least 80% of the class. ***Yamagata et al. v. Reckitt Benckiser LLC***, 3:17-cv-03529 (N.D. Cal.).
- Hilsoft designed and implemented an extensive individual notice program for a \$60 million settlement for Morgan Stanley Smith Barney’s account holders in response to “Data Security Incidents.” More than 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website. ***In re Morgan Stanley Data Security Litigation***, 1:20-cv-05914 (S.D.N.Y.).
- In response to largescale municipal water contamination in Flint, Michigan, Hilsoft’s expertise was relied upon to design and implement a comprehensive notice program. Direct mail notice packages and reminder email notices were sent to identified class members with contact information. In addition, Hilsoft implemented an extensive media plan with local newspaper publications, online video and audio ads, local television and radio ads, sponsored search, an informational release, and a website. The media plan also included banner and social media notices geo-targeted to Flint, Michigan and the state of Michigan. Combined, the notice program individual notice and media efforts reached over 95% of the class. ***In re Flint Water Cases***, 5:16-cv-10444, (E.D. Mich.).
- Hilsoft implemented an extensive notice program for several settlements alleging improper collection and sharing of personally identifiable information (PII) of drivers on certain toll roads in California. The settlements provided benefits of more than \$175 million, including penalty forgiveness. Combined, more than 13.8 million email or postcard notices were sent, reaching 93% - 95% of class members across all settlements. Individual notice was supplemented with banner notices and publication notices in select newspapers all geo-targeted within California. Sponsored search and a settlement website extended the reach of the notice program. ***In re Toll Roads Litigation***, 8:16-cv-00262 (C.D. Cal.).
- Hilsoft developed an extensive media-based notice program for a settlement regarding Walmart weighted goods pricing. Notice consisted of highly visible national consumer print publications and targeted digital banner notices and social media. The banner notices generated more than 522 million impressions. Sponsored search, an informational release, and a settlement website expanded the reach. The notice program reached approximately 75% of the class an average of 3.5 times each. ***Kukorinis v. Walmart, Inc.***, 1:19-cv-20592 (S.D. Fla.).

- Hilsoft provided notice for the \$113 million lithium-ion batteries antitrust litigation settlements with individual notice via email to millions of class members, banner and social media ads, an informational release, and a settlement website. ***In re: Lithium Ion Batteries Antitrust Litigation***, 4:13-md-02420, MDL No. 2420 (N.D. Cal.).
- For a \$26.5 million settlement, Hilsoft implemented an extensive notice program targeted to people aged 13+ in the U.S. who exchanged or purchased in-game virtual currency for use within *Fortnite* or *Rocket League*. More than 29 million email notices and 27 million reminder notices were sent to class members. In addition, a targeted media notice program was implemented with internet banner and social media notices, *Reddit* feed ads, and *YouTube* pre-roll ads, generating more than 350.4 million impressions. Combined, the notice efforts reached approximately 93.7% of the class. ***Zanca et al. v. Epic Games, Inc.***, 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.).
- Hilsoft designed and implemented numerous monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen vehicles as part of \$1.91 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 61.8 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and other behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation (OEMS – BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen)***, MDL No. 2599 (S.D. Fla.).
- For a landmark \$6.05 billion settlement reached by Visa and MasterCard in 2012, Hilsoft implemented an intensive notice program with more than 19.8 million direct mail notices to class members together with insertions in more than 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, and included notices in multiple languages. An extensive online notice campaign with banner notices generated more than 770 million adult impressions supported by a settlement website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. For the subsequent, superseding \$5.54 billion settlement reached by Visa and MasterCard in 2019, Hilsoft implemented an extensive notice program with more than 16.3 million direct mail notices to class members together with over 354 print publication insertions and banner notices, generating more than 689 million adult impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, 1:05-md-01720, MDL No. 1720 (E.D.N.Y.).
- For a \$250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program, combined reaching approximately 78.8% of all U.S. adults aged 35+ approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company et al.***, 3:12-cv-00660 (S.D. Ill.).
- Hilsoft designed and implemented an extensive individual notice program with 8.6 million double-postcard notices and 1.4 million email notices. The notices informed class members of a \$32 million settlement for a security incident regarding class members' personal information stored in Premera's computer network. The individual notice efforts reached 93.3% of the settlement class. A settlement website, an informational release, and a geo-targeted publication notice further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation***, 3:15-md-2633 (D. Ore.).
- For a \$20 million Telephone Consumer Protection Act settlement, Hilsoft created a notice program with mail or email to more than 6.9 million class members and media noticing via newspaper and internet banner ads, combined reaching approximately 90.6% of the settlement class. ***Vergara et al., v. Uber Technologies, Inc.***, 1:15-cv-06972 (N.D. Ill.).
- An extensive notice effort for asbestos personal injury claims and rights as to Debtors' Joint Plan of Reorganization and Disclosure Statement was designed and implemented by Hilsoft. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner ads, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc. et al.***, 16-cv-31602 (Bankr. W.D. N.C.).

- A comprehensive notice program within the *Volkswagen Emissions Litigation* provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice effort. ***In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)***, MDL No. 2672 (N.D. Cal.).
- Hilsoft designed a notice program with extensive data acquisition and mailed notice to inform owners and lessees of specific models of Mercedes-Benz vehicles. The notice program reached approximately 96.5% of all class members. ***Callaway v. Mercedes-Benz USA, LLC***, 8:14-cv-02011 (C.D. Cal.).
- Hilsoft provided notice for both the class certification and the settlement phases of the case. The individual notice efforts included postcard notices to more than 2.3 million class members, reaching 96% of the class. A publication notice in a national newspaper, targeted internet banner ads, and a website further extended the reach of the notice plan. ***Waldrup v. Countrywide Financial Corporation et al.***, 2:13-cv-08833 (C.D. Cal.).
- Hilsoft designed and implemented an extensive settlement notice plan for a class period spanning more than 40 years for smokers of light cigarettes. The notice plan delivered a measured reach of approximately 87.8% of Arkansas adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas adults 55+ with a frequency of 10.8 times. Spanish language newspaper notice, an informational release, radio public service announcements (“PSAs”), sponsored search listings, and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, 60CV03-4661 (Ark. Cir. Ct.).
- Hilsoft oversaw a large asbestos bankruptcy bar date notice effort with individual notice, national consumer publications, hundreds of local and national newspapers, Spanish language newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp. et al.***, 14-10979 (Bankr. D. Del.).
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements from 2010-2020, Hilsoft developed programs integrating individual notice, and in some cases paid media efforts. Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M& I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank and Synovus are among the more than 20 banks that have retained Epiq (Hilsoft). ***In re: Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- For one of the largest and most complex class action cases in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote Indigenous people in this multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation***, 00-cv-192059 CPA (Ont. Super. Ct.).
- For BP’s \$7.8 billion settlement related to the Deepwater Horizon oil spill, possibly the most complex class action case in U.S. history, Hilsoft drafted and opined on all forms of notice. The dual notice program to “Economic and Property Damages” and “Medical Benefits” settlement classes as designed by Hilsoft reached at least 95% Gulf Coast region adults via more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications, and trade journals, digital media, and individual notice. Subsequently, Hilsoft designed one of the largest claim deadline notice campaigns ever implemented, resulting in a combined measurable paid print, television, radio, and internet effort, reaching in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Extensive point of sale notice effort with 100 million notices distributed to Lowe’s purchasers during a six-week period regarding a Chinese drywall settlement. ***Vereen v. Lowe’s Home Centers***, SU10-cv-2267B (Ga. Super. Ct.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Epiq Senior Vice President, Hilsoft Director of Legal Notice

Cameron Azari, Esq. has more than 22 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In Re: Zoom Video Communications, Inc. Privacy Litigation*, *In re: Takata Airbag Products Liability Litigation*, *In re Flint Water Cases*, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch Settlement), *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, *In re: Checking Account Overdraft Litigation*, and *In re: Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from FRCP Rule 23, email noticing, response rates, and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Kyle Bingham, Director – Epiq Legal Noticing

Kyle Bingham has 15 years of experience in the advertising industry. At Hilsoft and Epiq, Kyle is responsible for overseeing the research, planning, and execution of advertising campaigns for legal notice programs including class action, bankruptcy and other legal cases. Kyle has been involved in the design and implementation of numerous legal notice campaigns, including *In re: Takata Airbag Products Liability Litigation*, *Zanca et al. v. Epic Games, Inc.*, *Kukorinis v. Walmart, Inc.*, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch), *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)*, *In re: Residential Schools Class Action Litigation*, *Hale v. State Farm Mutual Automobile Insurance Company*, and *In re: Checking Account Overdraft Litigation*. Prior to joining Epiq and Hilsoft, Kyle worked at Wieden+Kennedy for seven years, an industry-leading advertising agency where he planned and purchased print, digital and broadcast media, and presented strategy and media campaigns to clients for multi-million-dollar branding campaigns and regional direct response initiatives. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

Stephanie Fiereck, Esq., Director of Legal Noticing

Stephanie Fiereck has more than 20 years of class action, bankruptcy, and litigation experience. She has worked on all aspects of class action settlement administration, including pre-settlement class action legal noticing work with clients and complex claims administration. Stephanie is responsible for assisting clients with drafting detailed legal noticing documents, writing declarations, as well as managing several specialized notice processes, including CAFA noticing. During her career, she has written more than 1,000 declarations while working on an array of cases including: *In Re: Zoom Video Communications, Inc. Privacy Litigation*, *In re: Takata Airbag Products Liability Litigation*, *In re Flint Water Cases*, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)*, *Hale v. State Farm Mutual Automobile Insurance Company*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, and *In re: Checking Account Overdraft Litigation*. Stephanie has handled more than 375 CAFA notice mailings. Prior to joining Hilsoft, she was a Vice President at Wells Fargo Bank for five years where she led the class action services business unit. She has authored numerous articles regarding legal notice and settlement administration. Stephanie is an active member of the Oregon State Bar. She received her B.A. from St. Cloud State University and her J.D. from the University of Oregon School of Law. Stephanie can be reached at sfie@epiqglobal.com.

Lauran Schultz, Epiq Managing Director

Lauran Schultz consults with Hilsoft clients on complex noticing issues. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration since 2005. High profile actions he has been involved in include working with companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Chair, “Panel Discussion: Class Actions Case Management.” Global Class Actions Symposium 2021, London, UK, Nov. 16, 2021.
- **Cameron Azari** Speaker, “Mass Torts Made Perfect Bi-Annual Conference.” Class Actions Abroad, Las Vegas, NV, Oct. 13, 2021.
- **Cameron Azari** Speaker, “Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel.” Nov. 18, 2020.
- **Cameron Azari** Speaker, “Consumers and Class Action Notices: An FTC Workshop.” Federal Trade Commission, Washington, DC, Oct. 29, 2019.
- **Cameron Azari** Speaker, “The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases.” ACI’s Automotive Product Liability Litigation Conference.” American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, “Prepare for the Future of Automotive Class Actions.” Bloomberg Next, Webinar-CLE, Nov. 6, 2018.
- **Cameron Azari** Speaker, “The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability.” 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, “Recent Developments in Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, “One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements.” 5th Annual Western Regional CLE Program on Class Actions and Mass Torts. Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, “Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates,” DC Consumer Class Action Lawyers Luncheon, Dec. 6, 2016.
- **Cameron Azari** Speaker, “Recent Developments in Consumer Class Action Notice and Claims Administration.” Berman DeVlerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, “2016 Cybersecurity & Privacy Summit. Moving From ‘Issue Spotting’ To Implementing a Mature Risk Management Model.” King & Spalding, Atlanta, GA, Apr. 25, 2016.
- **Stephanie Fiereck** Author, “Tips for Responding to a Mega-Sized Data Breach.” *Law360*, May 2016.
- **Cameron Azari** Speaker, “Live Cyber Incident Simulation Exercise.” Advisen’s Cyber Risk Insights Conference, London, UK, Feb. 10, 2015.
- **Cameron Azari** Speaker, “Pitfalls of Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, “What You Need to Know About Frequency Capping In Online Class Action Notice Programs.” *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI’s 19th Annual Consumer Financial Services Institute Conference, New York, NY, Apr. 7-8, 2014.

- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI’s 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.
- **Stephanie Fiereck** Author, “Planning For The Next Mega-Sized Class Action Settlement.” *Law360*, Feb. 2014.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements - Recent Developments.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Building Products Cases.” HarrisMartin’s Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, “Class Action Legal Noticing: Plain Language Revisited.” *Law360*, Apr. 2013.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements Getting your Settlement Approved.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, Jan. 31-Feb. 1, 2013.
- **Cameron Azari** Speaker, “Perspectives from Class Action Claims Administrators: Email Notices and Response Rates.” CLE International’s 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, “Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, Jan. 26-27, 2012.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International’s 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, “Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, Jan. 2011.
- **Cameron Azari** Speaker, “Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices.” CLE International’s 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, “Planning for a Smooth Settlement.” ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, “Structuring a Litigation Settlement.” CLE International’s 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, “Noticing and Response Rates in Class Action Settlements” – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Stephanie Fiereck** Author, “Consultant Service Companies Assisting Counsel in Class-Action Suits.” *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.

- **Stephanie Fiereck** Author, "Expand Your Internet Research Toolbox." The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.
- **Stephanie Fiereck** Author, "Class Action Reform: Be Prepared to Address New Notification Requirements." BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Stephanie Fiereck** Author, "Bankruptcy Strategies Can Avert Class Action Crisis." TMA - *The Journal of Corporate Renewal*, Sept. 2004.
- **Cameron Azari** Author, "FRCP 23 Amendments: Twice the Notice or No Settlement." Current Developments – Issue II, Aug. 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication" – Weil Gotshal Litigation Group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge Paul A. Engelmayer, *In re Morgan Stanley Data Security Litigation* (Aug. 5, 2022) 1:20-cv-05914 (S.D.N.Y.):

The Court finds that the emailed and mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and Judge Analisa Torres' Preliminary Approval Order: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to appraise Settlement Class Members of the pendency of this Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Claims Process, and of Class Counsel's application for an award of attorneys' fees, for reimbursement of expenses associated with the Action, and any Service Award; (d) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; (e) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (f) met all applicable requirements of Rule 23 of the Federal Rule of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable rules of law.

Judge Denise Page Hood, *Bleachtech L.L.C. v. United Parcel Service Co.* (July 20, 2022) 14-cv-12719 (E.D. Mich.):

The Settlement Class Notice Program, consisting of, among other things, the Publication Notice, Long Form Notice, website, and toll-free telephone number, was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (June 29, 2022) 3:21-cv-00019 (E.D. Vir.):

The Court finds that the plan to disseminate the Class Notice and Publication Notice the Court previously approved has been implemented and satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. The Class Notice, which the Court approved, clearly defined the Class and explained the rights and obligations of the Class Members. The Class Notice explained how to obtain benefits under the Settlement, and how to contact Class Counsel and the Settlement Administrator. The Court appointed Epiq Class Action & Claims Solutions, Inc. ("Epiq") to fulfill the Settlement Administrator duties and disseminate the Class Notice and Publication Notice. The Class Notice and Publication Notice permitted Class Members to access information and documents about the case to inform their decision about whether to opt out of or object to the Settlement.

Judge Fernando M. Olguin, *Johnson v. Moss Bros. Auto Group, Inc. et al.* (June 24, 2022) 5:19-cv-02456 (C.D. Cal.):

Here, after undertaking the required examination, the court approved the form of the proposed class notice. (See Dkt. 125, PAO at 18-21). As discussed above, the notice program was implemented by Epiq. (Dkt. 137-3, Azari Decl. at ¶¶ 15-23 & Exhs. 3-4 (Class Notice)). Accordingly, based on the record and its prior findings, the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement....

Judge Harvey E. Schlesinger, *Beiswinger v. West Shore Home, LLC* (May 25, 2022) 3:20-cv-01286 (M.D. Fla.):

The Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Scott Kording, *Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc.* (May 20, 2022) 2020L0000031 (Cir. Ct. of McLean Cnty., Ill.):

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

Judge Denise J. Casper, *Breda v. Cellco Partnership d/b/a Verizon Wireless* (May 2, 2022) 1:16-cv-11512 (D. Mass.):

The Court hereby finds Notice of Settlement was disseminated to persons in the Settlement Class in accordance with the Court's preliminary approval order, was the best notice practicable under the circumstances, and that the Notice satisfied Rule 23 and due process.

Judge William H. Orrick, *Maldonado et al. v. Apple Inc. et al.* (Apr. 29, 2022) 3:16-cv-04067 (N.D. Cal.):

[N]otice of the Class Settlement to the Certified Class was the best notice practicable under the circumstances. The notice satisfied due process and provided adequate information to the Certified Class of all matters relating to the Class Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

Judge Laurel Beeler, *In re: Zoom Video Communications, Inc. Privacy Litigation* (Apr. 21, 2022) 20-cv-02155 (N.D. Cal.):

Between November 19, 2021, and January 3, 2022, notice was sent to 158,203,160 class members by email (including reminder emails to those who did not submit a claim form) and 189,003 by mail. Of the emailed notices, 14,303,749 were undeliverable, and of that group, Epiq mailed notice to 296,592 class members for whom a physical address was available. Of the mailed notices, efforts were made to ensure address accuracy and currency, and as of March 10, 2022, 11,543 were undeliverable. In total, as of March 10, 2022, notice was accomplished for 144,242,901 class members, or 91% of the total. Additional notice efforts were made by newspaper ... social media, sponsored search, an informational release, and a Settlement Website. Epiq and Class Counsel also complied with the court's prior request that best practices related to the security of class member data be implemented.

[T]he Settlement Administrator provided notice to the class in the form the court approved previously. The notice met all legal prerequisites: it was the best notice practicable, satisfied the requirements of Rule 23(c)(2), adequately advised class members of their rights under the settlement agreement, met the requirements of due process, and complied with the court's order regarding court notice. The forms of notice fairly, plainly, accurately, and reasonably provided class members with all required information

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (Volkswagen)* (Mar. 28, 2022) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order ... The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge James Donato, *Pennington et al. v. Tetra Tech, Inc. et al.* (Mar. 28, 2022) 3:18-cv-05330 (N.D. Cal.):

On the Rule 23(e)(1) notice requirement, the Court approved the parties' notice plan, which included postcard notice, email notice, and a settlement website. Dkt. No. 154. The individual notice efforts reached an impressive 100% of the identified settlement class. Dkt. No. 200-2 ¶ 23. The Court finds that notice was provided in the best practicable manner to class members who will be bound by the proposal. Fed. R. Civ. P. 23(e)(1).

Judge Edward J. Davila, *Cochran et al. v. The Kroger Co. et al.* (Mar. 24, 2022) 5:21-cv-01887 (N.D. Cal.):

The Court finds that the dissemination of the Notices:

(a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that is appropriate, in a manner, content, and format reasonably calculated, under the circumstances, to apprise Settlement Class Members ...; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied 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.

Judge Sunshine Sykes, *In re Renovate America Finance Cases* (Mar. 4, 2022) RICJCCP4940 (Sup. Ct. of Cal., Riverside Cnty.):

The Court finds that notice previously given to Class Members in the Action was the best notice practicable under the circumstances and satisfies the requirements of due process ... The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, the Court has jurisdiction over all Class Members.

Judge David O. Carter, *Fernandez v. Rushmore Loan Management Services LLC* (Feb. 14, 2022) 8:21-cv-00621 (C. D. Cal.):

Notice was sent to potential Class Members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice adequately describes the litigation and the scope of the involved Class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff's counsel and Plaintiff will apply for attorneys' fees, costs, and a service award, and the Class Members' option to participate, opt out, or object to the Settlement. The Class Notice consisted of direct notice via USPS, as well as a Settlement Website where Class Members could view the Long Form Notice.

Judge Otis D. Wright, II, *In re Toll Roads Litigation* (Feb. 11, 2022) 8:16-cv-00262 (C. D. Cal.):

The Class Administrator provided notice to members of the Settlement Classes in compliance with the Agreements, due process, and Rule 23. The notice: (i) fully and accurately informed class members about the lawsuit and settlements; (ii) provided sufficient information so that class members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlements; (iii) provided procedures for class members to file written objections to the proposed settlements, to appear at the hearing, and to state objections to the proposed settlements; and (iv) provided the time, date, and place of the final fairness hearing. The Court finds that the Notice provided to the Classes pursuant to the Settlement

Agreements and the Preliminary Approval Order and consisting of individual direct postcard and email notice, publication notice, settlement website, and CAFA notice has been successful and (i) constituted the best practicable notice under the circumstances; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlements or exclude themselves from the Classes, and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) otherwise met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Virginia M. Kendall, *In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action) Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.* (Feb. 10, 2022) 1:19-cv-08318 (N.D. Ill.):

The notice given to the Settlement Class, including individual notice all members of the Settlement Class who could be identified through reasonable efforts, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Beth Labson Freeman, *Ford et al. v. [24]7.ai, Inc.* (Jan. 28, 2022) 5:18-cv-02770 (N.D. Cal.):

The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiffs. The Notice and notice program constituted sufficient notice to all persons entitled to notice. The Notice and 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.

Judge Terrence W. Boyle, *Abramson et al. v. Safe Streets USA LLC et al.* (Jan. 12, 2022) 5:19-cv-00394 (E.D.N.C.):

Notice was provided to Settlement Class Members in compliance with Section 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (a) fully and accurately informed Settlement Class Members about the Actions and Settlement Agreement; (b) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (c) provided procedures for Settlement Class Members to submit written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (d) provided the time, date, and place of the Final Approval Hearing.

Judge Joan B. Gottschall, *Mercado et al. v. Verde Energy USA, Inc.* (Dec. 17, 2021) 1:18-cv-02068 (N.D. Ill.):

In accordance with the Settlement Agreement, Epiq launched the Settlement Website and mailed out settlement notices in accordance with the preliminary approval order. (ECF No. 149). Pursuant to this Court's preliminary approval order, Epiq mailed and emailed notice to the Class on October 1, 2021. Therefore, direct notice was sent and delivered successfully to the vast majority of Class Members.

The Class Notice, together with all included and ancillary documents thereto, complied with all the requirements of Rule 23(c)(2)(B) and fairly, accurately, and reasonably informed members of the Class of: (a) appropriate information about the nature of this Litigation, including the class claims, issues, and defenses, and the essential terms of the Settlement Agreement; (b) the definition of the Class; (c) appropriate information about, and means for obtaining additional information regarding, the lawsuit and the Settlement Agreement; (d) appropriate information about, and means for obtaining and submitting, a claim; (e) appropriate information about the right of Class Members to appear through an attorney, as well as the time, manner, and effect of excluding themselves from the Settlement, objecting to the terms of the Settlement Agreement, or objecting to Lead and Class Counsel's request for an award of attorneys' fees and costs, and the procedures to do so; (f) appropriate information about the consequences of failing to submit a claim or failing to comply with the procedures and deadline for requesting exclusion from, or objecting to, the Settlement; and (g) the binding effect of a class judgment on Class Members under Rule 23(c)(3) of the Federal Rules of Civil Procedure.

The Court finds that Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of applicable laws and due process.

Judge Patricia M. Lucas, *Wallace v. Wells Fargo* (Nov. 24, 2021) 17CV317775 (Sup. Ct. Cal. Cnty. of Santa Clara):

On August 29, 2021, a dedicated website was established for the settlement at which class members can obtain detailed information about the case and review key documents, including the long form notice, postcard notice, settlement agreement, complaint, motion for preliminary approval ... (Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program [“Azari Dec.”] ¶19). As of October 18, 2021, there were 2,639 visitors to the website and 4,428 website pages presented. (Ibid.).

On August 30, 2021, a toll-free telephone number was established to allow class members to call for additional information in English or Spanish, listen to answers to frequently asked questions, and request that a long form notice be mailed to them (Azari Dec. ¶20). As of October 18, 2021, the telephone number handled 345 calls, representing 1,207 minutes of use, and the settlement administrator mailed 30 long form notices as a result of requests made via the telephone number.

Also, on August 30, 2021, individual postcard notices were mailed to 177,817 class members. (Azari Dec. ¶14) As of November 10, 2021, 169,404 of those class members successfully received notice. (Supplemental Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program [“Supp. Azari Dec.”] ¶10.).

Judge John R. Tunheim, *In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Plaintiff Action)* (JBS USA Food Company, JBS USA Food Company Holdings) (Nov. 18, 2021) 18-cv-01776 (D. Minn.):

The notice given to the Settlement Class, including individual notice to all members of the Settlement Class who could be identified through reasonable effort, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of the proceedings and of the matters set forth therein, including the proposed settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

Judge H. Russel Holland, *Coleman v. Alaska USA Federal Credit Union* (Nov. 17, 2021) 3:19-cv-00229 (D. Alaska):

The Court approved Notice Program has been fully implemented. The Court finds that the Notices given to the Settlement Class fully and accurately informed Settlement Class Members of all material elements of the proposed Settlement and constituted valid, due, and sufficient Notice to Settlement Class Members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process.

Judge A. Graham Shirley, *Zanca et al. v. Epic Games, Inc.* (Nov. 16, 2021) 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.):

Notice has been provided to all members of the Settlement Class pursuant to and in the manner directed by the Preliminary Approval Order. The Notice Plan was properly administered by a highly experienced third-party Settlement Administrator. Proof of the provision of that Notice has been filed with the Court and full opportunity to be heard has been offered to all Parties to the Action, the Settlement Class, and all persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given full compliance with each of the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.

Judge Judith E. Levy, *In re Flint Water Cases* (Nov. 10, 2021) 5:16-cv-10444 (E.D. Mich.):

(1) a “Long Form Notice packet [was] mailed to each Settlement Class member ... a list of over 57,000 addresses—[and] over 90% of [the mailings] resulted in successful delivery;” (2) notices were emailed “to addresses that could be determined for Settlement Class members;” and (3) the “Notice Administrator implemented a comprehensive media notice campaign.” ... The media campaign coupled with the mailing was intended to reach the relevant audience in several ways and at several times so that the class members would be fully informed about the settlement and the registration and objection process.

The media campaign included publication in the local newspaper ... local digital banners ... television ... and radio spots ... banner notices and radio ads placed on Pandora and SoundCloud; and video ads placed on YouTube [T]his settlement has received widespread media attention from major news outlets nationwide.

Plaintiffs submitted an affidavit signed by Azari that details the implementation of the Notice plan The affidavit is bolstered by several documents attached to it, such as the declaration of Epiq Class Action and Claims Solutions, Inc.’s Legal Notice Manager, Stephanie J. Fiereck. Azari declared that Epiq “delivered individual notice to approximately 91.5% of the identified Settlement Class” and that the media notice brought the overall notice effort to “in excess of

95%.” *The Court finds that the notice plan was implemented in an appropriate manner.*

In conclusion, the Court finds that the Notice Plan as implemented, and its content, satisfies due process.

Judge Vince Chhabria, *Yamagata et al. v. Reckitt Benckiser LLC* (Oct. 28, 2021) 3:17-cv-03529 (N.D. Cal.):

The Court directed that Class Notice be given to the Class Members pursuant to the notice program proposed by the Parties and approved by the Court. In accordance with the Court’s Preliminary Approval Order and the Court-approved notice program, the Settlement Administrator caused the forms of Class Notice to be disseminated as ordered. The Long-form Class Notice advised Class Members of the terms of the Settlement Agreement; the Final Approval Hearing, and their right to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class and to object to the Settlement Agreement; procedures for exercising such rights; and the binding effect of this Order and accompanying Final Judgment, whether favorable or unfavorable, to the Settlement Class.

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other applicable law. Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 173 (1974); Rodriguez v. West Publ’g Co., 563 F.3d 948, 962 (9th Cir. 2009).

Judge Otis D. Wright, II, *Silveira v. M&T Bank* (Oct. 12, 2021) 2:19-cv-06958 (C.D. Cal.):

Notice was sent to potential class members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice consisted of direct notice via USPS first class mail, as well as a Settlement Website where Class Members could view and request to be sent the Long Form Notice. The Class Notice adequately described the litigation and the scope of the involved class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff’s counsel and Plaintiff will apply for attorneys’ fees, costs, and a service award, and the class members’ option to participate, opt out, or object to the settlement.

Judge Timothy J. Korrigan, *Smith v. Costa Del Mar, Inc.* (Sept. 21, 2021) 3:18-cv-01011 (M.D. Fla.):

Following preliminary approval, the settlement administrator carried out the notice program The settlement administrator sent a summary notice and long-form notice to all class members, sent CAFA notice to federal and state officials ... and established a website with comprehensive information about the settlement Email notice was sent to class members with email addresses, and postcards were sent to class members with only physical addresses Multiple attempts were made to contact class members in some cases, and all notices directed recipients to a website where they could access settlement information A paid online media plan was implemented for class members for whom the settlement administrator did not have data When the notice program was complete, the settlement administrator submitted a declaration stating that the notice and paid media plan reached at least seventy percent of potential class members [N]otices had been delivered via postcards or email to 939,400 of the 939,479 class members to whom the settlement administrator sent notice—a ninety-nine and a half percent deliverable rate....

Notice was disseminated in accordance with the Preliminary Approval Order Federal Rule of Civil Procedure 23(c)(2)(B) requires that notice be “the best notice that is practicable under the circumstances.” Upon review of the notice materials ... and of Azari’s Declaration ... regarding the notice program, the Court is satisfied with the way in which the notice program was carried out. Class notice fully complied with Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and was sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

Judge Jose E. Martinez, *Kukorinis v. Walmart, Inc.* (Sept. 20, 2021) 1:19-cv-20592 (S.D. Fla.):

[T]he Court approved the appointment of Epiq Class Action and Claims Solutions, Inc. as the Claims Administrator with the responsibility of implementing the notice requirements approved in the Court’s Order of Approval The media plan included various forms of notice, utilizing national consumer print publications, internet banner advertising, social media, sponsored search, and a national informational release According to the Azari Declaration, the Court-approved Notice reached approximately seventy-five percent (75%) of the Settlement Class on an average of 3.5 times per Class Member

Pertinently, the Claims Administrator implemented digital banner notices across certain social media platforms, including Facebook and Instagram, which linked directly to the Settlement Website ... the digital banner notices generated approximately 522.6 million adult impressions online [T]he Court finds that notice was “reasonably

calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections."

Judge Steven L. Tiscione, *Fiore et al. v. Ingenious Designs, LLC* (Sept. 10, 2021) 1:18-cv-07124 (E.D.N.Y.):

Following the Court's Preliminary Approval of the Settlement, the Notice Plan was effectuated by the Parties and the appointed Claims Administrator, Epiq Systems. The Notice Plan included a direct mailing to Class members who could be specifically identified, as well as nationwide notice by publication, social media and retailer displays and posters. The Notice Plan also included the establishment of an informational website and toll-free telephone number. The Court finds the Parties completed all settlement notice obligations imposed in the Order Preliminarily Approving Settlement. In addition, Defendants through the Class Administrator, sent the requisite CAFA notices to 57 federal and state officials. The class notices constitute "the best notice practicable under the circumstances," as required by Rule 23(c)(2).

Judge John S. Meyer, *Lozano v. CodeMetro, Inc.* (Sept. 8, 2021) 37-2020-00022701 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Settlement, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Mae A. D'Agostino, *Thompson et al. v. Community Bank, N.A.* (Sept. 8, 2021) 8:19-cv-0919 (N.D.N.Y.):

Prior to distributing Notice to the Settlement Class members, the Settlement Administrator established a website, ... as well as a toll-free line that Settlement Class members could access or call for any questions or additional information about the proposed Settlement, including the Long Form Notice. Once Settlement Class members were identified via Defendant's business records, the Notices attached to the Agreement and approved by the Court were sent to each Settlement Class member. For Current Account Holders who have elected to receive bank communications via email, Email Notice was delivered. To Past Defendant Account Holders, and Current Account Holders who have not elected to receive communications by email or for whom the Defendant does not have a valid email address, Postcard Notice was delivered by U.S. Mail. The Settlement Administrator mailed 36,012 Postcard Notices and sent 16,834 Email Notices to the Settlement Class, and as a result of the Notice Program, 95% of the Settlement Class received Notice of the Settlement.

Judge Graham C. Mullen, *In re: Kaiser Gypsum Company, Inc. et al.* (July 27, 2021) 16-cv-31602, (W.D.N.C.):

[T]he Declaration of Cameron R. Azari, Esq. on Implementation of Notice Regarding the Joint Plan of Reorganization of Kaiser Gypsum Company, Inc. and Hanson Permanente Cement, Inc. ... (the "Notice Declaration") was filed with the Bankruptcy Court on July 1, 2020, attesting to publication notice of the Plan.

[T]he Court has reviewed the Plan, the Disclosure Statement, the Disclosure Statement Order, the Voting Agent Declaration, the Affidavits of Service, the Publication Declaration, the Notice Declaration, the Memoranda of Law, the Declarations, the Truck Affidavits and all other pleadings before the Court in connection with the Confirmation of the Plan, including the objections filed to the Plan. The Plan is hereby confirmed in its entirety

Judge Anne-Christine Massullo, *UFCW & Employers Benefit Trust v. Sutter Health et al.* (Aug. 27, 2021) CGC 14-538451 consolidated with CGC-18-565398 (Sup. Ct. of Cal., Cnty. of San Fran.):

The notice of the Settlement provided to the Class constitutes due, adequate and sufficient notice and the best notice practicable under the circumstances, and meets the requirements of due process, the laws of the State of California, and Rule 3.769(f) of the California Rules of Court.

Judge Anne-Christine Massullo, *Morris v. Provident Credit Union* (June 23, 2021) CGC-19-581616 (Sup. Ct. Cal. Cnty. of San Fran.):

The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement ("Preliminary

Approval Order”) and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.

Judge Esther Salas, Sager et al. v. Volkswagen Group of America, Inc. et al. (June 22, 2021) 18-cv-13556 (D.N.J.):

The Court further finds and concludes that Class Notice was properly and timely disseminated to the Settlement Class in accordance with the Class Notice Plan set forth in the Settlement Agreement and the Preliminary Approval Order (Dkt. No. 69). The Class Notice Plan and its implementation in this case fully satisfy Rule 23, the requirements of due process and constitute the best notice practicable under the circumstances.

Judge Josephine L. Staton, In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al. (June 10, 2021) 8:17-cv-00838 and 18-cv-02223 (C.D. Cal.):

The Class Notice was disseminated in accordance with the procedures required by the Court’s Orders ... in accordance with applicable law, and satisfied the requirements of Rule 23(e) and due process and constituted the best notice practicable for the reasons discussed in the Preliminary Approval Order and Final Approval Order.

Judge Harvey Schlesinger, In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC) (May 31, 2021) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of (i) the pendency of the Action; (ii) the effect of the Settlement Agreement (including the Releases to be provided thereunder); (iii) Class Counsel’s possible motion for an award of attorneys’ fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreement, the Plan of Distribution, and/or Class Counsel’s motion for attorneys’ fees and reimbursement of expenses; (v) the right to opt out of the Settlement Class; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Haywood S. Gilliam, Jr. Richards et al. v. Chime Financial, Inc. (May 24, 2021) 4:19-cv-06864 (N.D. Cal.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Rule 23(c)(2)(B) ... The Court ordered that the third-party settlement administrator send class notice via email based on a class list Defendant provided ... Epiq Class Action & Claims Solutions, Inc., the third-party settlement administrator, represents that class notice was provided as directed Epiq received a total of 527,505 records for potential Class Members, including their email addresses If the receiving email server could not deliver the message, a “bounce code” was returned to Epiq indicating that the message was undeliverable Epiq made two additional attempts to deliver the email notice As of March 1, 2021, a total of 495,006 email notices were delivered, and 32,499 remained undeliverable In light of these facts, the Court finds that the parties have sufficiently provided the best practicable notice to the Class Members.

Judge Henry Edward Autrey, Pearlstone v. Wal-Mart Stores, Inc. (Apr. 22, 2021) 4:17-cv-02856 (C.D. Cal.):

The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties’ Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule 23(c)(2) and 23(e)(1), applicable law, and the Due Process Clause of the United States Constitution.

Judge Lucy H. Koh, Grace v. Apple, Inc. (Mar. 31, 2021) 17-cv-00551 (N.D. Cal.):

Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the 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).” The

Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court's Order (ECF No. 426) and complies with Rule 23(c)(2)(B).

Judge Gary A. Fenner, In re: Pre-Filled Propane Tank Antitrust Litigation (Mar. 30, 2021) MDL No. 2567, 14-cv-02567 (W.D. Mo.):

Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.

Judge Richard Seeborg, Bautista v. Valero Marketing and Supply Company (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

Judge James D. Peterson, Fox et al. v. Iowa Health System d.b.a. UnityPoint Health (Mar. 4, 2021) 18-cv-00327 (W.D. Wis.):

The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint's records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.

The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.

Judge Larry A. Burns, Trujillo et al. v. Ametek, Inc. et al. (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

Judge Sherri A. Lydon, Fitzhenry v. Independent Home Products, LLC (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.

Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.* (Feb. 9, 2021) 2:18-cv-08605 (C.D. Cal.):

The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied 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.

Judge Jon S. Tigar, *Elder v. Hilton Worldwide Holdings, Inc.* (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. Id.

The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.

Judge Michael W. Jones, *Wallace et al. v. Monier Lifetile LLC et al.* (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.

Judge Kristi K. DuBose, *Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC* (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.

Judge Haywood S. Gilliam, Jr., *Izor v. Abacus Data Systems, Inc.* (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.

Judge Christopher C. Conner, *AI's Discount Plumbing et al. v. Viega, LLC* (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

*The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, *Plumber* and *PHC News*, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).*

Judge Naomi Reice Buchwald, *In re: Libor-Based Financial Instruments Antitrust Litigation* (Dec. 16, 2020) MDL No. 2262, 1:11-md-02262 (S.D.N.Y.):

Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.

Judge Larry A. Burns, *Cox et al. Ametek, Inc. et al.* (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing ... The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

Judge Timothy J. Sullivan, *Robinson v. Nationstar Mortgage LLC* (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Dec. 10, 2020) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational release was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.

Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District* (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

Judge Catherine D. Perry, *Pirozzi et al. v. Massage Envy Franchising, LLC* (Nov. 13, 2020) 4:19-cv-807 (E.D. Mo.):

The COURT hereby finds that the CLASS NOTICE given to the CLASS: (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide

whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the time and manner by which CLASS MEMBERS could submit a CLAIM under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances, constituted a reasonable manner of notice to all class members who would be bound by the SETTLEMENT, and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Robert E. Payne, Skochin et al. v. Genworth Life Insurance Company et al. (Nov. 12, 2020) 3:19-cv-00049 (E.D. Vir.):

For the reasons set forth in the Court's Memorandum Opinion addressing objections to the Settlement Agreement, ... the plan to disseminate the Class Notice and Publication Notice, which the Court previously approved, has been implemented and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.

Judge Jeff Carpenter, Eastwood Construction LLC et al. v. City of Monroe (Oct. 27, 2020) 18-cvs-2692 and **The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe** (Oct. 27, 2020) 19-cvs-1825 (Sup. Ct. N.C.):

Therefore, the Court GRANTS the Final Approval Motion, CERTIFIES the class as defined below for settlement purposes only, APPROVES the Settlement, and GRANTS the Fee Motion

The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.

Judge M. James Lorenz, Walters et al. v. Target Corp. (Oct. 26, 2020) 3:16-cv-1678 (S.D. Cal.):

The Court has determined that the Class Notices given to Settlement Class members fully and accurately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Maren E. Nelson, Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company (Oct. 26, 2020) BC 579498 (Sup. Ct. Cal.):

Distribution of Notice directed to the Settlement Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9% of all Settlement Class Members, provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and the Notice and its distribution fully satisfied the requirements of due process.

Judge Vera M. Scanlon, Lashambae v. Capital One Bank, N.A. (Oct. 21, 2020) 1:17-cv-06406 (E.D.N.Y.):

The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.

Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).

Chancellor Walter L. Evans, K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals (Oct. 14, 2020) CH-13-04871-1 (30th Jud. Dist. Tenn.):

Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process

Judge Sara L. Ellis, Nelson v. Roadrunner Transportation Systems, Inc. (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders.

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

Judge George H. Wu, Lusnak v. Bank of America, N.A. (Aug. 10, 2020) 14-cv-01855 (C.D. Cal.):

The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. 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; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (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.

Judge James Lawrence King, Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A. (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of **In re: Checking Account Overdraft Litigation** MDL No. 2036 (S.D. Fla.):

The Court finds that the members of the Settlement Class were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement was widely publicized, and any member of the Settlement Class who wished to express comments or objections had ample opportunity and means to do so.

Judge Jeffrey S. Ross, Lehman v. Transbay Joint Powers Authority et al. (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.

Judge Jean Hoefer Toal, Cook et al. v. South Carolina Public Service Authority et al. (July 31, 2020) 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.):

Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%)

have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.

Judge Peter J. Messitte, *Jackson et al. v. Viking Group, Inc. et al.* (July 28, 2020) 8:18-cv-02356 (D. Md.):

[T]he Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order as amended. The Court finds that the Notice Plan: (i) constitutes 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 Lawsuit and the terms of the Settlement, 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.

Judge Michael P. Shea, *Grayson et al. v. General Electric Company* (July 27, 2020) 3:13-cv-01799 (D. Conn.):

Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.

Judge Gerald J. Pappert, *Rose v. The Travelers Home and Marine Insurance Company et al.* (July 20, 2020) 19-cv-00977 (E.D. Pa.):

The Class Notice ... has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. Such Class Notice (i) constituted 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 and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class 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 Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

Judge Christina A. Snyder, *Waldrup v. Countrywide Financial Corporation et al.* (July 16, 2020) 2:13-cv-08833 (C.D. Cal.):

The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class members. The Court further finds that all requirements of statute (including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.

Judge James Donato, *Coffeng et al. v. Volkswagen Group of America, Inc.* (June 10, 2020) 17-cv-01825 (N.D. Cal.):

The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Michael W. Fitzgerald, *Behfarin v. Pruco Life Insurance Company et al.* (June 3, 2020) 17-cv-05290 (C.D. Cal.):

The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied

This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.

Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.* (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.)* (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Orders; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to the provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Amos L. Mazzant, *Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was 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 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) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Equitable Relief Settlement Class; (iii) the claims and issues of the Equitable Relief Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Michael H. Simon, *In re: Premera Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) 3:15-md-2633 (D. Ore.):

The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate

time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.

Judge Maxine M. Chesney, *McKinney-Drobnis et al. v. Massage Envy Franchising* (Mar. 2, 2020) 3:16-cv-06450 (N.D. Cal.):

The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy* (Feb. 6, 2020) 1:18-cv-01061 (N.D. Ill.):

The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

Judge Robert Scola, Jr., *Wilson et al. v. Volkswagen Group of America, Inc. et al.* (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Michael Davis, *Garcia v. Target Corporation* (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Bruce Howe Hendricks, *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation* (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (ECF No. 225-1), the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.

Judge Margo K. Brodie, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2019) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.

Judge Steven Logan, *Knapper v. Cox Communications, Inc.* (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.

Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.* (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Liam O'Grady, *Liggio v. Apple Federal Credit Union* (Dec. 6, 2019) 1:18-cv-01059 (E.D. Vir.):

The Court finds that the manner and form of notice (the "Notice Plan") as provided for in this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.

Judge Brian McDonald, *Armon et al. v. Washington State University* (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they desired; and appropriate instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.

Judge Andrew J. Guilford, *In re: Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the parties' settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.

Judge Gene E.K. Pratter, *Tashica Fulton-Green et al. v. Accolade, Inc.* (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

Judge Edwin Torres, *Burrow et al. v. Forjas Taurus S.A. et al.* (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).

Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was 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) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 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 exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-00222 (N.D. Ala.):

The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.

The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.

Judge Christina A. Snyder, *Zaklit et al. v. Nationstar Mortgage LLC et al.* (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.* (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

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, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Aug. 16, 2019) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.

Judge Jon Tigar, *McKnight et al. v. Uber Technologies, Inc. et al.* (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.

Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank* (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.

Judge Karin Crump, *Hyder et al. v. Consumers County Mutual Insurance Company* (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis Cnty. Tex.):

Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.

Judge Wendy Bettelstone, *Underwood v. Kohl's Department Stores, Inc. et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.

Judge Andrew G. Ceresia, J.S.C., *Denier et al. v. Taconic Biosciences, Inc.* (July 15, 2019) 00255851 (Sup Ct. N.Y.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of the CPLR.

Judge Vince G. Chhabria, *Parsons v. Kimpton Hotel & Restaurant Group, LLC* (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and 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.

Judge Daniel J. Buckley, *Adlouni v. UCLA Health Systems Auxiliary et al.* (June 28, 2019) BC589243 (Sup. Ct. Cal.):

The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.

Judge John C. Hayes III, *Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.* (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice. See Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 94 S.Ct. 2140 (1974); Hospitality Mgmt. Assoc., Inc. v. Shell Oil, Inc., 356 S.C. 644, 591 S.E.2d 611 (2004). Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.

Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC* (June 4, 2019) 1112-17046 (Ore. Cir., Cnty. of Multnomah):

The Court finds that the Notice Plan ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Cynthia Bashant, *Lloyd et al. v. Navy Federal Credit Union* (May 28, 2019) 17-cv-1280 (S.D. Cal.):

This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.

Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.* (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge Edward J. Davila, *In re: HP Printer Firmware Update Litigation* (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to 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 Settlement, 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.

Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc. et al.* (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.

Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)* (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.

Judge Alison J. Nathan, *Pantelyat et al. v. Bank of America, N.A. et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.

Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.

Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (Ford)* (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Hemdon, *Hale v. State Farm Mutual Automobile Insurance Company et al.* (Dec. 16, 2018) 3:12-cv-00660 (S.D. Ill.):

The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (Nov. 13, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the

requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge William L. Campbell, Jr., Ajose et al. v. Interline Brands, Inc. (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.

Judge Joseph C. Spero, Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

[T]he Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B) ... The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.

Judge Marcia G. Cooke, Dipuglia v. US Coachways, Inc. (Sept. 28, 2018) 1:17-cv-23006 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters 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 the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Beth Labson Freeman, Gergetz v. Telenav, Inc. (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, 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, the Due Process Clause, and the Rules of this Court.

Judge M. James Lorenz, Farrell v. Bank of America, N.A. (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Dean D. Pregerson, Falco et al. v. Nissan North America, Inc. et al. (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court’s Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Lynn Adelman, In re: Windsor Wood Clad Window Product Liability Litigation (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice

Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, *Surrett et al. v. Western Culinary Institute et al.* (June 18, 2018) 0803-03530 (Ore. Cir. Cnty. of Multnomah):

This Court finds that the distribution of the Notice of Settlement ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (June 1, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)* (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.

[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.

Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC* (May 8, 2018) 17-cv-22967 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters 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 the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Chancellor Russell T. Perkins, *Morton v. GreenBank* (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.

Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC* (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.

The Court has considered and rejected the objection ... [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator.

Judge Thomas M. Durkin, Vergara et al., v. Uber Technologies, Inc. (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.

Judge Federico A. Moreno, In re: Takata Airbag Products Liability Litigation (Honda & Nissan) (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED R. CIV. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Susan O. Hickey, Larey v. Allstate Property and Casualty Insurance Company (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.

Judge Muriel D. Hughes, Glaske v. Independent Bank Corporation (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

The Court-approved Notice Plan satisfied due process requirements ... The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.

Judge Naomi Reice Buchwald, Orlander v. Staples, Inc. (Dec. 13, 2017) 13-cv-00703 (S.D.N.Y.):

The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Judge Lisa Godbey Wood, T.A.N. v. PNI Digital Media, Inc. (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not

limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.

Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation* (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.* (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).

Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (BMW, Mazda, Toyota, & Subaru)* (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Charles R. Breyer, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

*The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "appris[e]d interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (Dkt. No. 3188-2 ¶ 24.)*

Judge Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

*The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15).*

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (Apr. 13, 2017) 8:15-cv-00061 (D. Neb.):

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company et al.* (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.

Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc. et al.* (Dec. 14, 2016) 2:12-cv-02247 and **Gary, LLC v. Deffenbaugh Industries, Inc. et al.** 2:13-cv-02634 (D. Kan.):

The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.

Judge Yvette Kane, *In re: Shop-Vac Marketing and Sales Practices Litigation* (Dec. 9, 2016) MDL No. 2380 (M.D. Pa.):

The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.

Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.* (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.):

The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.

Judge Eileen Bransten, *In re: HSBC Bank USA, N.A., as part of In re: Checking Account Overdraft Litigation* (Oct. 13, 2016) 650562/2011 (Sup. Ct. N.Y.):

This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.

Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (Sept. 20, 2016) MDL No. 2540 (D.N.J.):

The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (Apr. 11, 2016) 14-cv-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Mar. 22, 2016) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.

Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp et al.* (July 30, 2015) 14-cv-10979 (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge David C. Norton, *In re: MI Windows and Doors Inc. Products Liability Litigation* (July 22, 2015) MDL No. 2333, 2:12-mn-00001 (D.S.C.):

The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.

The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, *Adkins et al. v. Nestlé Purina PetCare Company et al.* (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, *Steen v. Capital One, N.A.* (May 22, 2015) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.):

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.* (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation et al.* (Aug. 29, 2014) 5:11-cv-02390 & 5:12-cv-00400 (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards ... The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.

Judge Lance M. Africk, *Evans et al. v. TIN, Inc. et al.* (July 7, 2013) 2:11-cv-02067 (E.D. La.):

The Court finds that the dissemination of the Class Notice... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, *Marolda v. Symantec Corporation* (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out ... The Court ... concludes that notice of settlement to the class was adequate and

satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

Judge Ann D. Montgomery, *In re: Zurn Pex Plumbing Products Liability Litigation* (Feb. 27, 2013) MDL No. 1958, 08-md-01958 (D. Minn.):

The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.

*The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.* (Jan. 28, 2013) 3:10-cv-00960 (D. Ore.):

Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)* (Jan. 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic and Property Damages Settlement)* (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice

Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and ArkLamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc. (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, Sachar v. Iberiabank Corporation (Apr. 26, 2012) as part of **In re: Checking Account Overdraft** MDL No. 2036 (S.D. Fla):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims ... [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment." In re: Nissan Motor Corp. Antitrust Litig., 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, Vereen v. Lowe's Home Centers (Apr. 13, 2012) SU10-cv-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re: Heartland Payment Systems, Inc. Customer Data Security Breach Litigation* (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement ... Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See *Katrina Canal Breaches*, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." *In re: Black Farmers Discrimination Litig.*, — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).¹⁵ The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. *Katrina Canal Breaches*, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank* (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.* (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others more fully described in this Court's order of 30th day of March 2011 were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

Judge Ted Stewart, *Miller v. Basic Research, LLC* (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a

neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.* (Oct. 7, 2009) 5:07-cv-02580 (N.D. Ohio):

As previously set forth in this Memorandum Opinion, the elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re: Department of Veterans Affairs (VA) Data Theft Litigation* (Sept. 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

LEGAL NOTICE CASES

Hilsoft has served as a notice expert for planning, implementation and/or analysis in the following partial list of cases:

<i>In re: In re: U.S. Office of Personnel Management Data Security Breach Litigation</i>	D.D.C., No. MDL No. 2664, 15-cv-01394
<i>In re: fairlife Milk Products Marketing and Sales Practices Litigation</i>	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
<i>In Re: Zoom Video Communications, Inc. Privacy Litigation</i>	N.D. Cal., No. 3:20-cv-02155
<i>Browning et al. v. Anheuser-Busch, LLC (False Advertising)</i>	W.D. Mo., No. 20-cv-00889
<i>Callen v. Daimler AG and Mercedes-Benz USA, LLC (Interior Trim)</i>	N.D. Ga., No. 1:19-cv-01411
<i>In re: Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.)</i>	M.D. Fla., No. 3:15-md-02626
<i>Ford et al. v. [24]7.ai, Inc. (Data Breach - Best Buy Data Incident)</i>	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
<i>In re Takata Airbag Class Action Settlement - Australia Settlement Louise Haselhurst v. Toyota Motor Corporation Australia Limited Kimley Whisson v. Subaru (Aust) Pty Limited Akuratiya Kularathne v. Honda Australia Pty Limited Owen Brewster v. BMW Australia Ltd Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited Camilla Coates v. Mazda Australia Pty Limited</i>	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (Smithfield Foods, Inc.)</i>	D. Minn., No. 0:18-cv-01776
<i>Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. (Biometrics)</i>	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
<i>In re: Capital One Consumer Security Breach Litigation</i>	E.D. Vir., MDL No. 2915, No. 1:19-md-02915
<i>Dundon et al. v. Chipotle Mexican Grill, Inc. (Food Ordering Fees)</i>	Cir. Ct. Cal. Alameda Cnty., No. RG21088118
<i>In re Morgan Stanley Data Security Litigation</i>	S.D.N.Y., No. 1:20-cv-05914

<i>DiFlauro v. Bank of America Corporation, et al.</i>	C.D. Cal., No. 2:20-cv-05692
<i>In re: California Pizza Kitchen Data Breach Litigation</i>	C.D. Cal., No. 8:21-cv-01928
<i>Breda v. Cellco Partnership d/b/a Verizon Wireless (TCPA)</i>	D. Mass., No. 1:16-cv-11512
<i>Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)</i>	2nd Dist. Ct. Cnty. of Denver Col., No. 2021CV33707
<i>Dearing v. Magellan Health Inc. et al. (Data Breach)</i>	Sup. Ct. Cnty of Maricopa, Ariz., No. CV2020-013648
<i>Toretto et al. v. Donnelley Financial Solutions, Inc. et al.</i>	S.D.N.Y., No. 1:20-cv-02667
<i>In Re: Takata Airbag Products Liability Litigation (Volkswagen)</i>	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
<i>Beiswinger v. West Shore Home, LLC (TCPA)</i>	M.D. Fla., No. 3:20-cv-01286
<i>Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)</i>	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
<i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al.</i>	N.D. Tex., No. 3:20-cv-03424
<i>Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)</i>	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Fran., Nos. CIVDS 1723435 and CGC-18-565628
<i>Cochran et al. v. The Kroger Co. et al. (Data Breach)</i>	N.D. Cal., No. 5:21-cv-01887
<i>Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)</i>	C.D. Cal., No. 8:21-cv-00621
<i>Abramson v. Safe Streets USA LLC (TCPA)</i>	E.D.N.C., No. 5:19-cv-00394
<i>Stoll et al. v. Musculoskeletal Institute, Chartered (Data Breach)</i>	M.D. Fla., No. 8:20-cv-01798
<i>Keith Mayo v. Affinity Plus Federal Credit Union (Overdraft)</i>	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
<i>Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)</i>	C.D. Cal., No. 5:19-cv-02456
<i>Muransky et al. v. The Cheesecake Factory, Inc. (FACTA)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19-ST-cv-43875
<i>Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Vir., No. 3:22-cv-00055
<i>Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Vir., No. 3:21-cv-00019
<i>Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)</i>	N.D. Ill., No. 1:18-cv-02068
<i>Fallis v. Gate City Bank (Overdraft)</i>	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
<i>Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
<i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)</i>	C.D. Cal., No. 2:18-cv-03019
<i>Wallace v. Wells Fargo (Overdraft Fees on Uber and Lyft One-Time Transactions)</i>	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775

<i>In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs) Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.</i>	N.D. Ill., No. 1:20-cv-02295
<i>Coleman v. Alaska USA Federal Credit Union (Retry Bank Fees)</i>	D. Alaska, No. 3:19-cv-00229
<i>Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. (My Little Steamer)</i>	E.D.N.Y., No. 1:18-cv-07124
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)</i>	D. Minn., No. 0:18-cv-01776
<i>Lozano v. CodeMetro Inc. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
<i>Yamagata et al. v. Reckitt Benckiser LLC (Schiff Move Free® Advanced Glucosamine Supplements)</i>	N.D. Cal., No. 3:17-cv-03529
<i>Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership (TCPA)</i>	M.D. Fla., No. 8:13-cv-01592
<i>Thompson et al. v. Community Bank, N.A. (Overdraft)</i>	N.D.N.Y., No. 8:19-cv-00919
<i>Bleachtech L.L.C. v. United Parcel Service Co. (Declared Value Shipping Fees)</i>	E.D. Mich., No. 2:14-cv-12719
<i>Silveira v. M&T Bank (Mortgage Fees)</i>	C.D. Cal., No. 2:19-cv-06958
<i>In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>In Re: Toll Roads Litigation (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>Pearlstone v. Wal-Mart Stores, Inc. (Sales Tax)</i>	C.D. Cal., No. 4:17-cv-02856
<i>Zanca et al. v. Epic Games, Inc. (Fortnite or Rocket League Video Games)</i>	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534
<i>In re: Flint Water Cases</i>	E.D. Mich., No. 5:16-cv-10444
<i>Kukorinis v. Walmart, Inc. (Weighted Goods Pricing)</i>	S.D. Fla., No. 1:19-cv-20592
<i>Grace v. Apple, Inc.</i>	N.D. Cal., No. 17-cv-00551
<i>Alvarez v. Sirius XM Radio Inc.</i>	C.D. Cal., No. 2:18-cv-08605
<i>In re: Pre-Filled Propane Tank Antitrust Litigation</i>	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
<i>In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC)</i>	M.D. Fla., No. 3:15-md-02626
<i>Morris v. Provident Credit Union (Overdraft)</i>	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
<i>Pennington v. Tetra Tech, Inc. et al. (Property)</i>	N.D. Cal., No. 3:18-cv-05330
<i>Maldonado et al. v. Apple Inc. et al. (Apple Care iPhone)</i>	N.D. Cal., No. 3:16-cv-04067
<i>UFCW & Employers Benefit Trust v. Sutter Health et al. (Self-Funded Payors)</i>	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
<i>Fitzhenry v. Independent Home Products, LLC (TCPA)</i>	D.S.C., No. 2:19-cv-02993
<i>In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.</i>	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223

Sager et al. v. Volkswagen Group of America, Inc. et al.	D.N.J., No. 18-cv-13556
Bautista v. Valero Marketing and Supply Company	N.D. Cal., No. 3:15-cv-05557
Richards et al. v. Chime Financial, Inc.	N.D. Cal., No. 4:19-cv-06864
In re: Health Insurance Innovations Securities Litigation	M.D. Fla., No. 8:17-cv-02186
Fox et al. v. Iowa Health System d.b.a. UnityPoint Health (Data Breach)	W.D. Wis., No. 18-cv-00327
Smith v. Costa Del Mar, Inc. (Sunglasses Warranty)	M.D. Fla., No. 3:18-cv-01011
Al's Discount Plumbing et al. v. Viega, LLC (Building Products)	M.D. Pa., No. 19-cv-00159
Rose v. The Travelers Home and Marine Insurance Company et al.	E.D. Pa., No. 19-cv-00977
Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
Garvin v. San Diego Unified Port District	Sup. Ct. Cal., No. 37-2020-00015064
Consumer Financial Protection Bureau v. Siringoringo Law Firm	C.D. Cal., No. 8:14-cv-01155
Robinson v. Nationstar Mortgage LLC	D. Md., No. 8:14-cv-03667
Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC (TCPA)	S.D. Ala., No. 1:19-cv-00563
In re: Libor-Based Financial Instruments Antitrust Litigation	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
Izor v. Abacus Data Systems, Inc. (TCPA)	N.D. Cal., No. 19-cv-01057
Cook et al. v. South Carolina Public Service Authority et al.	Ct. of Com. Pleas. 13 th Jud. Cir. S.C., No. 2019-CP-23-6675
K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals	30th Jud. Dist. Tenn., No. CH-13-04871-1
In re: Roman Catholic Diocese of Harrisburg	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
Denier et al. v. Taconic Biosciences, Inc.	Sup Ct. N.Y., No. 00255851
Robinson v. First Hawaiian Bank (Overdraft)	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
Burch v. Whirlpool Corporation	W.D. Mich., No. 1:17-cv-00018
Armon et al. v. Washington State University (Data Breach)	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
Wilson et al. v. Volkswagen Group of America, Inc. et al.	S.D. Fla., No. 17-cv-23033
Prather v. Wells Fargo Bank, N.A. (TCPA)	N.D. Ill., No. 1:17-cv-00481
In re: Wells Fargo Collateral Protection Insurance Litigation	C.D. Cal., No. 8:17-ml-02797
Ciuffitelli et al. v. Deloitte & Touche LLP et al.	D. Ore., No. 3:16-cv-00580
Coffeng et al. v. Volkswagen Group of America, Inc.	N.D. Cal., No. 17-cv-01825
Audet et al. v. Garza et al.	D. Conn., No. 3:16-cv-00940

<i>In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.)</i>	M.D. Fla., No. 3:15-md-02626
<i>Hyder et al. v. Consumers County Mutual Insurance Company</i>	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
<i>Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:19-cv-00248
<i>In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation</i>	D.S.C., MDL No. 2613, No. 6:15-MN-02613
<i>Liggio v. Apple Federal Credit Union</i>	E.D. Vir., No. 1:18-cv-01059
<i>Garcia v. Target Corporation (TCPA)</i>	D. Minn., No. 16-cv-02574
<i>Albrecht v. Oasis Power, LLC d/b/a Oasis Energy</i>	N.D. Ill., No. 1:18-cv-01061
<i>McKinney-Drobnis et al. v. Massage Envy Franchising</i>	N.D. Cal., No. 3:16-cv-06450
<i>In re: Optical Disk Drive Products Antitrust Litigation</i>	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
<i>Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:17-cv-00001
<i>In re: Kaiser Gypsum Company, Inc. et al. (Asbestos)</i>	Bankr. W.D. N.C., No. 16-31602
<i>Kuss v. American HomePatient, Inc. et al. (Data Breach)</i>	M.D. Fla., No. 8:18-cv-02348
<i>Lusnak v. Bank of America, N.A.</i>	C.D. Cal., No. 14-cv-01855
<i>In re: Premera Blue Cross Customer Data Security Breach Litigation</i>	D. Ore., No. 3:15-md-02633
<i>Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)</i>	N.D. Cal., No. 16-cv-00278
<i>Grayson et al. v. General Electric Company (Microwaves)</i>	D. Conn., No. 3:13-cv-01799
<i>Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company</i>	Sup. Ct. Cal., No. BC 579498
<i>Lashmbae v. Capital One Bank, N.A. (Overdraft)</i>	E.D.N.Y., No. 1:17-cv-06406
<i>Trujillo et al. v. Ametek, Inc. et al. (Toxic Leak)</i>	S.D. Cal., No.3:15-cv-01394
<i>Cox et al. v. Ametek, Inc. et al. (Toxic Leak)</i>	S.D. Cal., No. 3:17-cv-00597
<i>Pirozzi et al. v. Massage Envy Franchising, LLC</i>	E.D. Mo., No. 4:19-cv-00807
<i>Lehman v. Transbay Joint Powers Authority et al. (Millennium Tower)</i>	Sup. Ct. Cal., No. GCG-16-553758
<i>In re: FCA US LLC Monostable Electronic Gearshift Litigation</i>	E.D. Mich., MDL No. 2744 & No. 16-md-02744
<i>Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A., as part of In re: Checking Account Overdraft</i>	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
<i>Behfarin v. Pruco Life Insurance Company et al.</i>	C.D. Cal., No. 17-cv-05290
<i>In re: Renovate America Finance Cases (Tax Assessment Financing)</i>	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
<i>Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)</i>	N.D. Ill., No. 1:18-cv-07400

Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Vir., No. 3:19-cv-00049
Walters et al. v. Target Corp. (Overdraft)	S.D. Cal., No. 3:16-cv-01678
Jackson et al. v. Viking Group, Inc. et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation et al.	C.D. Cal., No. 2:13-cv-08833
Burrow et al. v. Forjas Taurus S.A. et al.	S.D. Fla., No. 1:16-cv-21606
Henrikson v. Samsung Electronics Canada Inc.	Ontario Super. Ct., No. 2762-16cp
In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
Rabin v. HP Canada Co. et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
Di Filippo v. The Bank of Nova Scotia et al. (Gold Market Instrument)	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
Adlouni v. UCLA Health Systems Auxiliary et al.	Sup. Ct. Cal., No. BC589243
Lloyd et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-01280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
Zaklit et al. v. Nationstar Mortgage LLC et al. (TCPA)	C.D. Cal., No. 5:15-cv-02190
In re: HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re: Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864
Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A., as part of In re: Checking Account Overdraft	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
Naiman v. Total Merchant Services, Inc. et al. (TCPA)	N.D. Cal., No. 4:17-cv-03806
In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
Parsons v. Kimpton Hotel & Restaurant Group, LLC (Data Breach)	N.D. Cal., No. 3:16-cv-05387
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-09924
Tashica Fulton-Green et al. v. Accolade, Inc.	E.D. Pa., No. 2:18-cv-00274
In re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222

<i>Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.</i>	S.D. Tex., No. 4:17-cv-03852
<i>Cowen v. Lenny & Larry's Inc.</i>	N.D. Ill., No. 1:17-cv-01530
<i>Martin v. Trott (MI - Foreclosure)</i>	E.D. Mich., No. 2:15-cv-12838
<i>Knapper v. Cox Communications, Inc. (TCPA)</i>	D. Ariz., No. 2:17-cv-00913
<i>Dipuglia v. US Coachways, Inc. (TCPA)</i>	S.D. Fla., No. 1:17-cv-23006
<i>Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (TCPA)</i>	N.D. Cal., No. 3:16-cv-05486
<i>First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.</i>	S.D. Ill., No. 3:13-cv-00454
<i>Raffin v. Medicredit, Inc. et al.</i>	C.D. Cal., No. 15-cv-04912
<i>Gergetz v. Telenav, Inc. (TCPA)</i>	N.D. Cal., No. 5:16-cv-04261
<i>Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)</i>	M.D. Tenn., No. 3:14-cv-01707
<i>Underwood v. Kohl's Department Stores, Inc. et al.</i>	E.D. Pa., No. 2:15-cv-00730
<i>Surrett et al. v. Western Culinary Institute et al.</i>	Ore. Cir., Cnty. of Multnomah, No. 0803-03530
<i>Vergara et al., v. Uber Technologies, Inc. (TCPA)</i>	N.D. Ill., No. 1:15-cv-06972
<i>Watson v. Bank of America Corporation et al.; Bancroft-Snell et al. v. Visa Canada Corporation et al.; Bakopanos v. Visa Canada Corporation et al.; Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)</i>	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
<i>In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)</i>	S.D. Fla., MDL No. 2599
<i>In re: Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)</i>	S.D. Fla., MDL No. 2599
<i>In re: Takata Airbag Products Liability Litigation (OEM – Ford)</i>	S.D. Fla., MDL No. 2599
<i>Poseidon Concepts Corp. et al. (Canadian Securities Litigation)</i>	Ct. of QB of Alberta, No. 1301-04364
<i>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</i>	C.D. Cal., No. 8:14-cv-02011
<i>Hale v. State Farm Mutual Automobile Insurance Company et al.</i>	S.D. Ill., No. 3:12-cv-00660
<i>Farrell v. Bank of America, N.A. (Overdraft)</i>	S.D. Cal., No. 3:16-cv-00492
<i>In re: Windsor Wood Clad Window Products Liability Litigation</i>	E.D. Wis., MDL No. 2688, No. 16-md-02688
<i>Wallace et al. v. Monier Lifetile LLC et al.</i>	Sup. Ct. Cal., No. SCV-16410
<i>In re: Parking Heaters Antitrust Litigation</i>	E.D.N.Y., No. 15-MC-00940
<i>Pantelyat et al. v. Bank of America, N.A. et al. (Overdraft / Uber)</i>	S.D.N.Y., No. 16-cv-08964

<i>Falco et al. v. Nissan North America, Inc. et al. (Engine – CA & WA)</i>	C.D. Cal., No. 2:13-cv-00686
<i>Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al. (ISDAfix Instruments)</i>	S.D.N.Y., No. 14-cv-07126
<i>Larson v. John Hancock Life Insurance Company (U.S.A.)</i>	Sup. Ct. Cal., No. RG16813803
<i>Larey v. Allstate Property and Casualty Insurance Company</i>	W.D. Kan., No. 4:14-cv-04008
<i>Orlander v. Staples, Inc.</i>	S.D.N.Y., No. 13-cv-00703
<i>Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)</i>	S.D. Fla., No. 1:17-cv-22967
<i>Gordon et al. v. Amadeus IT Group, S.A. et al.</i>	S.D.N.Y., No. 1:15-cv-05457
<i>Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.</i>	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311
<i>Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.</i>	E.D. Pa., No. 2:14-cv-04464
<i>Mahoney v. TT of Pine Ridge, Inc.</i>	S.D. Fla., No. 9:17-cv-80029
<i>Ma et al. v. Harmless Harvest Inc. (Coconut Water)</i>	E.D.N.Y., No. 2:16-cv-07102
<i>Reilly v. Chipotle Mexican Grill, Inc.</i>	S.D. Fla., No. 1:15-cv-23425
<i>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)</i>	D. Puerto Rico, No. 17-cv-04780
<i>In re: Syngenta Litigation</i>	4th Jud. Dist. Minn., No. 27-cv-15-3785
<i>T.A.N. v. PNI Digital Media, Inc.</i>	S.D. Ga., No. 2:16-cv-00132
<i>Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)</i>	N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
<i>McKnight et al. v. Uber Technologies, Inc. et al.</i>	N.D. Cal., No. 14-cv-05615
<i>Gottlieb v. Citgo Petroleum Corporation (TCPA)</i>	S.D. Fla., No. 9:16-cv-81911
<i>Farnham v. Caribou Coffee Company, Inc. (TCPA)</i>	W.D. Wis., No. 16-cv-00295
<i>Jacobs et al. v. Huntington Bancshares Inc. et al. (FirstMerit Overdraft Fees)</i>	Ohio C.P., No. 11CV000090
<i>Morton v. Greenbank (Overdraft Fees)</i>	20th Jud. Dist. Tenn., No. 11-135-IV
<i>Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al. (Overdraft Fees)</i>	Dist. Ct. Okla., No. CJ-2015-00859
<i>Klug v. Watts Regulator Company (Product Liability)</i>	D. Neb., No. 8:15-cv-00061
<i>Bias v. Wells Fargo & Company et al. (Broker’s Price Opinions)</i>	N.D. Cal., No. 4:12-cv-00664
<i>Greater Chautauqua Federal Credit Union v. Kmart Corp. et al. (Data Breach)</i>	N.D. Ill., No. 1:15-cv-02228
<i>Hawkins v. First Tennessee Bank, N.A. et al. (Overdraft Fees)</i>	13th Jud. Cir. Tenn., No. CT-004085-11

<i>In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)</i>	N.D. Cal., MDL No. 2672
<i>In re: HSBC Bank USA, N.A.</i>	Sup. Ct. N.Y., No. 650562/11
<i>Glasko v. Independent Bank Corporation (Overdraft Fees)</i>	Cir. Ct. Mich., No. 13-009983
<i>MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company</i>	11th Jud. Cir. Fla, No. 15-27940-CA-21
<i>In re: Lithium Ion Batteries Antitrust Litigation</i>	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
<i>Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.</i>	S.D. Fla., No. 14-cv-23120
<i>Small v. BOKF, N.A.</i>	D. Colo., No. 13-cv-01125
<i>Forgione v. Webster Bank N.A. (Overdraft Fees)</i>	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
<i>Swift v. BancorpSouth Bank, as part of In re: Checking Account Overdraft</i>	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
<i>Whitton v. Deffenbaugh Industries, Inc. et al. Gary, LLC v. Deffenbaugh Industries, Inc. et al.</i>	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634
<i>In re: Citrus Canker Litigation</i>	11th Jud. Cir., Fla., No. 03-8255 CA 13
<i>In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</i>	D.N.J., MDL No. 2540
<i>In re: Shop-Vac Marketing and Sales Practices Litigation</i>	M.D. Pa., MDL No. 2380
<i>Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.</i>	27 th Jud. D. Ct. La., No. 12-C-1599
<i>Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.</i>	27th Jud. D. Ct. La., No. 13-C-5380
<i>Russell Minoru Ono v. Head Racquet Sports USA</i>	C.D. Cal., No. 2:13-cv-04222
<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27th Jud. D. Ct. La., No. 13-C-3212
<i>Gattinella v. Michael Kors (USA), Inc. et al.</i>	S.D.N.Y., No. 14-cv-05731
<i>In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)</i>	Bankr. D. Del., No. 14-10979
<i>Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.</i>	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
<i>Kota of Sarasota, Inc. v. Waste Management Inc. of Florida</i>	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
<i>Steen v. Capital One, N.A., as part of In re: Checking Account Overdraft</i>	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
<i>Childs et al. v. Synovus Bank et al., as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>In re: MI Windows and Doors Inc. Products Liability Litigation (Building Products)</i>	D.S.C., MDL No. 2333
<i>Given v. Manufacturers and Traders Trust Company a/k/a M&T</i>	S.D. Fla., MDL No. 2036

Bank, as part of In re: Checking Account Overdraft	
Scharfstein v. BP West Coast Products, LLC	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., No. 1:12-cv-02871
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., No. 11-cv-06700
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 1:10-cv-10392
Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., MDL No. 2221, No. 11-md-2221
Wong et al. v. Alacer Corp. (Emergen-C)	Sup. Ct. Cal., No. CGC-12-519221
Mello et al. v. Susquehanna Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
In re: Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill., No. 09-cv-07666
Simpson v. Citizens Bank (Overdraft Fees)	E.D. Mich., No. 2:12-cv-10267
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5242-B
Simmons v. Comerica Bank, N.A., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
McGann et al., v. Schnuck Markets, Inc. (Data Breach)	Mo. Cir. Ct., No. 1322-CC00800
Rose v. Bank of America Corporation et al. (TCPA)	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
Johnson v. Community Bank, N.A. et al. (Overdraft Fees)	M.D. Pa., No. 3:12-cv-01405
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., No. 4:13-cv-00250
Price v. BP Products North America	N.D. Ill., No. 12-cv-06799
Yarger v. ING Bank	D. Del., No. 11-154-LPS
Glube et al. v. Pella Corporation et al. (Building Products)	Ont. Super. Ct., No. CV-11-4322294-00CP
Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056
Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)	Ark. Cir. Ct., No. 60CV03-4661
Williams v. SIF Consultants of Louisiana, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5244-C
Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.	27th Jud. D. Ct. La., No. 12-C-1599-C
Evans et al. v. TIN, Inc. et al. (Environmental)	E.D. La., No. 2:11-cv-02067
Casayuran v. PNC Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036

Anderson v. Compass Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Blahut v. Harris, N.A., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
In re: Zurn Pex Plumbing Products Liability Litigation	D. Minn., MDL No. 1958, No. 08-md-1958
Saltzman v. Pella Corporation (Building Products)	N.D. Ill., No. 06-cv-04481
In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)	E.D.N.Y., MDL No. 1720, No. 05-md-01720
RBS v. Citizens Financial Group, Inc., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Gessele et al. v. Jack in the Box, Inc.	D. Ore., No. 3:10-cv-00960
Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)	E.D. La., No. 05-cv-04191
Marolda v. Symantec Corporation (Software Upgrades)	N.D. Cal., No. 3:08-cv-05701
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)	E.D. La., MDL No. 2179
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic & Property Damages Settlement)	E.D. La., MDL No. 2179
Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)	Ont. Super. Ct., No. 00-cv-192059 CP
Nelson v. Rabobank, N.A. (Overdraft Fees)	Sup. Ct. Cal., No. RIC 1101391
Case v. Bank of Oklahoma, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Harris v. Associated Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Wolfgeher v. Commerce Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
McKinley v. Great Western Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Lawson v. BancorpSouth (Overdraft Fees)	W.D. Ark., No. 1:12-cv-01016
LaCour v. Whitney Bank (Overdraft Fees)	M.D. Fla., No. 8:11-cv-01896
Sachar v. Iberiabank Corporation, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Williams v. S.I.F. Consultants (CorVel Corporation)	27th Jud. D. Ct. La., No. 09-C-5244-C
Gwiazdowski v. County of Chester (Prisoner Strip Search)	E.D. Pa., No. 2:08-cv-04463
Williams v. Hammerman & Gainer, Inc. (SIF Consultants)	27th Jud. D. Ct. La., No. 11-C-3187-B

<i>Williams v. Hammerman & Gainer, Inc. (Risk Management)</i>	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (Hammerman)</i>	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Gunderson v. F.A. Richard & Assocs., Inc. (First Health)</i>	14th Jud. D. Ct. La., No. 2004-002417
<i>Delandro v. County of Allegheny (Prisoner Strip Search)</i>	W.D. Pa., No. 2:06-cv-00927
<i>Mathena v. Webster Bank, N.A., as part of In re: Checking Account Overdraft</i>	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
<i>Vereen v. Lowe's Home Centers (Defective Drywall)</i>	Ga. Super. Ct., No. SU10-cv-2267B
<i>Trombley v. National City Bank, as part of In re: Checking Account Overdraft</i>	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
<i>Schulte v. Fifth Third Bank (Overdraft Fees)</i>	N.D. Ill., No. 1:09-cv-06655
<i>Satterfield v. Simon & Schuster, Inc. (Text Messaging)</i>	N.D. Cal., No. 06-cv-02893
<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., No. 08-cv-02797
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., No. 3:07-cv-03018
<i>In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., No. 07-cv-08742
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14th Jud. D. Ct. La., No. 2004-002417
<i>Miller v. Basic Research, LLC (Weight-loss Supplement)</i>	D. Utah, No. 2:07-cv-00871
<i>In re: Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No. 1998
<i>Boone v. City of Philadelphia (Prisoner Strip Search)</i>	E.D. Pa., No. 05-cv-01851
<i>Little v. Kia Motors America, Inc. (Braking Systems)</i>	N.J. Super. Ct., No. UNN-L-0800-01
<i>Opelousas Trust Authority v. Summit Consulting</i>	27th Jud. D. Ct. La., No. 07-C-3737-B
<i>Steele v. Pergo (Flooring Products)</i>	D. Ore., No. 07-cv-01493
<i>Pavlov v. Continental Casualty Co. (Long Term Care Insurance)</i>	N.D. Ohio, No. 5:07-cv-02580
<i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i>	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>In re: Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., No. 05-cv-04182

Hilsoft-cv-147