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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

JENALE NIELSEN, individually and on behalf of others similarly situated,

Plaintiff,

vs.

WALT DISNEY PARKS AND RESORTS U.S., Inc., a Florida Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

PLAINTIFF'S NOTICE OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: October 16, 2023
Time: 8:30 a.m.
Judge: Hon. David O. Carter
Court: 9D

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NOTICE OF MOTION & MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

TO THE CLERK OF THE ABOVE-ENTITLED COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on October 16, 2023 at 8:30 a.m., or as soon thereafter as counsel may be heard, before the Honorable David O. Carter in Courtroom 9D located at 411 West Fourth Street, Santa Ana, California 92701, Plaintiff Jenale Nielsen will and does hereby move the Court for an order granting preliminary approval of the Parties' class-wide Settlement Agreement pursuant to Rule 23(e) of the Federal Rule of Civil Procedure. In addition to the Memorandum in support of the Motion, this Motion is supported by the Settlement Agreement, the Declaration of Nickolas J. Hagman, including Exhibits No. 1-3, the Declaration of Cameron R. Azari, and the proposed Order Granting Preliminary Approval. This Motion is also supported by the pleadings and papers on file in this matter, as well as upon such other matters to be filed, and that may be presented to the Court at the time of the hearing.

Dated: September 7, 2023 Respectfully submitted,

VENTURA HERSEY & MULLER, LLP

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

JENALE NIELSEN, individually and on behalf of others similarly situated,

Plaintiff,

vs.

WALT DISNEY PARKS AND RESORTS U.S., Inc., a Florida Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Hearing Date: October 16, 2023
Time: 8:30 A.M.
Judge: Hon. David O. Carter
Courtroom: 9D

Table of Contents

I. INTRODUCTION 1

II. FACTUAL AND PROCEDURAL BACKGROUND 1

III. THE SETTLEMENT TERMS 3

A. Proposed Settlement Class 3

B. Settlement Benefits – Monetary Relief 4

C. Class Notice and Settlement Administration 5

D. Attorneys' Fees and Expenses 6

E. Service Awards to Named Plaintiff 6

IV. LEGAL ARGUMENT 7

A. The Settlement Satisfies Rule 23(a). 8

1. The Settlement Class is Sufficiently Numerous. 8

2. The Settlement Class Satisfies the Commonality Requirement. 8

3. Plaintiff's Claims and Defenses are Typical. 10

4. Plaintiff is an Adequate Settlement Class Representative. 10

B. The Requirements of Rule 23(b)(3) are Met for Purposes of Settlement. 11

C. The Court Should Preliminarily Approve the Settlement. 13

1. The Strength of Plaintiff's Case 14

2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation. 16

3. The Risk of Maintaining Class Action Status Through Trial 17

4. The Amount Offered in Settlement 18

5. The Extent of Discovery Completed and the Stage of Proceedings 20

6. The Experience and Views of Counsel 21

7. Governmental Participants. 21

8. The Reaction of the Settlement Class to the Settlement 21

9. **Lack of Collusion Among the Parties** **21**

10. **The Settlement Treats Settlement Class Members Equitably** **22**

D. **The Court Should Approve the Proposed Notice Program** **23**

E. **Appointment of the Settlement Administrator** **25**

F. **Appointment of Settlement Class Counsel** **25**

V. **CONCLUSION** **25**

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2
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Table of Authorities

Cases

Ahl-E-Bait Media, Inc. v. Jadoo TV, Inc., No. 12-cv-05307,
2013 WL 11324312 (C.D. Cal. Apr. 16, 2013) 15

Aikens v. Malcom Cisneros, 2019 WL 3491928 (C.D. Cal. July 31, 2019) 9, 11

Amchem Prods., Inc. v. Windsor, 521 U.S. 591 (1997) 7, 8, 13

Bravo v. Gale Triangle, Inc., 2017 WL 708766 (C.D. Cal. Feb. 16, 2017) 18, 19

Campos v. Converse, Inc., 2022 WL 4099756 (C.D. Cal. Aug. 15, 2022) 23

Class Plaintiffs v. City of Seattle, 955 F.2d 1268 (9th Cir. 1992) 7

Chester v. TJX Cos., No. 5:15-cv-01437-ODW(DTB),
2017 WL 6205788 (C.D. Cal. Dec. 5, 2017) 16

Cohorst v. BRE Props., No. 3:10-CV-2666-JM-BGS,
2011 WL 7061923 (S.D. Cal. Nov. 9, 2011) 22

Dennis v. Kellogg Co., No. 09-cv-1786-L(WMc)
2013 WL 6055326 (S.D. Cal. Nov. 14, 2013) 16

Eisen v. Carlisle & Jacquelin, 417 U.S. 156 (1974) 24

Ellis v. Costco Wholesale Corp., 657 F.3d 970 (9th Cir. 2011) 8, 10, 18

Feller v. Transamerica Life Ins. Co.,
2017 WL 6496803 (C.D. Cal. Dec. 11, 2017) 9, 12

Flinn v. FMC Corp., 528 F.2d 1169, (4th Cir. 1975) 18

Franklin v. Kaypro Corp., 884 F.2d 1222 (9th Cir. 1989) 14

G.F. v. Contra Costa Cty., No. 13-CV-03667-MEJ,
2015 WL 4606078 (N.D. Cal. July 30, 2015) 22

Grimm v. American Eagle Airlines, Inc., No. LA CV 11-00406 JAK (MAN),
2014 WL 1274376 (C.D. Cal. Sept. 24, 2014) 17

Hanlon v. Chrysler Corp., 150 F.3d 1011 (9th Cir. 1998) 9, 10, 11, 13, 14

Hudson v. Libre Technology Inc., No. 3:18-cv-1371-GPC-KSC,
2020 WL 2467060, (S.D. Cal. May 13, 2020) 23

Hughes v. Microsoft Corp., 2001 WL 34089697, (W.D. Wash. Mar. 26, 2001) 21

In re Bluetooth Headset Prods. Liab. Litig.,
654 F.3d 935 (9th Cir. 2011) 14, 21

1 *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liability Litig.*,
2 55 F.3d 768 (3d Cir. 1995) 17
3 *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539 (9th Cir. 2019).......... 11, 24
4 *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454 (9th Cir. 2000) 6
5 *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373 (9th Cir. 1995).......... 21
6 *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078 (N.D. Cal. 2007) 23
7 *In re Toys "R" Us-Del., Inc. FACTA Litig.*, 295 F.R.D. 438, 450 (C.D. Cal. 2014).......... 22
8 *Just Film, Inc. v. Buono*, 847 F.3d 1108 (9th Cir. 2017).......... 10, 13
9 *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).......... 16, 19
10 *MacRae v. HCR Manor Care Services, LLC*, 14-cv-00715,
2018 WL 8064088, at *4 (C.D. Cal. Dec. 10, 2018).......... 8, 9, 10
11
Menagerie Prods.v. Citysearch, 2009 WL 3770668, (C. D. Cal. Nov. 9, 2009) 12
12
Meyer v Portfolio Recovery Associates, 707 F.3d 943 (9th Cir. 2012).......... 10
13
Mier v. CVS Pharm., Inc., 2021 WL 3468951 (C.D. Cal. Apr. 29, 2021) 10
14
Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.,
15 221 F.R.D. 523 (C.D. Cal. 2004).......... 17, 20, 21
16 *Norton v. Maximus, Inc.*, 2017 WL 1424636 (D. Idaho Apr. 17, 2017) 21
17 *Officers for Justice v. Civil Serv. Comm'n of City & Cty. of S.F.*,
688 F.2d 615, 628 (9th Cir. 1982) 18, 19
18
Pauley v. CF Ent., 2020 WL 5809953 (C.D. Cal. July 23, 2020).......... 6
19
Phillips Petroleum Co. v. Shutts, 472 U.S. 797 (1985) 24
20
Powers v. Eichen, 229 F.3d 1249 (9th Cir. 2000) 6
21
Reyes v. Experian Info. Sols., Inc., No. SACV1600563AGAFMX,
22 2020 WL 466638 (C.D. Cal. Jan. 27, 2020).......... 13
23 *Rigo Amavizca v. Nutra Mfg., LLC*, 2021 WL 682113,
(C.D. Cal. Jan. 27, 2021) 9
24
Smith v. Am. Greetings Corp., 2016 WL 362395,
25 (N.D. Cal. Jan. 29, 2016).......... 23
26 *Staton v. Boeing Co.*, 327 F.3d 938
(9th Cir. 2003) 14
27
28

Tyson Foods, Inc. v. Bouaphakeo, 136 S. Ct. 1036 (2016) ... 12

Vandervort v. Balboa Capital Corp., 2013 WL 12123234 (C.D. Cal. Nov. 20, 2013) ... 20

Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338 (2011) ... 8

Williams v. Gerber Prod. Co., 552 F.3d 934 (9th Cir. 2008) ... 15

Yahoo Mail Litig., 2016 WL 4474612(N.D. Cal. Aug. 25, 2016) ... 6

Statutes

Federal Rule of Civil Procedure 23 ... passim

Californa Civ. Code § 1770 ... 15

Other Authorities

Newberg on Class Actions (4th ed. 2002) ... 7, 17, 20, 21,

Manual for Complex Litigation (Fourth) ... 7, 8, 22

Moore's Federal Practice (Third) ... 20

1
I. INTRODUCTION

2 Plaintiff Jenale Nielsen ("Plaintiff") moves this Court to preliminarily approve
3 a class action settlement with Defendant Walt Disney Parks and Resorts U.S., Inc.
4 ("WDPR" or "Disney") that confers substantial relief to all Settlement Class
5 Members. The Settlement is fair, reasonable, and adequate, and secures substantial
6 benefits to the Class, without the delay and risks associated with trial and potential
7 appeals.

8 Under the Settlement, all Settlement Class Members who do not submit valid
9 and timely Requests for Exclusion will automatically receive an equal payment from
10 the $9,500,000.00 Settlement Fund, approximately $67.41, without having to fill out
11 a claim form. Further, after the initial distribution of payments, if the amount
12 remaining in the Settlement Fund (after any unredeemed checks expire, and after the
13 amounts for notice, administration, Class Counsel's fees, and a service award for the
14 Class Representative) is greater than $10.00 per Settlement Class Member, each
15 Settlement Class Member will receive a second *pro rata* payment. This excellent
16 result was reached with the assistance of a highly qualified mediator and guarantees
17 relief for all 103,435 Settlement Class Members. (Declaration of Nickolas J. Hagman
18 ("Hagman Decl.") ¶ 14). Plaintiff requests that the Court preliminarily approve the
19 Parties' proposed settlement so notice may be provided to the proposed Settlement
20 Class.

21
II. FACTUAL AND PROCEDURAL BACKGROUND

22 Plaintiff initiated this class-action lawsuit to recover damages on behalf of
23 herself and all other purchasers of Disney's "Dream Key" pass. *See* Hagman Decl.,
24 ¶¶ 3-4. In 2021, Disney introduced a new annual pass program and began selling four
25 tiers of annual passes, collectively called "Magic Keys," that could be used for entry
26 into Disney's California theme parks. *Id.* at ¶¶ 4-5. Unlike Disney's prior annual pass
27 program, which did not require advance reservations to use, each Magic Key pass
28

1 required pass holders to make an advance reservation to visit the parks. *Id.* Customers
2 who purchased Magic Key passes were entitled to make reservations to enter the
3 Disneyland and California Adventures theme parks without having to purchase tickets
4 for a period of one year from when their Magic Key passes were first used. *Id.* The
5 highest tier Magic Key pass sold in 2021 and was called the "Dream Key." Each
6 Dream Key cost $1,399.00. Hagman Decl. ¶ 5. In her operative complaint, Plaintiff
7 alleges that Disney promised that Dream Keys would provide "reservation-based
8 admission to one or both theme parks every day of the year," with "no blockout dates."
9 Hagman Decl. ¶¶ 5-6.
10 Plaintiff purchased a Dream Key pass, believing that her Dream Key pass
11 entitled her to access the parks every day of the year so long as the parks were not at
12 capacity and park reservations were available. Hagman Decl. ¶ 6; SAC ¶¶ 15-20.
13 After purchasing her pass, Plaintiff learned that she was unable to use the Dream Key
14 pass to make a reservation on some days, even when the parks were not at capacity
15 and general admission park reservations were listed as available on Disney's website.
16 *Id.* As alleged in her operative complaint, on numerous occasions, Plaintiff was unable
17 to use her pass to make reservations because her desired dates were "unavailable,"
18 despite Disney's website listing plenty of availability for daily ticket reservations. *Id.*
19 The operative complaint likewise alleges that other Dream Key purchasers
20 claimed to have experienced similar issues with their Dream Keys, complaining that
21 they were also unable to use their passes to secure reservations, even though
22 reservations were available for regular tickets on those same days. SAC ¶¶ 31-37.
23 In November 2021, Plaintiff initiated this action against WDPR in the Orange
24 County Superior Court. Hagman Decl. ¶ 3. The case was then removed to this Court
25 and, in April 2022, the Court denied in part WDPR's motion to dismiss. ECF No. 35;
26 Hagman Decl. ¶ 7. Thereafter, Plaintiff filed her Second Amended Complaint,
27 alleging violations of California's Consumer Legal Remedies Act ("CLRA"), Cal.
28

Civ. Code § 1750, *et seq.*, and asserting claims for breach of contract and breach of the implied covenant of good faith and fair dealing. ECF No. 41.

The parties then engaged in extensive fact and expert discovery. Hagman Decl. ¶¶ 13-16. Disney made comprehensive document productions, and the parties exchanged expert reports and rebuttal reports as to class certification. Hagman Decl. ¶¶ 14-22. The parties also took five depositions, including depositions of each party's expert witness. Hagman Decl. ¶¶ 16, 18, 21.

On April 24, 2023, Plaintiff moved for class certification. ECF No. 61. On May 31, 2023, WDPR opposed Plaintiff's class certification motion and simultaneously moved to exclude both Plaintiff's damage theory and her expert's testimony. ECF Nos. 67, 70. On July 7, 2023, Plaintiff replied in support of her motion for class certification, submitted a rebuttal expert report, and opposed WDPR's motion to exclude. ECF Nos. 72, 75. On July 14, 2023, WDPR filed its reply in support of its motion to exclude and filed a motion to exclude the rebuttal report of Plaintiff's expert. ECF Nos. 82, 83.

On July 19, 2023, the parties participated in a full-day mediation session with the Honorable Jay C. Gandhi (Ret.), which resulted in a settlement agreement in principle. Hagman Decl. ¶¶ 16-27. Thereafter, the parties worked diligently and cooperatively to convert their agreement into the comprehensive Settlement Agreement now before this Court. Hagman Decl. ¶ 28. The Settlement Agreement is attached to the Hagman Declaration as Exhibit 1.

III. THE SETTLEMENT TERMS

A. Proposed Settlement Class

The proposed Settlement will provide relief to the following proposed Settlement Class: "all Persons who purchased a Dream Key."[1] Agr. ¶ 1.33. The Dream

[1] Excluded from the proposed Class are (1) Disney, or any entity or division in which Disney has a controlling interest, and its legal representatives, offices, directors,

1 Key pass was sold from August 15, 2021, to October 25, 2021. The proposed
2 Settlement Class consists of 103,435 individual passholders. Hagman Decl. ¶ 14.

3 **B. Settlement Benefits – Monetary Relief**

4 The proposed Settlement provides that Disney will pay $9,500,000.00 into a
5 non-reversionary Settlement Fund that will be used to pay awards to Settlement Class
6 members, as well as Court-approved attorneys' fees and costs, an incentive award to
7 Plaintiff, and all costs and fees for Settlement notice and claims administration. Agr.
8 ¶ 1.35. Each Settlement Class member will receive an equal portion of the Settlement
9 Fund, after deductions for Court-approved attorneys' fees and costs, a service award
10 to Plaintiff, and costs of notice and claims administration. Agr. ¶ 1.35, ¶ 1.4, ¶ 2.2.
11 Settlement Class members will not need to submit a claim form in order to receive
12 payment, but will receive an email from the Settlement Administrator with
13 instructions to receive the payment electronically. Agr. ¶ 2.3. For email addresses that
14 are invalid or undeliverable, or if no selection for electronic payment is made, the
15 Settlement Administrator will mail a check to each such Settlement Class member's
16 last know mailing address. Agr. ¶ 2.3. Payments to Settlement Class members shall
17 be made within sixty (60) days following the entry of final judgment and the
18 resolution of all appeals, if any. Agr. ¶ 2.5. Further, if the amount remaining in the
19 Settlement Fund after the initial unredeemed checks expire exceeds $10.00 per
20 Settlement Class Member who redeemed the initial payment, then each Settlement
21 Class Member who redeemed the initial payment will receive a second *pro rata*
22 payment. Agr. ¶ 1.6.[2]

23

24 assigns, and successors; (2) the judge to whom this case is assigned and the Judge's immediate family and staff; and (3) governmental entities. Agr. ¶ 1.33.
25 [2] Following the expiration of unredeemed checks for the second round of payments
26 to Settlement Class Members, or if there is an insufficient amount in the Settlement Fund after the initial round of payments to pay at least $10.00 to each Settlement
27 Class Member, then the remaining amount of funds in the Settlement Fund will be distributed to a Cy Pres Designee approved by this Court. Agr. ¶ 2.6.
28

C. Class Notice and Settlement Administration

Notice will be provided to the Settlement Class by emailing the Court-Approved Email Notice (attached to the Settlement Agreement as Exhibit C) to the email address associated with Settlement Class Members' purchases of their Dream Keys. Agr. ¶ 4.1(b). Additionally, the Court-Approved Short Notice (attached to the Settlement Agreement as Exhibit B) will be mailed to the postal addresses associated with the Settlement Class Members for whom Disney is unable to provide a valid email address, or for whom the email Notice bounced back to the Settlement Administrator. Agr. ¶ 4.1(c).

In addition to providing direct, individual notice to Settlement Class Members, the Settlement Administrator will also establish a settlement website where copies of relevant filings (including the Settlement Agreement, Court-Approved Notice forms, the operative Second Amended Complaint, motions for preliminary and final approval, the motion for attorneys' fees, and relevant Court orders) will be posted. The website will also permit Settlement Class Members to update their mailing addresses and submit Requests for Exclusion. Agr. ¶ 4.1(d).[3]

The notice documents are clear and concise and directly apprise Settlement Class members of all the information they need to know to make a claim or to opt-out or object to the proposed Settlement. Fed. R. Civ. P. 23(c)(2)(B). Moreover, Plaintiff has retained Epic, a nationally recognized and well-regarded class action settlement administrator, to serve as Settlement and Claims Administrator, subject to the Court's approval. Agr. ¶ 1.32. The Settlement Administrator has estimated that notice and administration costs will total approximately $147,547.00. Declaration of Cameron R. Azari, Esq. ("Azari Decl."), attached as Exhibit 4 to the Hagman Declaration.

[3] Additionally, the Settlement Agreement provides for additional means to provide notice so that at least 75% of the Settlement Class is notified of the Settlement. Agr. ¶ 4.1(e).

D. Attorneys' Fees and Expenses

Plaintiff will also separately seek an order from the Court awarding Class Counsel their reasonable attorneys' fees not to exceed $2,375,000. Agr. ¶ 8.1. This amount represents 25% of the value of this settlement. Agr. ¶ 8.1. In addition, Class Counsel will seek reimbursement of their reasonable costs and litigation expenses incurred. Agr. ¶ 8.1.

Class Counsel's fee request is well within the range of reasonableness for settlements of this nature and size. This Court recently stated that "25% [is] considered the benchmark" in the Ninth Circuit. *Pauley v. CF Ent.*, 2020 WL 5809953, at *3 (C.D. Cal. July 23, 2020), *citing Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000). In fact, the Ninth Circuit has found attorneys' fees awards of one-third of the fund to be reasonable. *See In re Mego Fin. Corp. Sec. Litig*., 213 F.3d 454, 463 (9th Cir. 2000) (affirming award of one-third of total recovery).

E. Service Awards to Named Plaintiff

Plaintiff in this case has been vital in litigating this matter and supports the proposed Settlement. Specifically, Plaintiff has searched for and produced documents, answered interrogatories, prepared for and traveled to and sat for a deposition, and has been in frequent contact with her attorneys to keep apprised of the status of proceedings and helped inform important decision making. Hagman Decl. ¶¶ 15-16. Plaintiff will separately petition the Court for an award of Five Thousand Dollars ($5,000) in recognition of the time, effort, and expense she incurred pursuing claims that benefited the Settlement Class. Agr. ¶ 8.3. This amount is presumptively reasonable and below amounts commonly awarded in settled class action cases. *See, e.g.*, *Pauley*, *supra,* 2020 WL 5809953, at *4 (this Court granted "class representative enhancement fees in the amount of $5,000 each to Plaintiffs," finding that amount to be "presumptively reasonable"); *Yahoo Mail Litig.*, 2016 WL

4474612, at *11 (N.D. Cal. Aug. 25, 2016) ("The Ninth Circuit has established $5,000.00 as a reasonable benchmark [for service awards].").

IV. LEGAL ARGUMENT

Plaintiff seeks approval of the proposed Settlement pursuant to Rule 23(e) of the Federal Rule of Civil Procedure, under which court approval is required. Courts follow a three-step procedure for approval of class action settlements: (1) preliminary approval of the proposed settlement; (2) dissemination of court-approved notice; and (3) a final fairness hearing where class members may be heard regarding the settlement and at which evidence may be presented regarding the settlement's fairness, adequacy, and reasonableness. *Manual for Complex Litig.* (Fourth) (2004) § 21.63.

Here, Plaintiff requests that the Court take the first step and grant preliminary approval of the Settlement Agreement. Federal courts strongly favor and encourage settlements, particularly in class actions where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit to the class. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (noting the "strong judicial policy that favors settlements, particularly where complex class action litigation is concerned"); *Newberg on Class Actions* § 11.41 (4th ed. 2002) (citing cases). In cases presented for both preliminary approval and class certification, the "judge should make a preliminary determination that the proposed class satisfies the criteria." *Manual for Complex Litigation* (Fourth) § 21.632; *see also Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997).

Plaintiff seeks certification of a proposed Settlement Class of 103,435 individuals and consisting of: "All persons who purchased a Dream Key." Agr. ¶ 1.33. Dream Keys were on sale from August 15, 2021 to October 25, 2021. As outlined below, because the class certification standards set forth in Rule 23(a) and (b)(3) are satisfied and the settlement is fair, reasonable, and adequate, the Court

should certify the proposed Class for settlement purposes and preliminarily approve the proposed Settlement.[4]

A. The Settlement Satisfies Rule 23(a).

Before assessing the parties' settlement, the Court should first confirm that the underlying Settlement Class meets the requirements of Rule 23(a). *See Amchem*, 521 U.S. at 620; *Manual for Complex Litig.* (Fourth), § 21.632. The requirements are well known: numerosity, commonality, typicality, and adequacy—each of which is met here. Fed. R. Civ. P. 23(a); *Ellis v. Costco Wholesale Corp*., 657 F.3d 970, 979–80 (9th Cir. 2011).

1. The Settlement Class is Sufficiently Numerous.

Courts find numerosity where there are so many class members as to make joinder impracticable. *See* Fed. R. Civ. P. 23(a)(1). Generally, courts will find numerosity is satisfied where a class includes at least 40 members. *MacRae v. HCR Manor Care Services, LLC*, 14-cv-00715, 2018 WL 8064088, at *4 (C.D. Cal. Dec. 10, 2018) (Carter J.). Numbering approximately 103,435 individuals, the proposed Settlement Class easily satisfies Rule 23's numerosity requirement. Joinder of the 103,435 individuals is clearly impracticable—thus the numerosity prong is satisfied.

2. The Settlement Class Satisfies the Commonality Requirement.

The Settlement Class also satisfies the commonality requirement, which is met where class members' claims "depend upon a common contention," of such a nature that "determination of its truth or falsity will resolve an issue that is central to the validity of each [claim] in one stroke." *Wal-Mart Stores, Inc. v. Dukes*, 564

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[4] While WDPR agrees that the class ought to be certified for settlement purposes, it maintains that no class could be certified for litigation purposes, for the reasons set out in its class certification opposition and associated motion to exclude Plaintiff's damages theory and expert testimony (*see* Dkt. 67, 70), and expressly reserves its right to contest class certification in the event the settlement is not finally approved (*see* Agr. ¶¶ 10.4(c), 10.5).

1 U.S. 338, 350 (2011); *see Saenz v. Lowe's Home Centers, LLC*, 2019 WL 1382968,
2 at *3 (C.D. Cal. Mar. 27, 2019) (noting that the Ninth Circuit has held that
3 "commonality only requires a significant question of law or fact"). "[T]he
4 requirements for finding commonality are minimal." *Rigo Amavizca v. Nutra Mfg.,*
5 *LLC*, 2021 WL 682113, at *6 (C.D. Cal. Jan. 27, 2021), *citing Hanlon v. Chrysler*
6 *Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998).

7 Plaintiff's and Settlement Class members' claims arise out of Disney's
8 uniform product, advertisements and representations, and policies and practices.
9 Several core, common issues exist, including: (1) the meaning of the terms "subject
10 to availability", "blockout dates," and/or "park reservations"; (2) whether Disney
11 promised Dream Key purchasers that they would be able to make reservations if park
12 reservations were available; (3) whether Disney prevented Dream Key passholders
13 from making reservations when park reservations were available; (4) whether
14 Disney interfered with Dream Key purchasers' ability to receive the benefit of the
15 contracts; and (5) whether Dream Key passes are "goods or services" under the
16 CLRA. Resolution of one or all of these common questions will affect all Class
17 members.

18 Because resolution of one or all of these common questions will affect all
19 Settlement Class members, Plaintiff has met the commonality requirement of Rule
20 23(a). *See, e.g.*, *Aikens v. Malcom Cisneros*, 2019 WL 3491928, at *4 (C.D. Cal.
21 July 31, 2019); *Feller v. Transamerica Life Ins. Co.*, 2017 WL 6496803, at *7 (C.D.
22 Cal. Dec. 11, 2017) (commonality satisfied for plaintiffs' breach of contract and
23 implied covenant claims); *MacRae v. HCR Manor Care Servs., LLC*, 2018 WL
24 8064088, at *5 (C.D. Cal. Dec. 10, 2018) (commonality satisfied for CLRA claims
25 where "class members were exposed to the same agreement and therefore allegedly
26 experienced the same misrepresentation and concealment . . .").
27
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3. Plaintiff's Claims and Defenses are Typical.

Plaintiff satisfies the typicality requirement because her claims are "reasonably coextensive with those of the absent class members." *See* Fed. R. Civ. P. 23(a)(3); *Meyer v Portfolio Recovery Assocs.*, 707 F.3d 1036, 1042 (9th Cir. 2012) (upholding typicality finding). Plaintiff alleges she purchased her Dream Key pass after having read and reviewed the same allegedly deceptive and misleading statements contained in Disney's Dream Key advertisements that were made available to all Settlement Class members who purchased Dream Key passes, which advertised that the passes provided access every day of the year without "blockout dates." *See Just Film, Inc. v. Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017) ("[I]t is sufficient for typicality if the plaintiff endured a course of conduct directed against the class."). Plaintiff's claims are typical because she and all Settlement Class members were subject to the same Magic Key reservation system and all Dream Keys were afforded the same level of access to reservations. Accordingly, the typicality requirement is satisfied. *See Mier v. CVS Pharm., Inc.*, 2021 WL 3468951, at *5 (C.D. Cal. Apr. 29, 2021) (typicality satisfied because plaintiff and the class were under the same belief that the statement on the label was true and were damaged because it was not true); *MacRae*, 2018 WL 8064088, at *6 (typicality satisfied because Plaintiff and class members all "received the admission statement on which the CLRA claim is based").

4. Plaintiff is an Adequate Settlement Class Representative.

Fourth, the adequacy requirement is satisfied where (1) there are no antagonistic or conflicting interests between named plaintiffs, their counsel, and the absent class members; and (2) the named plaintiffs and their counsel will vigorously prosecute the action on behalf of the class. Fed. R. Civ. P. 23(a)(4); *see also Ellis,* 657 F.3d at 985 (citing *Hanlon,* 150 F.3d at 1020).

Here, Plaintiff has no conflicts of interest with other Settlement Class

members, is subject to no unique defenses, and she and her counsel have vigorously prosecuted this case on behalf of the Class. Plaintiff is a member of the proposed Settlement Class who experienced the same injuries and seeks, like other Settlement Class members, compensation for Disney's allegedly deceptive and misleading statements, policies, and practices. As such, her interests and those of her counsel, are consistent with those of the proposed Settlement Class. *See Aikens*, 2019 WL 3491928, at *4 ("Again, Plaintiff's claims arise out of the same set of facts as the claims for the proposed Class. The Court finds no sign of potential conflict of interest between Plaintiff and the Class Members she seeks to represent. Accordingly, the Court concludes that Plaintiff is an adequate class representative.").

Further, counsel for Plaintiff have decades of combined experience vigorously litigating consumer class actions and are well-suited to advocate on behalf of the Class. *See* Hagman Decl. ¶¶ 30-32; *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 566 (9th Cir. 2019) (adequacy satisfied if plaintiffs and their counsel lack conflicts of interest and will prosecute the action vigorously on behalf of the class). Plaintiff and Class Counsel satisfy the adequacy requirement.

B. The Requirements of Rule 23(b)(3) are Met for Purposes of Settlement.

"In addition to meeting the conditions imposed by Rule 23(a), the parties seeking class certification must also show that the action is maintainable under Fed. R. Civ. P. 23(b)(1), (2) or (3)." *Hanlon*, 150 F.3d at 1022. Here, Plaintiff alleges that the Settlement Class is maintainable for purposes of settlement under Rule 23(b)(3), as common questions predominate over any questions affecting only individual members and class resolution is superior to other available methods for a fair and efficient resolution of the controversy. *Id.* In determining whether the "superiority" requirement is satisfied, a court may consider: (1) the interest of members of the class in individually controlling the prosecution or defense of separate actions;

1 (2) the extent and nature of any litigation concerning the controversy already
2 commenced by or against members of the class; (3) the desirability or undesirability
3 of concentrating the litigation of the claims in the particular forum; and (4) the
4 difficulties likely to be encountered in the management of a class action. Fed. R. Civ.
5 P. 23(b)(3).

6 Common questions predominate Plaintiff's breach of contract claim. The
7 Court previously determined that key common provisions in the form contract, such
8 as the phrases "subject to availability" and "blockout dates," are ambiguous. The
9 determination of meaning of ambiguous terms in a form contract requires the
10 examination of objective criteria, which is a common issue that will greatly inform
11 the resolution of the breach of contract claim. *See Menagerie Prods. v. Citysearh,*
12 2009 WL 3770668, *10 (C.D. Cal. Nov. 9, 2009) (if the language in form contract
13 was ambiguous, common issues predominate because the meaning would be
14 established on a classwide basis).

15 Common issues also predominate Plaintiff's implied covenant of good faith
16 and fair dealing claim. Whether Disney was vested with discretion, whether Disney
17 abused that discretion, and whether Disney interfered with Dream Key purchasers'
18 ability to obtain the benefits of the Dream Keys are common issues that will
19 predominate regarding the breach of implied covenant claim. *See Feller*, 2017 WL
20 6496803, *11-12 ("the duty of good faith and fair dealing is assessed under an
21 objective standard under California law, making this claim suitable for class
22 treatment"); *Menagerie Prods.*, 2009 WL 3770668, *11 (same).

23 Plaintiff's CLRA claim depends on whether Disney employed misleading and
24 deceptive statements to advertise its Dream Key passes. That question can be
25 resolved using the same evidence for all Settlement Class members, and thus is
26 precisely the type of predominant question that makes a class-wide settlement
27 appropriate. *See, e.g., Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045
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(2016) ("When 'one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) . . . .'") (citation omitted).

There is little doubt that resolving all Settlement Class members' claims through a single class action is superior to a series of individual lawsuits brought by each of the more than one hundred thousand Dream Key pass purchasers. "From either a judicial or litigant viewpoint, there is no advantage in individual members controlling the prosecution of separate actions. There would be less litigation or settlement leverage, significantly reduced resources and no greater prospect for recovery." *Hanlon*, 150 F.3d at 1023. Adjudicating individual actions here is impracticable: the amount in dispute for individual Settlement Class members is too small, the technical issues involved are too complex, and the required expert testimony and document review too costly. *See Just Film*, 847 F.3d at 1123.

Because Plaintiff seeks to certify a class in the context of a proposed settlement, this Court "need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial." *Amchem Prods*., *supra,* 521 U.S. at 620 (citation omitted). The proposed Settlement therefore meets the requirements of Rule 23(b)(3).

C. The Court Should Preliminarily Approve the Settlement.

Rule 23(e) provides that a proposed class action may be "settled, voluntarily dismissed, or compromised only with the court's approval." "[U]nder Rule 23(e)(1), the issue at preliminary approval turns on whether the Court 'will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.'" *Reyes v. Experian Info. Sols., Inc.*, 2020 WL 466638, at *1 (C.D. Cal. Jan. 27, 2020). If the parties make a sufficient showing that the Court will likely be able to "approve the proposal" and "certify the class for purposes

of judgment on the proposal," "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e).

The Court must determine "'whether a proposed settlement is fundamentally fair, adequate, and reasonable,' recognizing that '[i]t is the settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness.'" *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003) *quoting Hanlon*, *supra,* 150 F.3d at 1026. The Ninth Circuit has identified nine factors to consider in analyzing the fairness, reasonableness, and adequacy of a class settlement: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the views of counsel; (7) the presence of a governmental participant; (8) the reaction of the class members to the proposed settlement and; (9) whether the settlement is a product of collusion among the parties. *In re Bluetooth Headset Prods. Liab. Litig*., 654 F.3d 935, 946 (9th Cir. 2011); *see also Hanlon,* 150 F.3d at 1026.

In applying these factors, this Court should be guided foremost by the "overriding public interest in settling and quieting litigation[,]" which "is particularly true in class action suits . . . ." *Franklin v. Kaypro Corp*., 884 F.2d 1222, 1229 (9th Cir. 1989). Here, the relevant factors make clear that the negotiated settlement is fundamentally fair, reasonable, and adequate and should be preliminarily approved.

1. The Strength of Plaintiff's Case[5]

Plaintiff has built a strong case for liability under her breach of contract, breach of implied covenant, and CLRA claims. With respect to her breach of contract

[5] Disney does not agree with Plaintiff's characterization of the strength of her claims and reserves all rights to contest Plaintiff's claims on the merits if the settlement is not finally approved. *See* Agr. ¶¶ 10.4(c), 10.5.

claim, Plaintiff believes she will ultimately be able to offer evidence showing Disney breached its promise to provide Plaintiff and Dream Key purchasers with reservation-based access to the park every day of the year with no blockout dates, provided park reservations were available. Plaintiff believes that the evidence would establish that Disney limited the number of reservations available to Dream Key pass holders and restricted their ability to use their passes as advertised and promised. Such conduct prevented Plaintiff and other Dream Key purchasers from realizing the benefits of their bargains with Disney and constitutes a breach of contract.

Plaintiff also believes that she will be able to prove her claim that Disney breached the implied covenant of good faith and fair dealing. Plaintiff would show that instead of permitting passholders to receive the benefit of the contract (making a reservation every day of the year so long as park reservations were available) Disney significantly limited the reservations for Dream Key passholders, depriving Class members of the primary benefits of the pass. *See Ahl-E-Bait Media, Inc. v. Jadoo TV, Inc.*, No. 12-cv-05307, 2013 WL 11324312, *7-9 (C.D. Cal. Apr. 16, 2013) (implied covenant claim sufficiently pled alleging defendant exercised discretion in manner that deprived plaintiff of the benefit of the contract).

Plaintiff also states a claim under the CLRA, which prohibits "unfair methods of competition and unfair or deceptive acts or practices." Cal. Civ. Code § 1770. The CLRA is governed by the "reasonable consumer" test, which requires a plaintiff to "show that members of the public are likely to be deceived." *Williams v. Gerber Prod. Co.*, 552 F.3d 934, 938 (9th Cir. 2008) (internal citations omitted). Plaintiff would produce evidence demonstrating that the Dream Key pass provides access to services within the meaning of the CLRA, and that reasonable consumers were likely to be deceived by Disney's misleading and deceptive statements and representations contained in its Dream Key advertisements and terms and conditions. Disney's actions constitute a violation of the CLRA.

Plaintiff, however, also recognizes that success is not guaranteed. Plaintiff acknowledges that Disney has made substantive arguments regarding the appropriateness of classwide relief and the viability of Plaintiff's theory of damages. *See e.g.*, ECF No. 70 (WDPR's Reponses in Opposition to Plaintiff's Motion for Class Certification); ECF No. 67 (WDPR's Motion to Strike Plaintiff's Damages Theory and Expert Report); ECF No. 83 (WDPR's Motion to Strike the Plaintiff's Rebuttal Expert Report).

Plaintiff takes these arguments seriously and believes that the Settlement Agreement strikes the right compromise between risking a loss on class certification and at trial, with obtaining valuable relief for the Settlement Class. It is "plainly reasonable for the parties at this stage to agree that the actual recovery realized and risks avoided here outweigh the opportunity to pursue potentially more favorable results through full adjudication." *Dennis v. Kellogg Co*., 2013 WL 6055326, at *3 (S.D. Cal. Nov. 14, 2013). "Here, as with most class actions, there was risk to both sides in continuing towards trial. The settlement avoids uncertainty for all parties involved." *Chester v. TJX Cos*., 2017 WL 6205788, at *6 (C.D. Cal. Dec. 5, 2017). Given the substantial obstacles and risks inherent in consumer class actions, including class certification, summary judgment, and trial, the significant benefits the Settlement provides favor preliminary approval. Hagman Decl. ¶ 29.

2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

Class actions typically entail a high level of risk, expense, and complexity, which is one reason that judicial policy so strongly favors resolving class actions through settlement. *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998). If the parties were unable to resolve this case through settlement, continued litigation would be protracted and costly. Consumer class actions often take many years to resolve. Before ever approaching trial in this case, the Court would need to

rule on Plaintiff's class certification motion, and the pending motions to strike. The parties would further likely be required to litigate a Rule 23(f) appeal and brief summary judgment and *Daubert* motions. Significant work remains to be performed on this case, with likely post-trial activity to follow.

This case involves a proposed class of approximately 103,435 individuals (each of whom, Disney has argued, would individually need to establish proof of their expectations and unsuccessful attempts to access reservations). The case involves a complicated and technical factual overlay against a prominent and sympathetic Defendant. The proposed Settlement balances the costs of continued litigation, and the risk of adverse rulings for the Class at any of several stages of the litigation and potential for delay, against the obvious benefits of obtaining immediate relief that is fair and valuable to the Class. *See Newberg on Class Actions* § 11.50 ("In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results."); *accord Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004). Thus, this factor favors approval.

3. The Risk of Maintaining Class Action Status Through Trial

While the parties have briefed Plaintiff's Motion for Class Certification, the Court has not yet certified any class in this case. If this case were to proceed through trial, Plaintiff would encounter risks in obtaining and maintaining class certification. Defendant has opposed certification if the case proceeds. Thus, Plaintiff "necessarily risk[s] losing class action status." *Grimm v. Am. Eagle Airlines, Inc.*, 2014 WL 12746376, *10 (C.D. Cal. Sept. 24, 2014); *Acosta v. TransUnion, LLC*, 243 F.R.D. 377, 392 (C.D. Cal. 2007) ("The value of a class action 'depends largely on the certification of the class,' and [] class certification undeniably represents a serious risk for plaintiffs in any class action lawsuit"), *quoting In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liability Litig.*, 55 F.3d 768, 817 (3d Cir. 1995). While

1 Plaintiff is confident this case is appropriate for class certification and has marshaled
2 evidence in support of such a motion, class certification proceedings are
3 discretionary and it is by no means certain that this case will be certified as a class
4 action. *See*, *e.g.*, *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 987 (9th Cir. 2011).
5 If this case is not certified as a class action, class members would receive no relief.

6 **4. The Amount Offered in Settlement**

7 The value of the settlement favors approval. The proposed Settlement
8 *immediately* provides significant relief to Settlement Class members. Each
9 Settlement Class member is entitled to an equal share of the $9,500,00.00 Settlement
10 Fund, after payment of attorneys' fees, and notice and administration costs.

11 This Settlement provides substantial benefits for the Settlement Class and is
12 an excellent result. As Plaintiff argued in support of her Motion to Certify, the total
13 possible damages at trial for the putative Class claims is approximately $39 million.
14 ECF 62-6 at 26. That amount would represent a complete victory for the Class. At a
15 gross level, the proposed Settlement represents almost 25% of the possible trial
16 recovery. Plaintiff's expert determined that full damages for each potential class
17 member was $379.19. *See* ECF 62-2, at 26. Through the Settlement Agreement, each
18 Settlement Class Member will receive approximately $67.41. Although a successful
19 trial for Plaintiff would likely produce a better result, the proposed Settlement should
20 be approved because of the risk that Plaintiff might not succeed at trial, or even at
21 the class certification stage, and even if she does, likely appeals would follow. The
22 Settlement need not represent the best possible outcome in order to meet the fair,
23 reasonable and adequate standard. *See Officers for Justice v. Civil Serv. Comm'n of*
24 *City & Cty. of S.F.*, 688 F.2d 615, 628 (9th Cir. 1982) *citing Flinn v. FMC Corp.*,
25 528 F.2d 1169, 1173-74 (4th Cir. 1975).

26 Here, the Settlement Agreement achieves an outstanding result of
27 approximately 17% of full damages, without the risk of continued litigation, and
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1 without the need litigate this action through trial and appeals. *See, e.g.*, *Bravo v. Gale*
2 *Triangle, Inc.*, 2017 WL 708766, *10 (C.D. Cal. Feb. 16, 2017) (granting
3 preliminary approval of a settlement that provides class members with fourteen
4 percent of the maximum recovery).

5 As Disney has argued, a complete victory is far from certain. Dream Key
6 passholders actually visited the theme parks using their Dream Keys. Dream Key
7 passes, therefore, had *some* value and Class members received that value. Plaintiff
8 believes—and is prepared to prove at trial—that each Class member suffered
9 damages in the approximate amount of $379.19 each, which is the difference
10 between the price of a Dream Key pass and the actual value of the pass. Disney has
11 asked the Court to reject Plaintiff's damages model and to preclude her damage
12 claims from being presented to the jury. Even if Plaintiff is allowed to present her
13 damage theory to the jury, Disney will argue that each Dream Key pass was worth
14 the price paid by each Class member. It is possible that the Court could reject
15 Plaintiff's damage model, thereby preventing her case from proceeding on a
16 classwide basis. It is also possible that at trial, the jury may be unpersuaded by
17 Plaintiff's theory. It might award no damages or only partial damages. The range of
18 recovery for Class members is, therefore, anywhere from $379.19 per Class member
19 to no recovery at all. The Settlement appropriately balances the risks of further
20 litigation against the certainty of a material recovery for all Class members and
21 should be approved by the Court. *See Bravo*, 2017 WL 708766, *10.

22 Finally, given the difficulties and expenses Settlement Class members would
23 face to pursue individual claims, and the possibility that they might be unaware of
24 their claims, this settlement amount is appropriate. *Id.*; *Officers for Justice*, 688 F.2d
25 at 628.

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5. The Extent of Discovery Completed and the Stage of Proceedings

This factor requires an evaluation of whether "the parties have sufficient information to make an informed decision about settlement." *Linney*, 151 F.3d at 1239. "A settlement following sufficient discovery and genuine arms-length negotiation is presumed fair." *Nat'l Rural Telecomms.*, 221 F.R.D. 523, 527-28 (C.D. Cal. 2004). "A court is more likely to approve a settlement if most of the discovery is completed because it suggests that the parties arrived at a compromise based on a full understanding of the legal and factual issues surrounding the case." 5 *Moore's Federal Practice*, § 23.85[2][e] (Matthew Bender 3d ed.); *see also Newberg on Class Actions*, § 11.45 at 129.

Here, the parties have completed extensive formal written and oral discovery. Hagman Decl. ¶¶ 14-16. Disney produced approximately 24,472 pages of documents in response to Plaintiff's multiple requests for production including non-public information involving the Magic Key program and Dream Key Advertisements and the size and makeup of the Settlement Class. *Id.* Plaintiff conducted depositions of two of Disney's representatives, and Disney deposed the Plaintiff. Hagman Decl. ¶ 16. Plaintiff also produced approximately 677 pages of documents in response to Disney's requests. Hagman Decl. ¶ 15. Additionally, the parties exchanged expert reports and rebuttal reports in support of and in opposition to Plaintiff's motion for class certification and deposed the opposing party's respective expert. Hagman Decl. ¶¶ 17-22.

Accordingly, the parties are in the best position to evaluate the strengths and weaknesses of their claims and defenses and were well-equipped to negotiate the settlement agreement. *Id*. Because Plaintiff is well-informed about the strengths and weaknesses of this case, this factor favors preliminarily approving the Settlement. *See Vandervort v. Balboa Capital Corp.*, 2013 WL 12123234, at *6 (C.D. Cal. Nov.

1 20, 2013) (finding factor weighs in favor of preliminary approval where class
2 counsel propounded written discovery, took multiple depositions, and responded to
3 the defendant's written discovery requests).

4 **6. The Experience and Views of Counsel**

5 "Parties represented by competent counsel are better positioned than courts to
6 produce a settlement that fairly reflects each party's expected outcome in the
7 litigation." *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Class
8 Counsel have substantial experience litigating complex class cases of various types,
9 including consumer class actions such as this one. *See* Hagman Decl. ¶¶ 30-32.
10 Class Counsel endorse the Settlement without reservation. Hagman Decl., ¶ 29. A
11 great deal of weight is accorded to the recommendation of counsel, who are most
12 closely acquainted with the facts of the underlying litigation. *See, e.g., Norton v.*
13 *Maximus, Inc.*, 2017 WL 1424636, at *6 (D. Idaho Apr. 17, 2017); *Nat'l Rural*
14 *Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004. Thus, this
15 factor supports approval.

16 **7. Governmental Participants.**

17 There is no governmental participant in this matter.

18 **8. The Reaction of the Settlement Class to the Settlement**

19 Because notice has not yet been provided, this factor is not yet implicated.

20 **9. Lack of Collusion Among the Parties**

21 The proposed Settlement was not the result of collusion among the negotiating
22 parties. *See In re Bluetooth Headset Prods. Liability Litig.*, 654 F.3d 935, 947 (9th
23 Cir. 2011). Courts look to whether the proposed settlement is a product of arm's
24 length negotiations, performed by counsel well versed in the type of litigation
25 involved. *See Newberg on Class Actions* § 11.41 (a proposed settlement is entitled
26 to "an initial presumption of fairness" when the settlement has been "negotiated at
27 arm's length by counsel for the class"); *See Hughes v. Microsoft Corp.*, 2001 WL
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34089697, at *7 (W.D. Wash. Mar. 26, 2001) ("A presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced capable counsel after meaningful discovery.") *quoting Manual for Complex Litigation* (Third) § 30.42.

Here, there are no indicia of collusion in either the procedural elements of the settlement process or in the substance of the Settlement. The parties negotiated a substantial settlement, as outlined above, after significant arm's-length negotiations with the assistance of a skilled class action mediator, Hon. Jay C. Gandhi (Ret.). Hagman Decl. ¶ 26; *see*, *e.g.*, *In re Toys "R" Us-Del., Inc. FACTA Litig.*, 295 F.R.D. 438, 450 (C.D. Cal. 2014); *G.F. v. Contra Costa Cty.*, No. 13-CV-03667-MEJ, 2015 WL 4606078, at *13 (N.D. Cal. July 30, 2015) ("[T]he assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.") (internal quotations omitted); *see also Cohorst v. BRE Props*., 2011 WL 7061923, at *12 (S.D. Cal. Nov. 9, 2011) ("[V]oluntary mediation before a retired judge in which the parties reached an agreement-in-principle to settle the claims in the litigation are highly indicative of fairness . . . . We put a good deal of stock in the product of arms-length, non-collusive, negotiated resolution.").

Finally, the parties did not discuss or negotiate an award of attorneys' fees and have not reached any agreement regarding fees. Instead, Class Counsel will apply for an award of fees and costs concurrently with Plaintiff's request for final approval of the Settlement. Agr. ¶ 8.1. Because Class Counsel will only be paid from the same non-reversionary fund as members of the Settlement Class, Class Counsel had every reason to negotiate the largest fund possible. The settlement was carefully and thoughtfully negotiated and results in a fair outcome for Settlement Class members. This factor weighs in favor of preliminary approval of the proposed Settlement.

10. The Settlement Treats Settlement Class Members Equitably

Finally, Rule 23(e)(2)(D) requires that the proposed Settlement treat all class

members equitably. In determining whether this factor weighs in favor of approval, courts consider whether the proposed Settlement "improperly grant[s] preferential treatment to class representatives or segments of the class." *Hudson v. Libre Technology Inc.,* 2020 WL 2467060, *9 (S.D. Cal. May 13, 2020) (quoting *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007)).

Here, the proposed Settlement does not improperly discriminate between any segments of the Settlement Class. Plaintiff is seeking certification of a single class of Dream Key pass purchasers, and all members of the proposed Settlement Class are entitled to the same relief and are compensated in kind for the harm they suffered. All Settlement Class members will receive an equal *pro rata* share of the $9,500,000 Settlement Fund, after the deduction of the costs of notice, settlement administration, Plaintiff's Service Award, and Class Counsel's attorneys' fees and costs. Plaintiff will not receive preferential treatment or compensation disproportionate to the harm she suffered under this proposed Settlement. She is entitled to relief under the Settlement terms like any other Settlement Class member, and while the parties have not agreed on a service award for Plaintiff, she seeks only $5,000. *See Campos v. Converse, Inc.*, 2022 WL 4099756, at *7 (C.D. Cal. Aug. 15, 2022) (permitting service award to class representative in amount of $6,000 where he "vigorously participated" in the litigation); *see also Smith v. Am. Greetings Corp.*, 2016 WL 362395, at *10 (N.D. Cal. Jan. 29, 2016) (finding $5,000 service awards are "presumptively reasonable").

D. The Court Should Approve the Proposed Notice Program

Rule 23 requires that prior to final approval, the "court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1)(B). For classes certified under Rule 23(b)(3), "the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable

effort." Fed. R. Civ. P. 23(c)(2)(B). "The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means." *Id.* The "best notice practicable" means "individual notice to all members who can be identified through reasonable effort." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974); *see also Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Class settlement notices must present information about a proposed settlement simply, neutrally, and understandably and must describe the terms of the proposed class action settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard. *In re Hyundai & Kia Fuel Econ. Litig.*, *supra,* 926 F.3d at 567.

The proposed Notice satisfies these criteria, informing Settlement Class members of the substantive terms of the proposed Settlement, advising them of their options for opting out of or objecting to the proposed Settlement, and instructing them how to obtain additional information about the Settlement. The Notice forms are clear and concise and presented in plain English to ensure Settlement Class members are able to read and understand it.[6] Further, the parties have agreed to a robust notice program to be administered by a well-respected third-party class administrator, Epic, which will use all reasonable efforts to provide direct and individual notice to each potential Settlement Class member by direct-email notice and direct mail notice. Agr. ¶ 4.1.

All Class Members will have an opportunity to present their objections or to opt out. All Class Members will receive direct notice of the proposed settlement at their email and / or regular mail addresses. The proposed notice plan ensures that Settlement Class members' due process rights are amply protected. It should be approved by the Court.

[6] Additionally, information concerning the Settlement Agreement will be made available in Spanish. Agr. ¶ 4.1(d).

E. Appointment of the Settlement Administrator

The parties request the Court appoint Epic to serve as the Claims Administrator. Epic has successfully administered thousands of class action settlements, serviced hundreds of millions of class members, and distributed billions in settlement funds. Hagman Decl., Ex. 3 (Azari Decl.), ¶¶ 4-6. Notice and administration is expected to cost approximately $147,547.00 and will be paid out of the Settlement Fund. *Id.*, ¶ 34; Agr., ¶ 1.35.

F. Appointment of Settlement Class Counsel

Under Rule 23, "a court that certifies a class must appoint class counsel [who must] fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(1)(B). Courts generally consider the following attributes: the proposed class counsel's (1) work in identifying or investigating potential claims, (2) experience in handling class actions or other complex litigation, and the types of claims asserted in the case, (3) knowledge of the applicable law, and (4) resources committed to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i–iv).

Here, proposed Class Counsel have extensive experience prosecuting national consumer and other class actions and other complex cases. *See* Hagman Decl., ¶ 31-32, Exs. 2, 3 (Class Counsel's firm resumes). Accordingly, the Court should appoint Cafferty Clobes Meriwether & Sprengel LLP and Ventura Hersey & Muller LLP as Settlement Class Counsel.

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests this Court grant Plaintiff's Motion for Preliminary Approval of Class Action Settlement and enter the accompanying Order preliminarily approving the proposed Settlement.

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1 Dated: September 7, 2023 Respectfully submitted,

/s/ *Nickolas J. Hagman*

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the Proposed Class

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

JENALE NIELSEN, individually and on behalf of others similarly situated,

Plaintiff,

vs.

WALT DISNEY PARKS AND RESORTS U.S., Inc., a Florida Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

DECLARATION OF NICKOLAS J. HAGMAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Hearing Date: October 16, 2023
Time: 8:30 A.M.
Judge: Hon. David O. Carter
Courtroom: 9D

1 I, Nickolas J. Hagman, hereby declare as follows:
2 1. I am over 21 years of age and competent to testify to the facts set forth
3 in this Declaration based upon my personal knowledge.
4 2. I am a partner in the law firm Cafferty Clobes Meriwether & Sprengel
5 LLP ("Cafferty Clobes"), one of the proposed Settlement Class Counsel in this
6 Action. I submit this declaration in support of the Plaintiff's Motion for Preliminary
7 Approval of Class Action Settlement, as memorialized in the Class Action Settlement
8 (the "Settlement"). A true and correct copy of the fully-executed Settlement is
9 attached hereto as **Exhibit 1**.
10 3. Plaintiff Jenale Nielsen ("Plaintiff") filed a putative class action
11 complaint captioned *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc*., Case
12 No. 30-2021-01230857-CU-BT-CXC, in the Superior Court of California in the
13 County of Orange on November 9, 2021.
14 4. The action arose out of the new annual pass program introduced by
15 Defendant Walt Disney Parks and Resorts U.S., Inc. ("WDPR") in 2021. The new
16 program, called the "Magic Keys", consisted of four tiers of annual passes, each of
17 which required the pass holder to make a reservation in advance to visit either the
18 Disneyland or California Adventures theme parks. The reservation system for the
19 Magic Keys was different from the prior annual pass system, which did not require
20 advance reservations for pass holders to enter either of these theme parks.
21 5. The highest tier of Magic Keys sold in 2021 were called the "Dream
22 Key," which cost $1,399.00. Disney advertised the Dream Keys as providing a
23 "reservation-based admission to one or both theme parks every day of the year," with
24 "no blockout dates." *See* Second Amended Complaint ("SAC"), ECF No. 41, ¶ 10.
25 6. Plaintiff alleges that she purchased a Dream Key in September 2021.
26 Plaintiff further alleges that she purchased the Dream Key in reliance on Disney's
27 advertisements and representations that the Dream Key would allow her to make
28 reservations to Disney's theme parks with "no blockout dates" and that the Dream

Key would permit her to make a reservation every day of the year. SAC ¶ 15. Based on those representations, Plaintiff believed that the Dream Key entitled her to access the parks every day of the year, so long as the parks were not at capacity and park reservations were available. However, Plaintiff was often unable to use her pass to make reservations because the desired dates were unavailable to Dream Key purchasers, but were available to purchasers of daily tickets. SAC ¶¶ 16-20.

7. On December 15, 2021, WDPR removed the complaint to the United States District Court for the Central District of California. The case was captioned *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS, and was assigned to Hon. David O. Carter.

8. WDPR moved to dismiss the complaint on January 21, 2022. ECF No. 20.

9. Plaintiff filed an amended complaint on February 4, 2022. ECF No. 23.

10. WDPR moved to dismiss the amended complaint on March 4, 2022. ECF No. 27.

11. On April 6, 2022, the Court granted in part and denied in part WDPR's motion to dismiss. ECF No. 35.

12. Plaintiff filed her Second Amended Complaint, the operative complaint, on May 10, 2022. ECF No. 41. The SAC asserted claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and violation of the California Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1750, *et seq.*

13. On May 20, 2022, WDPR answered the SAC, ECF No. 42, and the Parties began discovery.

14. The parties exchanged extensive discovery. Plaintiff served her first set of Requests for Production and Interrogatories, on April 14, 2022, her second set of Requests for Production on October 26, 2022, and her third set of Requests for Production and second set of Interrogatories on January 20, 2023. In response to Plaintiff's discovery requests, WDPR produced 24,472 pages of documents, including

1 many voluminous data sets concerning all 103,435 Dream Key purchasers' usage of
2 their Dream Key passes, and non-public information involving the Magic Key
3 program and Dream Key Advertisements, the applicable insurance coverage, and the
4 size and makeup of the Settlement Class.

5 15. Plaintiff expended considerable effort preparing her responses and
6 objections to WDRP's Requests for Production of Documents and twenty (20)
7 Interrogatories, including producing approximately 677 pages of documents in
8 response to Disney's requests.

9 16. In addition to written discovery, the parties also conducted oral
10 discovery, including two Rule 30(b)(6) depositions of WDPR employees and
11 Plaintiff's deposition.

12 17. On April 24, 2023, Plaintiff filed her motion for class certification. ECF
13 No. 61. In support of the class certification motion, Plaintiff submitted a declaration
14 from Plaintiff's expert, Robert Mills. ECF No. 61-6.

15 18. On May 23, 2023, WDPR deposed Mr. Mills.

16 19. On May 31, 2023, WDPR responded to the motion for class certification,
17 and included a declaration from Rebecca Kirk Fair. ECF No. 70.

18 20. Also on May 31, 2023, WDPR filed a motion to strike both Plaintiff's
19 damage theory and the declaration of Mr. Mills. ECF No. 67.

20 21. Plaintiff deposed WDPR's expert, Ms. Kirk Fair, on June 27, 2023.

21 22. On July 7, 2023, Plaintiff filed her reply in support of the motion for
22 class certification, supported by a rebuttal declaration from Mr. Mills. ECF No. 75.
23 Plaintiff also filed her response in opposition to WDRP's motion to strike. ECF No.
24 72.

25 23. On July 14, 2023, WDPR filed its response in support of its motion to
26 exclude. ECF No. 82.

27 24. On July 14, 2023, WDPR also filed a motion to strike the rebuttal
28 declaration of Mr. Mills. ECF No. 82.

1 25. Meanwhile, in the Summer of 2023, counsel for WDPR and counsel for
2 Plaintiff began to discuss the potential for global resolution of the claims.
3 26. Counsel for WDPR and Plaintiff agreed to a mediation before Magistrate
4 Judge Jay Gandhi (ret.) of JAMS.
5 27. The Parties engaged the services of Judge Gandhi and scheduled
6 mediation for July 19, 2023. After a full-day mediation, the Parties reached an
7 agreement in principle on a class-wide resolution.
8 28. The Parties continued to negotiate the remaining material terms over the
9 following weeks, and eventually executed the Settlement Agreement on September 7,
10 2023.
11 29. Based on my experience in this case and in similar class litigation, I
12 respectfully and unequivocally recommend that this Court find that the proposed
13 Settlement is fair, reasonable, and adequate, and grant preliminary approval. I believe
14 that this settlement would be an excellent result for this Class of approximately
15 103,435 people, particularly at this stage of the litigation and when balanced against
16 the risks of continued litigation. I base this conclusion on extensive experience
17 litigating a wide variety of complex actions, including numerous consumer class
18 actions.
19 30. Cafferty Clobes is a leading, national class action firm with offices in
20 Chicago, Illinois and Media, Pennsylvania, and decades of experience leading and
21 handling complex consumer, antitrust, commodities, securities, employment and
22 other commercial class actions across the country. *See e.g.*, *In re Behr DeckOver*
23 *Marketing, Sales Practices, and Products Liability Litig.*, No. 17-cv-4464 (N.D. Ill.)
24 (uncapped settlement entitling class members to 75% of all documented repair costs);
25 *Sharp v. Watts Regulator Co.*, No. 8:16CV200, 2017 WL 1373860, at *3 (D. Neb.
26 Apr. 13, 2017 ($14 million settlement); *Klug v. Watts Regulator Co.*, No. 8:15CV61,
27 2017 WL 1373857, at *3 (D. Neb. Apr. 13, 2017) ($4 million settlement); *In re*
28 *Autoparts Antitrust Litig.*, MDL No. 2311 (E.D. Mich.) (representing Cafferty Clobes

1 on Plaintiffs' Discovery Committee in multidistrict litigation that has secured more
2 than $1.2 billion in settlements for affected vehicle owners); *Traxler v. PPG Indus.,*
3 *Inc.*, No. 15-cv-00912 (N.D. Ohio) ($6.5 million settlement in deck resurfacer class
4 action).

5 31. Cafferty Clobes also continues to represent consumers as lead counsel in
6 class cases throughout the county. *See e.g.*, *Barrett v. Apple, Inc.*, No. 20-cv-04812-
7 EJD, ECF No. 132 (N.D. Cal. Feb. 17, 2023) (appointing Nickolas J. Hagman and
8 Cafferty Clobes as Interim Co-Lead Class Counsel); *Squires v. Toyota Motor*
9 *Corporation*, No. 4:18-cv-00138-ALM (E.D. Tex.) (Cafferty Clobes serves as co-lead
10 counsel in an action arising from a defect in hundreds of thousands of vehicles); *In re*
11 *General Motors Air Conditioning Marketing and Sales Practices Litig.*, No. 4:17-cv-
12 12786-MFL-EAS, ECF No. 10 (E.D. Mich. Oct. 19, 2017) (appointing Cafferty
13 Clobes as co-lead counsel in MDL arising from defect in 3.7 million vehicles);
14 *Rudolph v. United Airlines, Inc.*, No. 1:20-cv-2142, ECF No. 27 (N.D. Ill. June 16,
15 2020) (appointing Cafferty Clobes co-lead counsel in action seeking refunds for flight
16 cancellations); *McAuliffe v. Vail Resorts, Inc.*, No. 1:20-cv-01121-RBJ, ECF 60 (D.
17 Colo. Oct. 15, 2020) (appointing Cafferty Clobes as interim lead counsel); *Squires v.*
18 *Toyota Motor Corporation*, No. 4:18-cv-00138-ALM (E.D. Tex.). Attached as
19 **Exhibit 2** is a true and correct copy of Cafferty Clobes' firm resume, which details
20 that experience.

21 32. Similarly, Ventura Hersey & Muller, LLP ("VHM") is a law firm
22 located in San Jose, California. Daniel J. Muller, a partner with VHM, has extensive
23 experience litigating class cases. He and VHM (and its predecessor firm) have been
24 appointed as class counsel in the following cases: *Messineo v Ocwen Loan Servicing,*
25 *LLC*, No. 5:15-cv-02076-BLF (N. D. Cal.) (appointed class counsel in nationwide
26 consumer Truth In Lending Act litigation.); *Ruffy v. Island Hospitality Management,*
27 *Inc.*, Case No. 16-CV-301473 (Santa Clara County Superior Court) (lead counsel in
28 unpaid overtime class action); *True v First Alarm Security & Patrol, Inc.*, Case No.

CV178284 (Santa Cruz County Superior Court) (appointed class counsel in wage and hour / living wage class action). Mr. Muller and VHM has also represented class defendants in the following matters: *Ledo v. Guillermo Prado, dba Dona Maria*, Case No. 17-CV-02393 LHK (N.D. Cal.) (defense counsel in wage and hour class action); *Diaz v. Heavenly Construction, Inc.*, Case No. 16-CV-295143 (Santa Clara County Superior Court) (defense counsel in piece-rate wage and hour litigation); and *Subia v. National Security Industries, Inc.* Case No. 12-CV-238683 (Santa Clara County Superior Court) (defense counsel in wage and hour litigation). Attached as **Exhibit 3** is a true and correct copy of VHM's firm resume.

33. The parties engaged Epic Systems, Inc. ("Epic") to serve as the Settlement Administrator, subject to the Court's approval. Epic is a nationally recognized class action settlement administrator, having served as a court-appointed administrator in thousands of class actions. *See* Declaration of Cameron R. Azari, Esq., attached hereto as **Exhibit 4**.

34. Epic estimates that notice and administration of the Settlement will cost approximately $147,547.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on September 7, 2023.

s/ Nickolas J. Hagman

Exhibit 1

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among (1) Plaintiff Jenale Nielsen; (2) the Settlement Class (defined below); and (3) Defendant Walt Disney Parks and Resorts U.S., Inc. ("Defendant" or "WDPR"). Ms. Nielsen and the Settlement Class are collectively referred to as "Plaintiffs" unless otherwise noted. Plaintiffs and WDPR are collectively referred to as the "Parties." This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. On November 9, 2021, Ms. Nielsen filed a putative class action complaint captioned *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 30-2021-01230857-CU-BT-CXC, in the Superior Court of California in the County of Orange.

B. In the complaint, Ms. Nielsen alleged that she purchased a Dream Key Pass, a Magic Key available through WDPR's Magic Key pass program, that allowed her to make reservations to Disneyland Resort theme parks with "no blockout dates," but that she was unable to make reservations for certain dates in November 2021. *See, e.g.*, Compl. ¶¶ 7-13. The complaint asserted, on behalf of a putative class, claims for breach of contract, negligent misrepresentation, concealment/nondisclosure, and violations of the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*), California False Advertising Law (Cal. Civ. Code § 17500, *et seq.*), and California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*). *Id.* ¶¶ 29-82. Ms. Nielsen sought damages, attorneys' fees and costs, and equitable relief. *Id.* at 16. Ms. Nielsen served WDPR with the complaint and summons on November 15, 2021.

C. On December 15, 2021, WDPR removed the complaint to the United States District Court for the Central District of California. The case was captioned *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS, and was assigned to Hon. David O. Carter.

D. WDPR moved to dismiss the complaint on January 21, 2022. Dkt. 20.

E. Ms. Nielsen filed an amended complaint on February 4, 2022. Dkt. 23.

F. WDPR moved to dismiss the amended complaint on March 4, 2022. Dkt. 27. By order dated April 6, 2022, the Court granted the motion to dismiss in part and denied the motion to dismiss in part. Dkt. 35.

G. Ms. Nielsen filed a second amended complaint on May 10, 2022. Dkt. 41. That complaint, which is the operative pleading, alleges the same and additional facts to those set forth in the amended complaint, and asserts claims for breach of contract and violation of the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*), on behalf of a class of consumers who purchased Dream Key passes.

H. WDPR answered the second amended complaint on May 20, 2022 (Dkt. 42), and the Parties began discovery.

I. During discovery, the Parties agreed to mediate the case before the Honorable Suzanne Segal (ret.) of Signature Resolutions. The Parties participated in a full-day mediation on September 19, 2022, but were unable to reach agreement.

J. Discovery continued. The Parties exchanged extensive written and document discovery, took depositions of multiple party witnesses, exchanged expert disclosures, and took depositions of experts tendered by each Party.

K. Ms. Nielsen moved for class certification on April 24, 2023. Dkt. 61. WDPR opposed the motion (Dkt. 70), and simultaneously moved to exclude both Ms. Nielsen's damages

theory and expert testimony (Dkt. 67). Ms. Nielsen replied in support of her motion for class certification (Dkt. 75), submitting with that reply a sur-rebuttal declaration from her expert. Ms. Nielsen also opposed WDPR's motion to exclude her damages theory and expert testimony (Dkt. 72). WDPR filed its reply in support of its motion to exclude (Dkt. 82), and also moved to exclude Ms. Nielsen's expert's rebuttal declaration (Dkt. 83).

L. Ms. Nielsen's motion to certify the class and WDPR's motion to exclude Ms. Nielsen's damages theory and expert report were set for a hearing on July 28, 2023. WDPR's motion to exclude Ms. Nielsen's expert's rebuttal declaration was set for a hearing on August 14, 2023.

M. The Parties agreed to mediate the case with the Honorable Jay Gandhi (ret.) of JAMS.

N. On July 19, 2023, the Parties participated in a full-day mediation with Judge Gandhi, reaching agreement in principle on a class action settlement.

O. WDPR has at all times denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action (defined below). WDPR believes that it would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, WDPR has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of WDPR or any of the Released Parties (defined below), with respect to

any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

P. Plaintiffs believe that the claims asserted in the Action against WDPR have merit and that they would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that WDPR has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims (defined below) be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and WDPR, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 "Action" means *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS, pending in the United States District Court for the Central District of California.

1.2 "Address Update Form" means the form by which Settlement Class Members shall update their mail or email address to receive payment. The Address Update Form will be available on the Settlement Website, accessible electronically only by use of the Settlement Class Member's PIN described in Paragraph 4.1 together with the Settlement Class Member's last name and zip code, and will be substantially in the form of Exhibit A hereto. A hard copy Address Update Form may be obtained from the Settlement Administrator. Settlement Class Members must submit an Address Update Form no later than sixty (60) days after the Notice Date. In the event a Settlement Class Member does not submit an Address Update Form, and has not submitted a Claim Form, the Settlement Class Member will receive a Cash Award via the process outlined in Paragraph 2.3 below.

1.3 "Alternate Judgment" means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.4 "Cash Award" means the equal cash compensation, payable by the Settlement Administrator from the Settlement Fund, that each Person in the Settlement Class who has not opted-out of the Settlement, shall be entitled to receive as calculated from the Net Settlement Fund.

1.5 "Class Counsel" means Ventura Hersey and Muller LLP and Cafferty Clobes Meriwether and Sprengel LLP.

1.6 "Class Representative" means the named Plaintiff in this Action, Jenale Nielsen.

1.7 "Court" means the United States District Court for the Central District of California, the Honorable David O. Carter presiding, or any judge who shall succeed him as the Judge in this Action.

1.8 "Cy Pres Designee" shall receive those funds represented by the Cash Award and/or the Supplemental Cash Award, if applicable, that are returned as undeliverable or remaining un-cashed for more than ninety (90) calendar days after the issuance, less the Settlement Administrator's costs for administering the Supplemental Cash Award. The identity of the Cy Pres Designee shall be mutually agreed upon by the Parties and submitted to the Court in a subsequent filing. The Settlement Administrator shall pay any such funds to the Cy Pres Designee within one-hundred eighty (180) days after the issuance of the Supplemental Cash Awards, if Supplemental Cash Awards are issued.

1.9 "Defendant" means Walt Disney Parks and Resorts U.S., Inc.

1.10 "Defendant's Counsel" means Wilmer Cutler Pickering Hale and Dorr LLP.

1.11 "Disneyland Resort" means Disneyland Park and Disney California Adventure.

1.12 "Dream Key" means the Dream Key pass sold as part of the Disneyland Resort Magic Key Pass program from August 25, 2021 through October 25, 2021. The term "Dream Key" refers to the pass and all of its associated rights, privileges, entitlements, and benefits.

1.13 "Effective Date" means the date ten (10) days after which all of the events and conditions specified in Paragraphs 1.16 and 9.1 have been met and have occurred.

1.14 "Escrow Account" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository

institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by WDPR into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.15 "**Fee Award**" means the amount of attorneys' fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.16 **"Final"** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

1.17 **"Final Approval Hearing"** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the service awards to the Class Representatives.

1.18 **"Final Judgment"** means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19 **"Notice"** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be made to Persons who may be members of the

Settlement Class substantially in the manner set forth in this Agreement as described in Paragraphs 4.1(b), 4.1(c) and 4.1(d) below, which is approved by the Court and consistent with the requirements of Due Process, Rule 23, and is substantially in the form of Exhibits B, C, and D hereto.

1.20 **"Notice Date"** means the date by which the Email Notice set forth in Paragraph 4.1(b) is complete, which shall be no later than thirty (30) days after Preliminary Approval.

1.21 **"Objection/Exclusion Deadline"** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date stated in the Notice and no earlier than sixty (60) days after the Notice Date, or such other date as ordered by the Court. Class Counsel shall file papers supporting the requested Fee Award with the Court and posted to the settlement website listed in Paragraph 4.1(d) no later than fourteen (14) days before the Objection/Exclusion Deadline.

1.22 "**Opt-Out"** means a Settlement Class Member (i) who timely submits a properly completed and executed request for exclusion; and (ii) who does not rescind that request for exclusion before the end of the Opt-Out Period. To opt out, a Settlement Class Member must deliver to the Settlement Administrator a fully complete and properly executed written request for exclusion, under Paragraph 4.5 of this Settlement Agreement, that is postmarked or submitted through the settlement website before the Objection/Exclusion Deadline.

1.23 **"Person"** shall mean, without limitation, any 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, and any business or legal entity and their spouses, heirs, predecessors,

successors, representatives, or assigns. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.24 **"Plaintiffs"** means Jenale Nielsen and the Settlement Class Members.

1.25 **"Preliminary Approval"** means the Court's preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.26 **"Preliminary Approval Order"** means the Order preliminarily approving the Settlement Agreement and directing notice thereof to Persons who may be in the Settlement Class. A proposed order will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs' motion for preliminary approval of the Agreement.

1.27 **"Released Claims"** means any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, and all other legal responsibilities in any form or nature against the Released Parties, including but not limited to, all claims relating to or arising out of any state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way allegedly related to the Dream Key, including but not limited to the marketing, purchase, performance, and execution of the Dream Key program and any visits to the Disneyland Resort using the Dream Key, and including but not limited to all claims that were brought or could have been brought in the Action. Released Claims shall not include the right of any Settlement Class Member or any of the Releasing Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.28 **"Released Parties"** means Walt Disney Parks and Resorts U.S., Inc. (WDPR), as well as any and all of WDPR's current, former, and future predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants,

independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships, and corporations. Each of the Released Parties is a "Released Party."

1.29 "Releasing Parties" means Ms. Nielsen and Settlement Class Members, and all of their respective present or past heirs, executors, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

1.30 "**Service Award**" means such amounts as may be awarded by the Court to Ms. Nielsen for her service as the Class Representative.

1.31 "Settlement Administration Expenses" means all fees charged by the Settlement Administrator and expenses incurred by the Settlement Administrator in connection with its administration of this Settlement, including but not limited to fees and expenses incurred in providing Notice, responding to inquiries from members of the Settlement Class, ascertaining amounts of and paying Cash Awards from the Settlement Fund, handling any unclaimed funds, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.32 "Settlement Administrator" means Epic Systems, Inc., or such other reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund, overseeing the distribution and publication of Notice, handing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.33 "Settlement Class" means all purchasers of the Dream Key. Excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) Defendant; (3) Persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

1.34 "Settlement Class Member" means a Person who falls within the definition of the Settlement Class as set forth above and who has not been excluded from the Settlement Class.

1.35 "Settlement Fund" means the non-reversionary fund that shall be established by or on behalf of WDPR in the total amount of nine million five hundred thousand dollars ($9,500,000.00 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any service awards to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees, or expenses approved by the Court. The "**Net Settlement Fund**" is the amount remaining in the Settlement Fund after payment of a Fee Award to Class Counsel, Settlement Administration Expenses (including an allowance for

anticipated fees and expenses to be incurred after issuance of Cash Awards), any service award to the Class Representative, and any other costs, fees, or expenses approved by the Court. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of WDPR's monetary obligations under this Agreement. The payment of the sums into the Settlement Fund by WDPR fully discharges all of WDPR's and the other Released Parties' monetary obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Class Member, or any other Person, under this Agreement. In no event shall WDPR's total monetary obligation with respect to this Agreement exceed nine million five hundred thousand dollars ($9,500,000.00 USD), and in no event shall the Settlement Fund or any portion thereof revert to WDPR.

1.36 "Supplemental Cash Award" means a second payment sent to certain Settlement Class Members, structured as follows: Those funds represented by the Cash Award checks that are returned as undeliverable or remain un-cashed for more than ninety (90) days after their issuance will return to the Settlement Fund. Settlement Class Members who cashed their initial Cash Award checks and Settlement Class Members who opted to receive the Cash Award electronically, shall then receive a second payment in an amount equal to the funds represented by the un-cashed initial Cash Award, less the Settlement Administrator's costs for administering the Supplemental Cash Award, divided equally among the total number of Settlement Class Members who cashed their initial Cash Award or received their Cash Award

electronically, provided that the amount is sufficient to permit a Supplemental Cash Award payment of at least $10 per Settlement Class Member. The Notice shall inform Settlement Class Members of their potential eligibility to receive a Supplemental Cash Award.

1.37 "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties 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, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF.

2.1 WDPR shall pay or cause to be paid into the Escrow Account the amount of the Settlement Fund ($9,500,000.00), specified in Paragraph 1.35 of this Agreement, less any

amounts previously invoiced and paid by WDPR to the Settlement Administrator for work in accordance with Paragraphs 5.1 and 5.3, within seven (7) business days after the Effective Date.

2.2 Each Settlement Class Member will receive a Cash Award from the Net Settlement Fund. A Settlement Class Member does not need to submit a Claim Form in order to receive payment. The Cash Award for each Settlement Class Member will be calculated by dividing the Net Settlement Fund by the number of Persons in the Settlement Class, as determined by the Settlement Administrator based on the Potential Class List to be provided by WDPR, and excluding Settlement Class Members who submit a valid request for exclusion.

2.3 **Payments to Settlement Class Members.** The Settlement Administrator will send emails to Settlement Class Members whose email address are available in the Class List providing them an opportunity to select from multiple digital payment options, such as Venmo, Paypal or Automated Clearing House ("ACH") transfer, or Settlement Class members can choose to receive a payment by check. If no email is available, the email sent is undeliverable, or Settlement Class Members do not make a selection, payment will be made by check to their last known mailing address. Settlement Class members may update their email or mail addresses by visiting the Settlement website to provide their updated information by completing an Address Update Form. The Notice will inform Settlement Class Members of the ability to receive a Cash Award by Check or by electronic means, such as Venmo, PayPal, or ACH transfer.

2.4 Address Update Forms must be timely submitted by the Claim Deadline to be considered.

2.5 Payments to Settlement Class Members shall be made by the Settlement Administrator within sixty (60) days after the Effective Date.

2.6 All Cash Awards issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance. To the extent that a check issued to a Settlement Class Member is returned to the Settlement Administrator as undeliverable or not cashed within ninety (90) days after the date of issuance, or to the extent there are any remaining funds in the Net Settlement Fund after distribution of all Cash Awards and Settlement Administration Expenses, such funds shall be paid by the Settlement Administrator within thirty (30) days after the ninety (90) day period has expired, as a Supplemental Cash Award, provided that the amount is sufficient to permit a Supplemental Cash Award of at least $10 per Settlement Class Member; otherwise the funds will be tendered to the Cy Pres Designee. Supplemental Cash Awards will be negotiable for ninety (90) days. Those funds represented by the Supplemental Cash Award that are returned as undeliverable or remain un-cashed after ninety (90) days after the date of issuance will return to the Settlement Fund and be distributed by the Settlement Administrator to the Cy Pres Designee.

2.7 All Settlement Class Members who fail to timely deposit or cash the Cash Award within the time frames set forth herein, or such other period as may be ordered by the Court or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the Settlement Agreement but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *List of Potential Settlement Class Members*. No later than fourteen (14) days from the execution of this Settlement Agreement, WDPR shall use reasonable efforts to produce an electronic list from its records that includes the names, postal addresses, and email addresses associated with the Dream Key passes of Settlement Class Members to the extent available. These records shall be called the "Potential Class List," and shall be provided to the Settlement Administrator for the purpose of giving notice to the potential Settlement Class Members and for calculating the Cash Awards to Settlement Class Members and shall not be used for any other purpose. For purposes of identifying and communicating with individual Settlement Class Members, the Settlement Administrator shall assign each person on the Potential Class List a personal identification number.

(b) *Direct Notice via Email.* No later than thirty (30) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit C to all potential Settlement Class Members for whom a valid email address is included in the Potential Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, if possible, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

(c) *Direct Notice via U.S. Mail*. Fourteen (14) days following the issuance of Email Notice to Settlement Class Members as described in Paragraph 4.1(b), above, the

Settlement Administrator shall send notice substantially in the form attached as Exhibit B via First Class U.S. Mail to the address associated with the Dream Key pass of all potential Settlement Class Members for whom WDPR was unable to provide an email address, or for whom the email notice "bounced back" and the Settlement Administrator was unable to successfully re-send the email, as described in Paragraph 4.1(b), above.

(d) *Settlement Website*. No later than thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available settlement URL (such as, for example, www.dreamkeysettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator and shall provide Settlement Class Members with the ability to submit Address Update Forms. Copies of this Settlement Agreement, the long-form Notice, the operative complaint, the motions for preliminary and final approval and other pertinent documents and Court filings and orders pertaining to the Settlement (including the motion for attorneys' fees upon its filing), shall be provided on the Settlement Website. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto. The Settlement Administrator shall also make available on the Settlement Website the long-form Notice in Spanish.

(e) *Additional Notice*. If the Notice Plan described in the preceding Paragraphs 4.1(b) and 4.1(c) does not achieve a minimum level of 75% reach, or is not approved by the Court as complying with all Due Process requirements, the Parties, in conjunction with the Settlement Administrator, shall develop and seek approval by the Court of such supplemental notice as is necessary to achieve a minimum level of 75% reach or satisfy the Court that all Due Process requirements are satisfied. Such additional notice, if necessary, shall be funded from the Settlement Fund with no additional financial contribution by WDPR.

(f) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator, on behalf of WDPR, shall cause to be served upon the Attorneys General of each U.S. State or territory in which, based on a preliminary Potential Class List, Settlement Class members reside, and the Attorney General of the United States, notice of the proposed settlement as required by law.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service (or by operation of the Court's CM/ECF system) to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must file the objection with the Court, which must be personally signed by the objector, and must include: (1) the objector's name, address and telephone number; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating

whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). Settlement Class Members who file objections are still entitled to receive benefits under the Settlement and are bound by the Settlement if it is approved. Any Settlement Class Member who fails to comply with the requirements for objecting in this Paragraph shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. Any Settlement Class Member who fails to object in this manner will be deemed to have waived any objections.

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

4.5 A Person in the Settlement Class may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing (a) his/her name, address and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a Person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Action, such as a trustee, guardian, or Person acting under a power of attorney; (c) the name and number of the case (*Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS); and (d) a statement that he or she

unequivocally wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. A Class Member is not entitled to submit both a request for exclusion and an objection. If a Class Member submits both a request for exclusion and an objection, the Settlement Administrator will send a letter (and email if email address is available) explaining that the Class Member may not make both of these requests, and asking the Class Member to make a final decision as to whether to opt-out or object and inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the Class Member does not respond to that communication by letter postmarked or email sent within 10 days after the Settlement Administrator's letter was postmarked (or by the objection deadline, whichever is later), the Class Member will be treated as having opted out of the Class, and the objection will not be considered, subject to the Court's discretion. A Person who submits a request for exclusion may rescind the request for exclusion by sending a written statement to the Settlement Administrator before the end of the Opt-Out Period stating that the Person rescinds their request to be excluded. A list of Persons in the Settlement Class who have

opted out shall be provided to and approved by the Court in connection with the motion for final approval of the Settlement.

4.6 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice Date.

4.7 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to notices to attorneys general, class notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis; and

(b) Receive objections and requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any objections, exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

5.2 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from Class Counsel or any Settlement Class Member.

5.3 At least twenty-eight (28) days before the Final Approval hearing, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a declaration containing information concerning Notice, administration, and implementation of the Settlement Agreement, the number of Settlement Class Members who submitted a timely and valid opt-out request, and a summary of the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members.

5.4 WDPR, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective

designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.5 The Parties agree that the Settlement Fund is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation Section 1.468B-1 and that the Settlement Administrator as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund, without further order of the Court. In addition, Class Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this Paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. Defendant, other Released Parties, and Defendant's Counsel shall have no liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Settlement Fund.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.2-9.3 below, WDPR or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within

twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternate Judgment, as defined in Paragraph 1.3 of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2 In the event that more than 5% of the Settlement Class Members exercise their right to opt-out of the settlement, WDPR will have the right to declare the settlement void in its entirety upon notice to Class Counsel within ten (10) days of the Settlement Administrator providing a report showing that more than 5% of Settlement Class Members have opted-out of the settlement.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Within seven (7) days after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel, the Class Representative, and the Settlement Administrator; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice for dissemination substantially in the form of Exhibits B, C, D, and E hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent

in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

7.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) certify the Settlement Class or reaffirm such certification if the Settlement Class was certified in the Preliminary Approval Order, and approve or reaffirm the appointment of Class Counsel, the Class Representatives and the Settlement Administrator;

(c) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(d) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and

sufficient notice to all persons entitled to receive notice; and (4) meets 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;

(e) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(f) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(g) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(h) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(i) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(j) incorporate any other provisions not materially inconsistent with this Settlement Agreement, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARDS.

8.1 The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant,

to limit their request for attorneys' fees to no more than twenty-five percent (25%) of the Settlement Fund (*i.e.* $2,375,000). Class Counsel may seek reimbursement of their reasonable costs and litigation expenses incurred. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. The Parties agree that any award of attorneys' fees, costs and expenses are committed to the sole discretion of the Court within the limitations set forth in this Paragraph. If the Court chooses, in its sole discretion, to award attorneys' fees and costs and service awards that are lower than the amounts sought in the motion to be filed by Class Counsel, this Agreement shall remain fully enforceable. Class Counsel shall file any motion for attorneys' fees, costs and expenses and Class Representative service awards no later than fourteen (14) days before the deadline for objections to the Settlement, and a copy of the motion shall be placed on the Settlement Administrator's website.

8.2 The Fee Award shall be payable by the Settlement Administrator within fourteen (14) business days after the Effective Date. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer to Class Counsel, in accordance with wire instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to W-9 forms. Upon payment of the attorneys' fees, costs and expenses as awarded by the Court, Class Counsel shall release and forever discharge the Released Parties from any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees, costs or expenses incurred in the Action. Class Counsel agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this Paragraph are their sole and exclusive

responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

8.3 The Class Representative shall request to be paid a service award in the amount of five thousand Dollars ($5,000) from the Settlement Fund, in addition to any recovery pursuant to this Settlement Agreement and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such award shall be paid from the Settlement Fund (in the form of a check to the Class Representatives that is sent care of Class Counsel), within fourteen (14) business days after the Effective Date. If the Court chooses, in its sole discretion, to make an award to the Class Representative that is lower than the amount sought in the motion to be filed by Class Counsel, or if the Court chooses to make no such award, this Agreement shall remain fully enforceable. In order to receive such payment, the Class Representative must provide, sufficiently in advance of the deadline for the Settlement Administrator to process such payment, a W-9 form and such other documentation as may reasonably be required by the Settlement Administrator. The Class Representative agrees that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by her, or any tax liens that may be imposed, on any sums paid to her pursuant to this Paragraph are her sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

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

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

(a) The Parties, Class Counsel, and WDPR have executed this Agreement;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 9.3 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties, except that any attempted termination of this Agreement after the Preliminary Approval Order is entered will not take effect without an order of the Court, and this Agreement may not be terminated after the Final Judgment is entered without an order of the Court vacating the Final Judgment or an order of any appellate court reversing or vacating the

Final Judgment. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the service award set forth in Paragraph 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 or 9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be vacated by the Court, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to

assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement Fund or the Fee Award (except in connection with seeking approval of the Settlement in the Action), or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in Defendant's best interests;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each

and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

10.6 No person or entity shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the

Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.7 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.8 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.9 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.10 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.11 Except as otherwise provided herein, each Party shall bear its own costs.

10.12 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

10.13 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take

appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

10.14 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.15 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.16 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement. Any disputes between the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court for resolution.

10.17 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to its conflict of laws provisions.

10.18 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.19 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Nickolas J. Hagman, Cafferty Clobes Meriwether & Sprengel LLP,

135 S. LaSalle St., Suite 3210, Chicago, Illinois 60603, Daniel J. Muller, Ventura Hersey & Muller, LLP, 1506 Hamilton Avenue, San Jose, California 95125, and Alan Schoenfeld, Wilmer Cutler Pickering Hale and Dorr LLP, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007.

10.20 The Parties are not precluded from making statements or responding to press or other inquiries about the Settlement, so long as all statements are consistent with the terms of the Settlement. Class Counsel and Plaintiffs' Counsel are permitted, in connection with their law firm websites, biographies, brochures, and firm marketing materials, future declarations regarding counsel's experience, and/or in speaker biographies, to state that it served as Class Counsel in this Action and to communicate basic facts about the Settlement, including the Settlement Fund amount.

10.21 All persons involved in the Settlement will be required to keep confidential any personal identifying information of Class Members, and any otherwise nonpublic financial information of WDPR. Any documents or nonpublic information provided by WDPR to Class Counsel or Plaintiffs must be destroyed within 30 days of the Settlement Administrator completing the issuance of all settlement payments, except insofar as Class Counsel shall have the right to retain any work product and, in the case of pleadings submitted to the Court, any exhibits to such pleadings.

10.22 WDPR may communicate with Class Members in the ordinary course of its operations. WDPR will refer inquiries regarding this Agreement and administration of the Settlement to the Settlement Administrator or Class Counsel.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 9/7/2023

JENALE NIELSEN

DocuSigned by:

By: Jenale Nielsen
07FFB519C7FA495...

Jenale Nielsen, individually and as representative of the Class

Dated: ____________

WALT DISNEY PARKS AND RESORTS U.S., INC.

By:___________________________

Name: Clark Jones

Title: Senior Vice President and Assistant Secretary, Walt Disney Parks and Resorts U.S., Inc.

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: 9/7/2023

VENTURA HERSEY AND MULLER LLP

DocuSigned by:

By: Daniel Muller
299BE2A0D5994C0...

CAFFERTY CLOBES MERIWETHER AND SPRENGEL LLP

DocuSigned by:

By: Bryan L. Clobes
7AE45BD8DD274B7...

Class Counsel, Attorneys for Class Representative and the Settlement Class

IT IS SO AGREED TO BY THE PARTIES:

Dated: ____________

JENALE NIELSEN

By:___________________________

Jenale Nielsen, individually and as representative of the Class

Dated: 9/7/2023

WALT DISNEY PARKS AND RESORTS U.S., INC.

By: Clark Jones

Name: Clark Jones

Title: Senior Vice President and Assistant Secretary, Walt Disney Parks and Resorts U.S., Inc.

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: ____________

VENTURA HERSEY AND MULLER LLP

By: ______________________________

CAFFERTY CLOBES MERIWETHER AND SPRENGEL LLP

By: ______________________________

Class Counsel, Attorneys for Class Representative and the Settlement Class

Exhibit A

Disneyland Dream Key Pass Settlement

In the United States District Court for the Central District of California
(Case No. 8:21-cv-02055-DOC-ADS)

Address Update Form

You are receiving this form because you purchased a Dream Key Pass from Walt Disney Parks & Resorts U.S., Inc. ("WDPR"). A class action lawsuit was filed against WDPR asserting contract and consumer protection claims about the Dream Key Pass. WDPR denies those claims. The Parties entered into a class action settlement and have requested Court approval. If the Settlement is approved by the Court, you will be entitled to compensation as part of the settlement. If the Settlement is approved, Payment will be made to all individuals who purchased a Dream Key Pass. You will receive an email to your last known email address from noreply@epiqpay.com and you can select from multiple popular digital payment options such as Venmo, PayPal or ACH transfer or to receive a payment by check. If no email is available, the email sent to you is undeliverable, or you do not make a selection, payment will be made by check to your last known mailing address.

Please complete this form by [DATE], if you wish to update your email or mail address.

You are not required to complete this form in order to receive a payment. If you do not complete this form, and if the Court approves the Settlement, you will receive your share of the Settlement Fund as described above. This form is simply to update your email and/or mailing address.

Provide the Unique ID located on your Notice email or postcard: ____________________

OPTION ONE: RECEIVE ELECTRONIC PAYMENT

Confirm your email address below and an email will be sent from noreply@epiqpay.com to the email address you provide, prompting you to elect your method of payment. Electronic payment methods, including Venmo, Paypal and ACH will be available, or you can elect to receive a check. Please ensure you have provided a current and complete email address.

Email Address for Payment Election Notification: _________________________________

OPTION TWO: RECEIVE CASH PAYMENT BY CHECK

If you need to update your name or address to receive a check, provide the information below:

Claimant's First Name: __________ MI: _____ Last Name: ________________________
Address 1 (street name and number): ____
Address 2 (apartment, unit, suite or box number): ___________________________________
City: __________________ State: ____________ Zip Code: __________________

Signature: ________________________ **Date**: __________________

Return this form to the following address, postmarked no later than [DATE]:
[SETTLEMENT ADMIN]

Exhibit B

If you purchased a Dream Key annual Pass to the Disneyland Resort, you may be eligible for a payment from a class action settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A Settlement has been reached in a class action lawsuit concerning Dream Key annual passes to the Disneyland Resort sold by Walt Disney Parks and Resorts U.S., Inc. ("WDPR"). The lawsuit claims WDPR made misrepresentations in marketing of the Dream Key pass and breached its contracts with Dream Key pass holders when it promised purchasers that they could make reservations to access Disney's Disneyland Park and California Adventure Park with "no blockout dates" and whenever park reservations were available but failed to provide Dream Key passholders with access to park reservations as promised. Disney denies all of the claims and denies any liability or wrongdoing.

WHO IS INCLUDED? Disney's records show you likely are a member of the Settlement Class. The Settlement Class includes all persons who purchased a Dream Key, which were sold by WDPR between August 25, 2021 and October 25, 2021.

SETTLEMENT BENEFITS. If approved, the Settlement will provide a Cash Award to all Class members. Class members will receive an equal share from a proposed $9,500,000.00 Settlement Fund, after deductions for attorneys' fees, costs, and expenses, a service award to the Representative Plaintiff, and settlement administration costs. To accept the Settlement and receive payment from the Settlement Fund, **Settlement Class Members do not have to do anything**. Upon final approval of the Settlement, the Settlement Administrator will send an email to each Class Member's last known email address prompting Settlement Class members to elect a method of payment. Popular electronic payment options such as Venmo and PayPal will be available, or Settlement Class members can elect a check. If no payment election is made, or if email addresses are unavailable or unable to be delivered, the Settlement Administrator will **automatically** mail a check to each Settlement Class Member's last known mailing address. Mailed checks will expire after 90 days. After the checks expire, a supplemental payment may be made to Settlement Class Members.

OTHER OPTIONS. If you do nothing, you will remain in the Class, and you will be bound by the decisions of the Court and give up your rights to sue Disney for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by [**Month Day, 2023**]. If you stay in the Settlement, you may object to it by [**Month Day, 2023**]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website below or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On [**DATE**], the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees of $2,375,000, costs and expenses, and an incentive award of $5,000 for the Representative Plaintiff. The Motion for attorneys' fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

www.XXXXXXXXX.com	1-XXX-XXX-XXXX

All capitalized terms in this notice are defined in the Settlement Agreement

Exhibit C

CLASS ACTION SETTLEMENT NOTICE

IF YOU PURCHASED A DREAM KEY ANNUAL PASS TO THE DISNEYLAND RESORT YOU MAY BE ELIGIBLE FOR A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

Your Class Member ID is: ________

For more information, visit www.xxxxxxxx.com

A Settlement has been reached in a class action lawsuit concerning Dream Key annual passes sold to the Disneyland Resort by Walt Disney Parks and Resorts U.S., Inc. ("WDPR"). The lawsuit claims WDPR made misrepresentations in marketing the Dream Key pass and breached its contracts with Dream Key pass holders when it promised purchasers that they could make reservations to access to Disney's Disneyland Park and California Adventure Park with "no blockout dates" and whenever park reservations were available but failed to make reservations as promised. Disney denies all of the claims and denies any liability or wrongdoing.

WHO IS INCLUDED? Disney's records show you likely are a member of the Settlement Class. The Settlement Class includes all persons who purchased a Dream Key, which were sold by WDPR between August 25, 2021 and October 25, 2021.

SETTLEMENT BENEFITS. If approved, the Settlement will provide a Cash Award to all Class members. Class members will receive an equal share from a proposed $9,500,000.00 Settlement Fund, after deductions for attorneys' fees, costs, and expenses, a service award to the Representative Plaintiff, and settlement administration costs. To accept the Settlement and receive payment from the Settlement Fund, **Settlement Class Members do not have to do anything**. Upon final approval of the Settlement, the Settlement Administrator will send an email to each Class Member's last known email address from noreply@epicpay.com and you will be provided an opportunity to select from multiple popular digital options such as Venmo, PayPal and ACH transfer, or you can choose to receive a check. If email is unavailable or is undeliverable, or you do not select a form of digital payment, the Settlement Administrator will **automatically** mail a check to your last known mailing address. If you need to update your email or mailing address, you can visit the Settlement website below to complete the Address Update Form. A supplemental payment may be made to Settlement Class Members after the mailed checks expire.

OTHER OPTIONS. If you do nothing, you will remain in the Class, and you will be bound by the decisions of the Court and give up your rights to sue Disney for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by [**Month Day, 2023**]. If you stay in the Settlement, you may object to it by [**Month Day, 2023**]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website below or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On [**DATE**], the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses of $2,375,000, and an incentive award of $5,000 for the Representative Plaintiff. The Motion for attorneys' fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

Legal Notice: A Court authorized this Notice. This is not solicitation from a lawyer.

www.XXXXXXXXX.com 1-XXX-XXX-XXXX

Exhibit D

If you purchased a Dream Key annual pass to the Disneyland Resort, you may be eligible for a payment from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached with Walt Disney Parks and Resorts U.S., Inc. ("WDPR" or "Disney") in a class action lawsuit about WDPR's Dream Key annual passes.
- The proposed Settlement resolves a lawsuit brought on behalf of persons who allege that WDPR breached contractual promises made to Dream Key purchasers and violated the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*) by failing to make certain park reservations available to Dream Key passholders and misrepresenting the availability of park access, despite promising that purchase of a Dream Key pass allowed purchasers to make reservations with "no blockout dates" and whenever park reservations were available.
- The Settlement includes all persons who purchased a Dream Key, which were sold by WDPR between August 25, 2021 and October 25, 2021.
- The Settlement provides payments to all persons who purchased a Dream Key.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	To accept the Settlement and receive payment from the Settlement Fund, ***you do not have to do anything***. If the Court approves the Settlement, the Settlement Administrator will send an email to your last known email address from noreply@epiqpay.com and you will be provided an opportunity to select from multiple popular digital payment options such as Venmo, PayPal or ACH transfer, or you can choose to receive a payment by check. If no email is available, the email sent to you is undeliverable, or you do not make a selection, payment will be made by check to your last known mailing address.
Ask to be Excluded	You may exclude yourself from the Settlement. If you do so, you will **not** receive any cash payment. This is the only option that allows you to retain the right to sue Disney over the claims resolved by this Settlement. You must exclude yourself by [**DATE**].
Object	If you do not ask to be excluded, you may write to the Court about why you do not like the Settlement. You must object by [**DATE**].

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.......... Page 3
1. Why was this Notice issued?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?.......... Page 3
5. How do I know if I am included in the Settlement?
6. What if I am not sure whether I am included in the Settlement?

THE SETTLEMENT BENEFITS.......... Page 4
7. What does the Settlement provide?

HOW TO GET BENEFITS.......... Page 5
8. How do I get benefits?

REMAINING IN THE SETTLEMENT.......... Page 4
9. Do I need to do anything to remain in the Settlement?
10. What am I giving up as part of the Settlement?

EXCLUDING YOURSELF FROM THE SETTLEMENT.......... Page 5
11. If I exclude myself, can I get a payment from this Settlement?
12. If I do not exclude myself, can I sue Disney for the same thing later?
13. How do I exclude myself from the Settlement?

THE LAWYERS REPRESENTING YOU.......... Page 5
14. Do I have a lawyer in this case?
15. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.......... Page 6
16. How do I tell the Court that I do not like the Settlement?
17. What is the difference between objecting and asking to be excluded?

THE COURT'S FAIRNESS HEARING.......... Page 7
18. When and where will the Court decide whether to approve the Settlement?
19. Do I have to attend the hearing?
20. May I speak at the hearing?

GETTING MORE INFORMATION.......... Page 8
21. How do I get more information?

BASIC INFORMATION

1. Why was this Notice issued?

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

Judge David O. Carter of the United States District Court for the Central District of California is overseeing this case. The case is known as *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 8:21-cv-02055-DOC-ADS. The person who sued, Jenale Nielsen, is called the Plaintiff. Disney is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Disney misrepresented the features of its Dream Key pass by marketing it as having "no blockout dates" and that Dream Key passholders would be able to make reservations for Disney's California theme parks whenever park reservations were available. The lawsuit asserts claims for breach of contract and violation of the California Consumer Legal Remedies Act based on Disney's alleged misrepresentations and alleges that Dream Key passholders were not provided with access to park reservations as promised. The lawsuit seeks compensation for purchasers of Dream Key passes.

Disney denies all of the Plaintiff's claims and denies all liability and any wrongdoing.

3. Why is this lawsuit a class action?

In a class action, one or more people called "Representative Plaintiffs" sue on behalf of all people who have similar claims. All of these people together are the "Class" or "Class Members." In this case, the Representative Plaintiff is Jenale Nielsen. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial. The Representative Plaintiff and her attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that Disney did anything wrong.

WHO IS IN THE SETTLEMENT?

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

If you received a notice by postcard or email about the settlement, you are probably a member of the Settlement Class. You are a member of the Settlement Class if you purchased a Dream Key.

Specifically excluded from the Settlement Class are: (i) Disney and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement

Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) the attorneys representing the Parties in the Litigation.

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

If you are not sure whether you are included in the Settlement, you may call [INSERT PHONE #] with questions or visit [INSERT WEBSITE]. You may also write with questions to [INSERT CLAIMS ADMINISTRATOR MAILING INFORMATION]. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Disney has agreed to create a $9,500,000.00 Settlement Fund. If the Court approves the Settlement, and you do not exclude yourself from the Settlement Class, you will automatically receive an equal share of the Settlement Fund after deductions for the Settlement Administrator's expenses, attorneys' fees, costs, and expenses for Class Counsel, and a Service Award for the Class Representative. The exact amount of each Settlement Class member's payment is unknown at this time, but the per-person amount is estimated to be approximately $67.41. The attorneys who brought this lawsuit, listed below, will ask the Court to award them attorneys' fees in an amount up to 25% of the Settlement Fund, plus their reasonable costs and expenses, for the substantial time, expense, and effort spent investigating the facts, litigating the case, and negotiating the settlement. The Class Representative will also apply to the Court for a payment of up to $5,000.00 for her time, effort, and service in this matter.

HOW TO GET BENEFITS

8. How do I get benefits?

To receive a payment from the Settlement Fund, ***you do not have to do anything***. If the Court approves the Settlement, the Settlement Administrator will ***automatically*** send an email to your last known email address from noreply@epiqpay.com and you will be provided an opportunity to select from multiple popular digital payment options such as Venmo, Paypal or ACH transfer, or you can choose to receive a payment by check. If no email is available, the email sent to you is undeliverable, or you do not make a selection, payment will be made by check to your last known mailing address. To update your email or mail address, you may visit the Settlement website to provide your updated information by completing an Address Update Form. Mailed checks expire after 90 days. A supplemental payment may be made to Settlement Class Members if, after the initial payment expires, there is a sufficient amount in the Settlement Fund to permit a Supplemental Cash Award payment of at least $10 per Settlement Class Member.

REMAINING IN THE SETTLEMENT

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

You do not have to do anything to remain in the Settlement.

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

If the Settlement becomes final, you will give up your right to sue Disney for the claims being resolved by this Settlement. The specific claims you are giving up against Disney are described in Section 1.27 of the Settlement Agreement. You will be "releasing" Disney and all related people or entities as described in Section 1.28 of the Settlement Agreement. The Settlement Agreement is available at [INSERT WEBSITE].

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 14 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement but you want to keep the right to sue Disney about the issues in this case, then you must take steps to exit the Settlement Class. This is called excluding yourself from—or is sometimes referred to as "opting out" of—the Settlement Class.

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

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

12. If I do not exclude myself, can I sue Disney for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Disney for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

13. How do I exclude myself from the Settlement?

To exclude yourself, you are required to send a letter that says you want to be excluded from the Settlement in *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 8:21-cv-02055-DOC-ADS. Include your name, address, telephone number and signature. You must mail your Exclusion Request postmarked by [**Month Day, 2023**], to:

Dream Key Settlement Exclusions
[**PO Box XXXXX**
CITY, STATE ZIP CODE]

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as "Class Counsel": Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle, Suite 3210, Chicago, IL 60603, and Ventura Hersey & Muller LLP, 1506 Hamilton Avenue, San Jose, CA 95125. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will request the Court's approval of an award for attorneys' fees not to exceed 25% of the Settlement Fund and verified costs and expenses. Class Counsel will also request approval of an incentive award of $5,000 for the Representative Plaintiff.

OBJECTING TO THE SETTLEMENT

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

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

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, Case No. 8:21-cv-02055-DOC-ADS.

Your objection must include all of the following:

- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- the identity of all counsel representing you who will appear at the Final Fairness Hearing;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation);
- a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement; and
- a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement.

Your objection must be filed with the Court. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than [**Month Day, 2023**]:

CLASS COUNSEL	DEFENSE COUNSEL
Nickolas J. Hagman **Cafferty Clobes Meriwether & Sprengel LLP** 135 S. LaSalle Street, Suite 3210 Chicago, IL 60603 Daniel J. Muller Anthony F. Ventura **Ventura Hersey & Muller, LLP** 1506 Hamilton Avenue San Jose, California 95125	Alan Schoenfeld **Wilmer Cutler Pickering Hale and Dorr LLP** 7 World Trade Center 250 Greenwich Street New York, NY 10007

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at __:__ _.m. on [**Month Day, 2023**], at the United States District Court for the Central District of California located at 411 West Fourth Street, Courtroom 10 A, Santa Ana, CA 92701. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [INSERT WEBSITE] or call [INSERT PHONE #]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for an incentive award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you or they are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your

Objection must be **filed** no later than [**Month Day, 2023**]. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 16, postmarked no later than [**Month Day, 2023**].

GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at [INSERT WEBSITE]. You may also write with questions to [INSERT CLAIMS ADMINISTRATOR MAILING INFORMATION]. You can also get a Claim Form at the website or by calling the toll-free number, [INSERT PHONE #].

Exhibit E

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JENALE NIELSEN, individually and on behalf of others similarly situated,

Plaintiff,

vs.

WALT DISNEY PARKS AND RESORTS U.S., Inc., a Florida Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. David O. Carter
Courtroom: 9D

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). ECF No. XX. Plaintiff Jenale Nielsen ("Plaintiff"), individually and on behalf of the proposed Settlement Class, and Defendant Walt Disney Parks and Resorts U.S., Inc. ("Defendant") (together with Plaintiff, the "Parties) have entered into a Class Action Settlement Agreement dated September 7, 2023 (the "Settlement Agreement") that, subject to the Court's approval and final hearing on the matter, will resolve this lawsuit.

The Court, having considered the Motion, the supporting memorandum of law, the parties' Settlement Agreement, the proposed forms of notice to the Settlement Class, the pleadings and the record in this Action, and the statements of counsel and the parties, HEREBY ORDERS as follows:

1. Unless otherwise defined herein, all terms capitalized herein shall have the same definitions ascribed to them as in the Settlement Agreement.

2. The Court retains continuing and exclusive jurisdiction over this litigation, including Class Representative, Defendant, and Settlement Class members, and all matters arising out of or connected with the settlement, including the administration and enforcement of the Settlement Agreement.

1
Preliminary Approval

2 3. The Court has carefully reviewed all of the terms of the proposed
3 Settlement Agreement, all corresponding and supporting documents attached
4 thereto, Plaintiff's Motion and corresponding papers filed therewith, including the
5 declarations by counsel and Epic Systems, Inc. Based on its review of these
6 documents, the Court finds the Settlement Agreement to be fair, reasonable, and
7 adequate, and the result of vigilant, informed, non-collusive arms'-length
8 negotiations overseen by an experienced, highly qualified neutral mediator, the
9 Honorable Judge Jay Gandhi (Ret.). The Court further finds that the Settlement
10 Agreement is the result of substantial discovery and the parties' knowledge of the
11 strengths and weaknesses of the case. The relief provided by the Settlement
12 Agreement outweighs the substantial cost, delay, and risks presented by further
13 prosecution of the issues during pre-trial, trial, and possible appeal. Based on these
14 factors, the Court finds that the terms of the Settlement Agreement meets the criteria
15 for preliminary settlement approval, are fair, reasonable, and adequate, and fall
16 within the range of possible approval.

17 4. The Court hereby **GRANTS** preliminary approval of the Settlement
18 Agreement and all of the terms and conditions contained therein.

19
Preliminary Certification of the Settlement Class

20 5. The Court preliminarily certifies, for settlement purposes only pursuant
21 to Federal Rule of Civil Procedure 23(e), the Settlement Class defined in the
22 Settlement Agreement as follows:

23 **Settlement Class:**

24 All Persons who purchased a Dream Key.

25 Specifically excluded from the Settlement Class are (1) any Judge or Magistrate
26 Judge presiding over this Action and members of their families; (2) Defendant;
27 (3) Persons who properly execute and file a timely request for exclusion from the
28

1 class; and (4) the legal representatives, successors, or assigns of any such excluded
2 persons. The Settlement Class is estimated to include 103,435 individuals.
3 6. The Court preliminarily finds that the Settlement Class satisfies the
4 requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes:
5 (1) the Settlement Class is sufficiently numerous that joinder of all members is
6 impracticable; (2) there are questions of law or fact common to the Settlement Class;
7 (3) the Class Representative's claims are typical of the Settlement Class; and (4) the
8 Class Representative and her Counsel fairly and adequately protects the interests of
9 the Settlement Class.
10 7. The Court hereby appoints Jenale Nielsen as the Class Representative
11 of the Settlement Class.
12 8. The Court hereby appoints Cafferty Clobes Meriwether & Sprengel
13 LLP and Ventura Hersey & Muller, LLP as Settlement Class Counsel.
14 **Notice and Administration**
15 9. Pursuant to the Settlement Agreement, the parties have designated Epic
16 Systems, Inc. ("Epic") as the Claims Administrator. Epic shall perform all duties
17 necessary for notice and administration as set forth in the Settlement Agreement.
18 Pursuant to the Settlement Agreement, Epic will make important documents, such
19 as the Settlement Agreement and Address Update Form (which Settlement Class
20 members have the option to submit online), accessible on the settlement website.
21 10. The Court finds that the Class Notice plan as set forth in the Settlement
22 Agreement satisfies the requirements of due process and provides the best notice
23 practicable under the circumstances pursuant to Federal Rule of Civil Procedure
24 23(e)(1). The Class Notice plan is reasonably calculated to inform the Settlement
25 Class members of the nature of the litigation, the terms and conditions of the
26 Settlement Agreement, the right of Settlement Class members to object to the
27 Settlement Agreement or exclude themselves from the Settlement Class, including
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instructions about the process for doing so, and the Final Approval Hearing details. The Court approves the Class Notice plan, including the Claim Form, and directs the Settlement Administrator and the parties to proceed with providing Notice to the Settlement Class as set forth in the Settlement Agreement and this Order.

Settlement Class Member Exclusions and Objections

11. Settlement Class members who request to opt-out and exclude themselves from the Settlement Class must do so by notifying the Settlement Administrator in writing. To be valid, the opt-out request must be mailed to the Settlement Administrator no later than 60 days after the Notice Date, must be in writing and must state the name, address, and telephone number of the person seeking exclusion, and must contain a signed statement unequivocally stating the Settlement Class Member's intent to be excluded from the Settlement. Settlement Class members who submit a valid and timely request for exclusion will not be bound by the terms of the Settlement Agreement. Any Settlement Class member who does not submit a timely request for exclusion in accordance with the Settlement Agreement will be included in the Settlement and bound by the Settlement Agreement upon entry of the Final Judgment and Order.

12. Settlement Class members who wish to object to the Settlement Agreement must do so by submitting a written objection to the Settlement Administrator, signed by the objector, in accordance with the procedures outlined in the Class Notice and this Order, filed or postmarked no later than 60 days after the Notice Date and must include the following information:

i) The name of this proceeding (*Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS or similarly identifying words such as Disney Dream Key Lawsuit);

ii) The objector's name, address and telephone number;

iii) an explanation of the basis upon which the objector claims to be a Settlement Class Member;

iv) all grounds for the objection, including all citations to legal authority and evidence supporting the objection;

v) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and

vi) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

13. Any Settlement Class member who does not timely submit a written objection pursuant to the procedures outlined above and the procedures detailed in the Class Notice and Settlement Agreement waives the right to object or be heard at the Final Approval Hearing, shall be forever barred from making any objection to the Settlement Agreement, and will be bound by the Settlement Agreement upon entry of the Final Judgment and Order.

Final Approval Hearing

14. The Court will hold a Final Approval Hearing on ______, 2023, at _______ [a.m./p.m.], in Courtroom 10 A of the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701-4516.

15. At the Final Approval Hearing, the Court will review, and rule on, the following issues:

i) Whether this matter should be finally certified as a class action for settlement purposes under Fed. R. Civ. P. 23(a) and (b)(3);

ii) Whether the settlement should be approved as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e);

iii) Whether this lawsuit should be dismissed with prejudice pursuant to the terms of the Settlement Agreement;

iv) Whether the Settlement Class members should be bound by the releases set forth in the Settlement Agreement;

v) Whether the application of Class Counsel for an award of attorneys' fees, costs, and expenses and service awards should be approved under Fed. R. Civ. P. 23(h); and

vi) Any other issues the Court deems appropriate.

16. Settlement Class members do not need to attend the Final Approval Hearing, nor take any other action to indicate their approval of the proposed Settlement Agreement. However, any Settlement Class members who wish to be heard must appear at the Final Approval Hearing. The Final Approval Hearing may be postponed, adjourned, transferred, or continued without further notice to the Settlement Class members.

Settlement Administration Timeline, Injunction, and Termination

17. To facilitate the timely administration of this case, the Court hereby sets the following schedule:

Event	Deadline
Defendant to provide Settlement Class member data to the Claims Administrator	14 days after entry of this Order

Event	Deadline
Last day for Settlement Administrator to email Settlement Notice to Settlement Class Members (the "Notice Date")	30 days after entry of this Order
Last day for Settlement Administrator to mail Settlement Notice to Settlement Class Members	14 days from the Notice Date
Last day for Settlement Class Members to submit Address Update Forms	60 Days from the Notice Date
Deadline to Submit Motion for Attorneys' Fees, Costs and Service Awards	At Least 14 Days Before the Objection Deadline
Deadline to Object and Comment on Settlement	60 Days from the Notice Date
Deadline to Submit Request for Exclusion	60 Days from the Notice Date
Final Approval Hearing	TBD

18. All proceedings and deadlines in this matter, except those required to implement this Order and the Settlement Agreement, are hereby stayed and suspended until further order from the Court.

19. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement, (1) the Settlement Agreement and this Order shall become null and void and shall be without prejudice to the rights of the parties,

shall have no further force or effect, and shall not be used in this litigation or any other proceedings for any purpose other than as necessary to enforce the terms of the Settlement Agreement that survived termination, (2) this litigation will revert to the status that existed before the Settlement Agreement was executed, and (3) no term(s) or draft(s) of the Settlement Agreement or any part of the settlement discussions, negotiations, or documentation of any kind, related to the Settlement Agreement, whatsoever, shall (a) be admissible into evidence for any purpose in this litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survived termination, (b) be deemed an admission or concession by any settling party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (c) be deemed an admission or concession by any of the parties regarding the truth or falsity of any facts alleged in the litigation or the availability or lack of availability of any defense to the Released Claims.

IT IS SO ORDERED.

DATED: __________, 2023

____

HON. DAVID O. CARTER
UNITED STATES DISTRICT JUDGE

Exhibit 2

Cafferty Clobes Meriwether&Sprengel LLP

Successful Solutions for Complex Litigation

www.caffertyclobes.com

Firm Overview

Cafferty Clobes Meriwether & Sprengel LLP combines the talents of attorneys with a wide range of experience in complex civil litigation. The skill and experience of CCMS attorneys has been recognized on repeated occasions by courts that have appointed these attorneys to major positions in complex multidistrict or consolidated litigation. As the representative sampling of cases listed below demonstrates, these attorneys have taken a leading role in numerous important actions on behalf of investors, employees, consumers, businesses and others. In addition, CCMS attorneys are currently involved in a number of pending class actions, as described on the Firm's web page.

Antitrust Class Actions and Commodities Litigation

- ***In re Cattle Antitrust Litig.,* No. 19-cv-01222 (D. Minn.)**
  CCMS is serving as Co-Lead counsel on behalf of a proposed class of cattle ranchers and industry trade groups alleging that some of the country's largest meatpacking companies, including Tyson, Cargill, JBS, and National Beef, have colluded to suppress the prices paid for cattle used in beef production. As discussed in a recent National Law Journal article, a successful outcome in this matter would ensure that cattle ranchers are paid what they deserve for their labor in raising live-fed cattle and bringing them to market.

- ***In re Deutsche Bank Spoofing Litig.,* No. 20-cv-03638 (N.D. Ill.).**
  CCMS serves as interim co-lead counsel in this case involving alleged manipulation through spoofing of Treasury and Eurodollar Futures.

- ***In re Libor-Based Financial Instruments,* No. 11-md-2262 (S.D.N.Y)**
  CCMS serves as class counsel for exchange trader plaintiffs in claims involving manipulation in violation of the Commodity Exchange Act against many of the world's largest financial institutions.

- ***Hershey/Kohen v. Pacific Investment Management Co. LLC,* No. 05 C 4681 (N.D. Ill.)**
  As liaison and class counsel in action arising from PIMCO's manipulation of 10-year treasury notes futures traded on the Chicago Board of Trade, CCMS helped secure a $118 million settlement for the class.

- ***In re Crude Oil Commodity Futures Litig.,* No. 11-cv-03600 (S.D.N.Y.)**
  As class counsel in action arising from manipulation of NYMEX West Texas Intermediate grade crude oil futures contracts, CCMS expended significant resources assisting the class with investigation and discovery. The collective efforts resulted in a $16.5 million settlement for the class.

- ***In re Foreign Exchange Benchmark Rates Antitrust Litig.*, 13-cv-7789 (S.D.N.Y.)**
  As class counsel in this action arising from manipulation of foreign exchange rates by international banks and others, CCMS has devoted significant resources toward investigation, discovery, and allocation of more than $2 billion in settlements for the class.

- ***In re Sumitomo Copper Litig.*, 96 Civ. 4584(MP) (S.D.N.Y.)**
  As class counsel in action arising out of manipulation of the world copper market, CCMS helped achieve settlements aggregating $134.6 million. In awarding attorneys' fees, Judge Milton Pollack noted that it was "the largest class action recovery in the 75 plus year history of the Commodity Exchange Act." 74 F. Supp. 2d 393 (S.D.N.Y. Nov. 15, 1999).

- ***In re Soybean Futures Litig.*, No. 89 C 7009 (N.D. Ill.)**
  As class counsel in this action against Ferruzzi Finanziaria SpA and related companies for unlawfully manipulating the soybean futures market, CCMS helped recover a $21.5 million settlement.

- ***Lawrence E. Jaffe Pension Plan v. Household International, Inc.*, No. 1:02-cv-05893 (N.D. Ill.)**
  Securities fraud class action. CCMS served as local counsel and helped recover a settlement of approximately $1.6 billion.

- ***In re Kaiser Group International*, Case No. 00-2263 (Bankr. D. Del.)**
  On December 7, 2005, Chief Judge Mary F. Walrath of the United States Bankruptcy Court for the District of Delaware granted final approval to a settlement that produced 175,000 shares of common stock for a class of former shareholders of ICT Spectrum Constructors, Inc. (a company that merged with ICF Kaiser Group International and ICF Kaiser Advanced

Technology in 1998). The settlement followed Judge Joseph J. Farnan's ruling which upheld the Bankruptcy Court's decision to award common stock of the new Kaiser entity (Kaiser Group Holdings, Inc.) to the Class of former Spectrum shareholders based on contractual provisions within the merger agreement. *See Kaiser Group International, Inc. v. James D. Pippin* (*In re Kaiser Group International*), 326 B.R. 265 (D. Del. 2005).

- ***Danis v. USN Communications, Inc.*, No. 98 C 7482 (N.D. Ill.)**
  Securities fraud class action arising out of the collapse and eventual bankruptcy of USN Communications, Inc. On May 7, 2001, the court approved a $44.7 million settlement with certain control persons and underwriters. Reported decisions: 73 F. Supp. 2d 923 (N.D. Ill. 1999); 189 F.R.D. 391 (N.D. Ill. 1999); 121 F. Supp. 2d 1183 (N.D. Ill. 2000).

- ***In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663 (D.N.J.)**
  CCMS served as Co-Lead Counsel for plaintiffs in this class case alleging that insurance brokers and insurers conspired to allocate customers in a complicated scheme to maximize their own revenues at the expense of class members. The litigation concluded in 2013 with final approval of the last of five separate settlements that, in total, exceeded $270 million. Judge Cecchi observed that "Class counsel include notably skilled attorneys with experience in antitrust, class actions and RICO litigation." *In re Insurance Brokerage Antitrust Litig.*, 297 F.R.D. 136, 153 (D.N.J 2013); *see also In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663, 2007 WL 1652303, at *6 (D.N.J. June 5, 2007).

- ***VisaCheck/MasterMoney Antitrust Litig.*, Master File No. 96-5238 (E.D.N.Y.)**
  CCMS's client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that collectively provided for the payment of over $3.3 billion, plus widespread reforms and injunctive relief.

- ***In Re VisaCheck/MasterMoney Antitrust Litig.*, Master File No. 96-5238 (E.D.N.Y.)**
  CCMS's client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that

collectively provided for the payment of over $3.3 billion, plus widespread reforms and injunctive relief.

- ***In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litig.,* No. 4:14-md-02541 (N.D. Cal.)**
  CCMS represented a former Division 1 college basketball player in this antitrust litigation challenging the cap imposed by the NCAA on grant-in-aid packages. The efforts of the firm and its co-counsel resulted in certification of an injunctive class and a settlement of $209 million.

- ***Kamakahi v. American Society for Reproductive Medicine*, No. 3:11-cv-01781 (N.D. Cal.)**
  CCMS served as Co-Lead Counsel in a cutting edge antitrust case challenging the legality of ethical guidelines promulgated by two professional associations that limited the compensation members were permitted to pay to women providing donor services for in-vitro fertilization. Without the benefit of a parallel government case or investigation, CCMS achieved a groundbreaking settlement that required defendants to eliminate the compensation caps and to refrain from imposing similar caps in the future.

- ***In re New Motor Vehicles Canadian Export Antitrust Litig.,* MDL No. 1532 (D. Me.)**
  CCMS served as Class Counsel in multidistrict litigation alleging that automobile manufacturers and other parties conspired to prevent lower priced new motor vehicles from entering the American market thereby artificially inflating prices. The court approved a $37 million settlement with Toyota and the Canadian Automobile Dealers' Association.

- ***In re TriCor Indirect Purchaser Antitrust Litig.,* No. 05-360 (D. Del)**
  CCMS served as Lead Counsel for consumer and third-party payor plaintiffs who alleged that defendants engaged in unlawful monopolization in the market for fenofibrate products, which are used to treat high cholesterol and high triglyceride levels. The court approved to a $65.7 million settlement (an amount that excludes an initial payment to opt-out insurance companies).

- ***In re Prandin Direct Purchaser Antitrust Litig.,* Civ. No. 10-12141 (E.D. Mich.)**
  CCMS served as Co-Lead counsel for a plaintiff class of direct purchasers of the prescription drug repaglinide, which is manufactured and marketed by Novo Nordisk under the brand-name Prandin. Plaintiffs alleged that Novo Nordisk blocked FDA approval of generic versions of the drug by wrongfully manipulating the language of the "use code" filed with the FDA in connection with a method of use patent. The court approved a $19 million settlement.

- ***In Re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation,* MDL No. 2819 (E.D.N.Y)**
  CCMS is a member of the Executive Committee representing a putative class of indirect purchasers of Restasis, an eye-drop used to treat dry-eye syndrome, and allege that Defendant Allergan engaged in various anticompetitive activities to illegally prolong the life of its patents over Restasis, and to otherwise forestall the entry of generic competition into the cyclosporine market.

- ***In re Disposable Contact Lens Antitrust Litigation*, MDL No. 2626 (M.D. Fla.)**
  CCMS served on the Defendant Discovery Committee, which was tasked with overseeing all aspects of discovery pertaining to Defendants, who are alleged to have conspired to implement retail price maintenance agreements intended to inflate the prices of disposable contact lenses to supracompetitive levels. The district court certified several horizontal and vertical nationwide antitrust classes, and settlements recovering $118 million for consumers have been reached.

- ***In re Automotive Parts Antitrust Litig.,* MDL No. 2311 (E.D. Mich.)**
  CCMS has served as a member of Plaintiffs' Executive Committee representing the end-payor class in one of the largest civil antitrust actions in US history. As a member of the Executive Committee, CCMS has played an important role in this groundbreaking litigation in which plaintiffs have recovered over $1 billion on behalf of end-payor consumers and businesses who allege they purchased or leased new automobiles at prices that were artificially inflated as a result of automotive component manufacturers' anticompetitive conduct.

- ***Nichols v. SmithKline Beecham Corp.,* No. Civ.A.00-6222 (E.D. Pa.)**
  CCMS served as Co-Lead Counsel for consumers and third-party payors who alleged that the manufacturer of the brand-name antidepressant Paxil misled the U.S. Patent Office into issuing patents that protected Paxil from competition from generic substitutes. The court approved a $65 million class action settlement for the benefit of consumers and third-party payors who paid for Paxil.

- ***In re Relafen Antitrust Litig.* No. 01-12239 (D. Mass.)**
  The court approved a $75 million class action settlement for the benefit of consumers and third-party payors who paid for branded and generic versions of the arthritis medication Relafen. In certifying an exemplar class of end-payors, the court singled out our Firm as experienced and vigorous advocates. *See In re Relafen Antitrust Litig.*, 221 F.R.D. 260, 273 (D. Mass. 2004). In the opinion granting final approval to the settlement, the court commented that "Class counsel here exceeded my expectations in these respects [*i.e.*, experience, competence, and vigor] in every way." *In re Relafen Antitrust Litig.,* 231 F.R.D. 52, 85 (D. Mass. 2005); *see also id.* at 80 ("The Court has consistently noted the exceptional efforts of class counsel.").

- ***In re Warfarin Sodium Antitrust Litig.,* MDL 98-1232 (D. Del.)**
  Multidistrict class action on behalf of purchasers of Coumadin, the brand-name warfarin sodium manufactured and marketed by DuPont Pharmaceutical Company. Plaintiffs alleged that the defendant engaged in anticompetitive conduct that wrongfully suppressed competition from generic warfarin sodium. The Court approved a $44.5 million settlement.

- ***In re Cardizem CD Antitrust Litig.,* MDL No. 1278 (E.D. Mich.)**
  Multidistrict class action on behalf of purchasers of Cardizem CD, a brand-name heart medication. Plaintiffs alleged that an agreement between the brand manufacturer and a generic manufacturer unlawfully stalled generic competition. The court approved an $80 million settlement for the benefit of consumers, third-party payors and state attorneys general.

- ***In re Synthroid Marketing Litig.,* MDL No. 1182 (N.D. Ill)**
  This multidistrict action arose out of alleged unlawful activities with respect to the marketing of Synthroid, a levothyroxine product used to treat thyroid disorders. The court approved a consumer settlement in the amount of $87.4 million.

Consumer Class Actions

- ***Skeen v. BMW of N. Amer., LLC,* No. 13-cv-1531 (D.N.J.)**
  CCMS served as co-lead counsel in an action brought on behalf of owners of certain MINI Cooper-brand vehicles that contained a latent defect in a part of the engine known as the "timing chain tensioner" which caused the part to fail prematurely, eventually requiring replacement of that part or the entire engine. Following extensive discovery and mediation, the parties reached a global settlement on behalf of a nationwide class of vehicle owners. The efforts of the firm and its co-lead counsel resulted in a settlement which significantly extended warranty coverage, and reimbursed vehicle owners for tens of millions of dollars in out-of-pocket expenses incurred for repair and/or replacement.

- ***Ponzo v. Watts Regulator Company,* No. 1:14-cv-14080 (D. Mass.); *Klug v. Watts Regulator Company,* No. 15-cv-00061 (D. Neb.)**
  These consumer class cases, first brought by CCMS (D. Mass.) addressed defective water heater and "Floodsafe" branded connectors. The plaintiffs in both cases alleged that the water heater connectors were made of a material that would break down during regular use, causing leaks and ruptures that flooded class members' homes. The efforts of the firm and its co-lead counsel resulted in a settlement that provides $14 million to affected homeowners.

- ***Hough v. Navistar, Inc.,* No. 20-cv-00063 (D. Colo.)**
  CCMS served as co-lead counsel in action arising out of a data breach of Navistar's computer systems that resulted in a settlement that provided $1.25 million to affected current and former employees, as well as significant non-monetary compensation.

- ***Bromley v. SXSW LLC,* No. 20-cv-439 (W.D. Tex.)**
  CCMS served as co-lead counsel in action securing an uncapped settlement entitling class members to refunds in connection with a canceled festival.

- ***Compo v. United Airlines, Inc., et al.*, No. 1:20-cv-02166 (N.D. Ill.)**
  CCMS serves as interim co-lead counsel in action alleging United has wrongfully refused to issue refunds for flights cancelled as a direct and proximate result of the COVID-19 crisis.

- ***Traxler v. PPG Industries, Inc.,*** **No. 15-cv-00912 (N.D. Ohio)**
  CCMS served as lead counsel in this action challenging defective deck resurfacing products. The products peeled, cracked, and damaged the surfaces to which they were applied. In February 2017 the parties reached an agreement in principle to settle the case on behalf of a nationwide class. The efforts of the firm and its co-counsel resulted in a settlement that provides $6.5 million to affected homeowners.

- ***In re Apple iPhone/iPod Warranty Litig.,*** **No. 3:10-cv-01610 (N.D. Cal.)**
  This case challenged Apple's policy of denying warranty claims based on liquid contact indicators located in headphone jacks and dock connector ports of iPhones and iPod touches. Similar class actions were subsequently filed in federal courts on behalf of Apple consumers. CCMS helped negotiate and achieve a $53 million settlement of the state and federal cases.

- ***In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Prod. Liability Litig.,*** **MDL No. 2672 (N.D. Cal.)**
  CCMS worked closely with lead counsel and other class counsel in this class case challenging unlawful actions by the manufacturer defendants to mask the actual diesel emission levels in various vehicle makes and models. Judge Breyer approved a class settlement with defendants worth billions of dollars.

- ***In re Takata Airbag Prod. Liability Litig.,*** **MDL No. 2599 (S.D. Fla.)**
  CCMS represents six named Class Plaintiffs and has been and continues to work closely with lead counsel on this multi-billion dollar case involving defective airbags installed in tens of millions of affected vehicles manufactured by most major manufacturers. Class settlements with Honda and BMW providing class members with hundreds of millions of dollars and substantial programmatic relief have been finally approved and are the subject of pending appeals.

- ***In re General Motors Corp. Air Conditioning Marketing and Sales Practices Litig.,*** **MDL No. 2818 (E.D. Mich.)**
  After conducting a significant pre-suit investigation, CCMS filed the first class action in the Eastern District of Michigan seeking relief on behalf of owners of GM vehicles suffering from a defect in the air conditioning system which typically results in total system failure, necessitating significant repairs thereto. Since commencing the action, CCMS has communicated

with dozens of affected consumers and worked with GM assess the scope and nature of an extended warranty program GM implemented in a purported effort to resolve the claims of certain vehicle owners. On April 11, 2018, the Court appointed CCMS co-lead counsel.

- ***Squires et al., v. Toyota Motor Corp., et al.,* No. 18-cv-00138 (E.D. Tex.)**
  CCMS investigated, originated and filed the first and only consumer class action brought on behalf of owners of multi-model year Toyota Prius vehicles that suffer from a defect that causes windshields to crack and fail in ordinary and foreseeable driving conditions. Plaintiffs allege that Defendants have breached express and implied warranties, and have violated the consumer protection statutes of various States.

- ***Gonzalez, et al., v. Mazda Motor Corp., et al.*, No. 16-cv-2087 (N.D. Cal.)**
  CCMS is lead counsel in a consumer class action brought on behalf of owners of Model Year 2010-15 Mazda3 vehicles with defective clutch assemblies that cause them to prematurely fail. Plaintiffs allege that Defendants have breached express and implied warranties, and have violated the consumer protection statutes of various states. *See, e.g., Gonzalez v. Mazda Motor Corp.*, No. 16-CV-02087-MMC, 2017 WL 345878 (N.D. Cal. Jan. 5, 2017) (denying and granting in part Defendants' motion to dismiss).

- ***Albright v. The Sherwin-Williams Company*, No. 17-cv-02513 (N.D. Ohio)**
  CCMS is serving as Co-Lead Counsel in this class action concerning deck resurfacing products sold under the Duckback and SuperDeck brand names. Plaintiffs allege that defendants have breached express and implied warranties, and have violated the consumer protection statutes of various states.

- ***Anderson v. Behr Process Corp.,* No. 1:17-cv-08735 (N.D. Ill.)**
  CCMS is serving as Co-Lead Counsel in this class action brought on behalf of purchasers of various deck coating products from 2012 through the present. After many months of mediation and settlement negotiations, and successfully opposing efforts by other plaintiffs and firms to have the JPML centralize pending cases, the parties have agreed to a proposed Class settlement which will provide substantial valuable monetary relief to Class members to refund the cost of product purchased as well as compensate

them for damage to their decks and the costs of restoring and repairing the same.

- ***Bergman v. DAP Products, Inc., No. 14-cv-03205 (D. Md.)***
  CCMS served as lead counsel in this class action on behalf of consumers who purchased various models of "XHose" garden hoses, which were flexible outdoor hoses that were predisposed to leaking, bursting, seeping, and dripping due to design defects. The court approved a nationwide settlement providing hundreds of thousands of consumer class members with the opportunity to recover a substantial portion of their damages.

- ***In re Midway Moving & Storage, Inc.'s Charges to Residential Customers*, No. 03 CH 16091 (Cir. Ct. Cook Cty., Il.)**
  A class action on behalf of customers of Illinois' largest moving company. A litigation class was certified and upheld on appeal. See Ramirez v. Midway Moving and Storage, Inc., 880 N.E.2d 653 (Ill. App. 2007). On the eve of trial, the case settled on a class-wide basis. The court stated that CCMS is "highly experienced in complex and class action litigation, vigorously prosecuted the Class' claims, and achieved an excellent Settlement for the Class under which Class members will receive 100% of their alleged damages."

- ***Walter Cwietniewicz d/b/a Ellis Pharmacy, et al. v. Aetna U.S. Healthcare*, June Term, 1998, No. 423 (Pa. Common Pleas)**
  On May 25, 2006, the court granted final approval to a settlement of a class action brought on behalf of pharmacies that participated in U.S. Healthcare's capitation program seeking to recover certain required semi-annual payments. At the final approval hearing, the court found that "this particular case was as hard-fought as any that I have participated in" and with respect to the Class's reaction to the settlement achieved as a result of our firm's work: ". . . a good job, and the reason there should be no objection, they should be very very happy with what you have done."

- ***Davitt v. American Honda Motor Co., Inc.*, No. 13-cv-381 (D.N.J.)**
  CCMS served as plaintiffs' counsel in a class action brought on behalf of owners of 2007-09 Honda CRV vehicles that suffered from a defect that predisposed the door-locking mechanisms to premature failure. Following extensive dismissal briefing, discovery and mediation, the parties arrived at a global settlement that provided class members with extended warranty

coverage for the defect and reimbursement of out-of-pocket expenses incurred in connection therewith.

- ***Sabol v. Ford Motor Company,* No. 2:14-cv-06654 (E.D. Pa.)**
  CCMS served as Lead Counsel in this class case brought on behalf of owners of various model 2010-2015 Ford, Volvo and Land Rover vehicles allegedly including a defect in certain Ecoboost engines. Defendant claimed it addressed and repaired the problem through a series of recalls and repairs. After briefing summary judgment and class certification, and several years of hard fought litigation, including substantial discovery, the parties entered into a settlement providing substantial monetary and other relief.

- ***Lax v. Toyota Motor Corp.,* No. 14-cv-1490 (N.D. Cal.)**
  CCMS served as class counsel in an action brought on behalf of owners of certain Toyota-brand vehicles that contained a defect which caused vehicles to consume oil at accelerated rates, often resulting in catastrophic engine failure. Following extensive discovery and mediation, the parties reached a private settlement following Toyota's implementation of an extended warranty and reimbursement program for affected vehicles. ECF No. 82.

Individual Biographies

PARTNERS

PATRICK E. CAFFERTY graduated from the University of Michigan, with distinction, in 1980 and obtained his J.D., *cum laude*, from Michigan State University College of Law in 1983. From 1983 to 1985, he served as a prehearing attorney at the Michigan Court of Appeals and as a Clerk to Judge Glenn S. Allen, Jr. of that Court. Mr. Cafferty is an experienced litigator in matters involving antitrust, securities, commodities, and the pharmaceutical industry. In 2002, Mr. Cafferty was a speaker at a forum in Washington D.C. sponsored by Families USA and Blue Cross/Blue Shield styled "Making the Drug Industry Play Fair." At the Health Action 2003 Conference in Washington D.C., Mr. Cafferty was a presenter at a workshop titled "Consumers' Access to Generic Drugs: How Brand Manufacturers Can Derail Generic Drugs and How to Make Them Stay on Track." In 2010, Mr. Cafferty made a presentation on indirect purchaser class actions at the American Antitrust Institute's annual antitrust enforcement conference. *See Indirect Class Action Settlements* (Am. Antitrust Inst., Working Paper No. 10-03, 2010). Mr. Cafferty is admitted to the state bars of Michigan and Illinois, and holds several federal district and appellate court admissions. Mr. Cafferty has attained the highest rating, AV®, from Martindale-Hubbell and is a top rated SuperLawyer®.

BRYAN L. CLOBES is a 1988 graduate of the Villanova University School of Law and received his undergraduate degree from the University of Maryland. Mr. Clobes clerked for Judge Arlin M. Adams of the United States Court of Appeals for the Third Circuit, Judge Mitchell H. Cohen of the United States District Court for the District of New Jersey, and Judge Joseph Kaplan of the Maryland Circuit Court in Baltimore. From 1989 through June, 1992, Mr. Clobes served as Trial Counsel to the Commodity Futures Trading Commission in Washington, D.C. Mr. Clobes has served as lead counsel in many of the firm's class cases covering all areas of the firm's practice, and is widely recognized as an expert in class action litigation. Mr. Clobes has authored briefs filed with the Supreme Court in

a number of class cases, served as a panelist for class action, consumer and antitrust CLE programs, has sustained and maintained the highest rating, AV®, from Martindale-Hubbell, and has been named a "Super Lawyer" for the past twelve years. Mr. Clobes is admitted to the bar in New Jersey and Pennsylvania, and admitted to practice in several federal district and appellate court admissions.

DANIEL O. HERRERA received his law degree, *magna cum laude*, and his MBA, with a concentration in finance, from the University of Illinois at Urbana-Champaign in 2008. Mr. Herrera received his bachelor's degree in economics from Northwestern University in 2004. Mr. Herrera joined CCMS as an associate in 2011 and is resident in its Chicago, Illinois Office. Since joining CCMS, Mr. Herrera has successfully prosecuted a wide range of antitrust, consumer and commodities class action. Prior to joining CCMS, Mr. Herrera was an associate in the trial practice of Mayer Brown LLP, a Chicago-based national law firm, where he defended corporations in securities and antitrust class actions, as well as SEC and DOJ investigations and enforcement actions. Mr. Herrera also routinely handled commercial matters on behalf of corporate clients. Mr. Herrera is licensed to practice in Illinois and holds several federal district and appellate court admissions.

ELLEN MERIWETHER received her law degree from George Washington University, *magna cum laude*, in 1985. She was a member of the *George Washington Law Review* and was elected to the Order of the Coif. Ms. Meriwether received a B.A. degree, *with highest honors*, from LaSalle University in 1981. Ms. Meriwether is on the Board of Directors of the American Antitrust Institute (AAI), is Editorial Board Co-Chair of ANTITRUST, a publication by the section of Antitrust Law of the American Bar Association and serves as Vice-Chair of the Board of Directors of the Public Interest Law Center, in Philadelphia. Since 2010, Ms. Meriwether has been included in the US News and World Report Publication of "Best Lawyers in America" in the field of Antitrust. She has been named a "Pennsylvania Super Lawyer" since 2005 and has attained the highest rating, "AV", from Martindale-Hubbell. She is a frequent presenter on topics relating to complex, class action and antitrust litigation and has published a number of articles on subjects relating to class actions and antitrust litigation,

including, among others: "The Fiftieth Anniversary of Rule 23: Are Class Actions on the Precipice?," *Antitrust,* (Vol. 30, No. 2, Spring 2016); "Motorola Mobility and the FTAIA: If Not Here, Then Where?," *Antitrust*, Vo. 29, No.2 Spring 2015); *"Comcast Corp. v. Behrend:* Game Changing or Business as Usual?," *Antitrust*, (Vol. 27, No. 3, Summer 2013). Links to these articles and others authored by Ms. Meriwether can be found on the firm's website. Ms. Meriwether is admitted to the bar of Supreme Court of Pennsylvania and is admitted in a number of federal district court and appellate court jurisdictions.

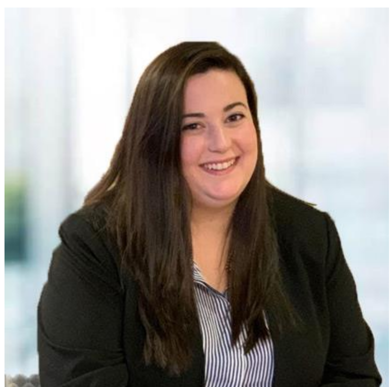
NYRAN ROSE RASCHE received her undergraduate degree *cum laude* from Illinois Wesleyan University in 1995, was awarded a graduate teaching fellowship for law school, and earned her law degree from the University of Oregon School of Law in 1999. Following law school, Ms. Rasche served as a law clerk to the Honorable George A. Van Hoomissen of the Oregon Supreme Court. She is the author of *Protecting Agricultural Lands: An Assessment of the Exclusive Farm Use Zone System*, 77 Oregon Law Review 993 (1998) and *Market Allocation through Contingent Commission Agreements: Strategy and Results in In re Insurance Brokerage Antitrust Litigation* (with Ellen Meriwether), The Exchange: Insurance and Financial Services Developments (Spring 2015). Since joining CCMS, Ms. Rasche has successfully prosecuted a wide range of antitrust, consumer class, securities and commodities class actions. Ms. Rasche has been admitted to practice in the state courts of Oregon and Illinois, as well as the United States District Courts for the Northern District of Illinois, the Southern District of Illinois, and the District of Colorado. She is also a member of the American and Chicago Bar Associations.

JENNIFER WINTER SPRENGEL received her law degree from DePaul University College of Law, where she was a member of the DePaul University Law Review. Her undergraduate degree was conferred by Purdue University. Ms. Sprengel is an experienced litigator in matters involving commodities, antitrust, insurance and the financial industries. In addition, Ms. Sprengel is a committee member of the Seventh Circuit Electronic eDiscovery Pilot Program and is a frequent speaker regarding issues of discovery. Links to some of her presentations and articles can be found on the firm's website. She also

serves as co-chair of the Antitrust Law subcommittee of the ABA Class Action and Derivative Suits committee. She is admitted to practice law in Illinois, holds several federal district and appellate court admissions, and has attained the highest rating, AV®, from Martindale-Hubbell. Ms. Sprengel serves as the managing partner of the Firm.

NICKOLAS J. HAGMAN received his undergraduate degree, *magna cum laude*, from the University of Minnesota in 2008. Mr. Hagman earned his law degree from Marquette University Law School, *cum laude*, in 2013, with a Certificate in Litigation. During law school, Mr. Hagman served as an associate editor of the Marquette Law Review, was a member of the Pro Bono Society, and worked as an intern for the late Wisconsin Supreme Court Justice N. Patrick Crooks, and current Wisconsin Supreme Court Justice Rebecca Dallet. Following law school, Mr. Hagman served as a judicial clerk in the Milwaukee County Circuit Court for two years. Prior to joining CCMS in 2019, Mr. Hagman was an associate at a plaintiff-side consumer class action firm for five years. Mr. Hagman is licensed to practice in Illinois and Wisconsin, and before the United State District Courts for the Northern District of Illinois, the Eastern District of Wisconsin, and the District of Colorado. Mr. Hagman currently serves as the Vice Chair of the Chicago Bar Association Class Action Committee, having previously served on the board of the Class Action Committee.

ASSOCIATES



KAITLIN NAUGHTON received her law degree from the George Washington University Law School in 2019, where she served as managing editor for the *George Washington Journal of Energy & Environmental Law*. Ms. Naughton earned her bachelor's degree in political science and sociology with distinction from Purdue University in 2015. Ms. Naughton joined CCMS in 2019 and is resident in its Chicago, Illinois office. She is licensed to practice in Illinois and before the United State District Court for the Northern District of Illinois.

ALEXANDER SWEATMAN earned his law degree from the University of Notre Dame Law School in 2019, where he served as Managing Notes Editor for the *Notre Dame Journal of Legislation*. While in law school, Mr. Sweatman served as a judicial extern for the Honorable Thomas Donnelly in the Circuit Court of Cook County and participated in Notre Dame's Public Defender Externship where he represented juveniles in initial hearings, sentencing proceedings, and probation modification hearings. Mr. Sweatman graduated *summa cum laude* from Wheaton College in 2016. Mr. Sweatman joined CCMS in 2021. He is a member of the Chicago Bar Association in the Antitrust Law Section and Civil Practice and Procedure Committee.

ALEX LEE graduated *cum laude* from the University of Illinois College of Law in 2020. While at law school, he was a staff writer for the *Illinois Business Law Journal* and served in the Illinois Innocence Project where he worked to investigate and exonerate wrongfully convicted individuals in Illinois. Mr. Lee received his BA in political science from Boston College in 2017. While at university, Mr. Lee worked in special needs education for three years. Alex Lee joined Cafferty Clobes' Chicago office as an associate attorney in 2023. Prior to joining Cafferty Clobes, Mr. Lee worked at several law firms in Chicago and Champaign and worked on cases in consumer law, employment law, civil rights, commercial litigation, and complex litigation.

SENIOR COUNSEL

DOM J. RIZZI received his B.S. degree from DePaul University in 1957 and his J.D. from DePaul University School of Law in 1961, where he was a member of the *DePaul University Law Review*. From 1961 through 1977, Judge Rizzi practiced law, tried at least 39 cases, and briefed and argued more than 100 appeals. On August 1, 1977, Judge Rizzi was appointed to the Circuit Court of Cook County by the Illinois Supreme Court. After serving as circuit court judge for approximately one year, Judge Rizzi was elevated to the Appellate Court of Illinois, First District, where he served from 1978 to 1996. Judge Rizzi became counsel to the firm in October 1996.

Exhibit 3

VENTURA HERSEY & MULLER LLP

ATTORNEYS AT LAW

Trusted counselors. Strategic thinkers. Aggressive advocates.

We represent individuals and businesses in complex legal matters involving contracts and business disputes, residential and commercial real estate transactions, construction and development claims, and labor and employment cases.

Our attorneys are at home in the company boardroom and in the courtroom. We are trusted counselors, creative problem solvers, aggressive advocates, and skilled trial attorneys. Our mission is to provide the type of focused and practical advice needed to solve our clients' complex legal problems quickly and efficiently.

Our offices are in San Jose, the heart of Silicon Valley.
Our clients are located throughout California.

VENTURA HERSEY & MULLER LLP

ATTORNEYS AT LAW

ANTHONY F. VENTURA

Partner

Tony Ventura is a real estate attorney with more than 25 years' experience representing buyers, sellers, real estate agents and brokers in both residential and commercial matters. Tony represents clients in civil lawsuits, arbitration, mediation and administrative proceedings.

In representing homeowners, Tony handles disputes arising from non-disclosure in the purchase and sale of real property, easements, boundaries, title, partition actions, specific performance actions and HOA claims.

In representing real estate agents and

brokers, Tony provides advice on pending transactions, insurance coverage and risk management issues. Tony also defends real estate professionals from claims of negligence, breach of contract or breach of fiduciary duty in civil lawsuits, before the Department of Real Estate and before local real estate boards.

Tony was born and raised in San Jose. After graduating college at Loyola Marymount University and law school at the University of Southern California, he returned to San Jose to begin practicing law. Tony and his partners founded Ventura Hersey & Muller in 2013.

Tony understands the stress, cost and risk of litigation. He strives to provide his clients with the best advice early in the process so they may decide how to proceed from the outset of the dispute. Tony also aims to

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EDUCATION

- Loyola Marymount University (1994)
- University of Southern California School of Law (1997)

respond to each client's email or telephone call within 24 hours. His goal is to be available for his clients, explain the process and provide advice that they can rely upon in deciding the path for their case.

REPRESENTATIVE MATTERS

- Failure to Disclose Material Facts in Sale of Real Property

    Buyers and Sellers

    Residential & Commercial Property

- Failed Real Estate Transactions

    Breach of Contract Claims

    Specific Performance Actions

    Deposit Disputes

    Residential & Commercial Property

- Lease Disputes

    Residential & Commercial Property

- Quiet Title Actions
  - Easements
  - Title Issues
- Neighbor Disputes
  - Boundary Disputes
  - Fence Disputes
  - Trespass
  - Nuisance
- Partition Actions
- Foreclosure Actions
- HOA Litigation
- Real Estate Agent and Broker Litigation
  - Negligence
  - Breach of Contract
  - Breach of Fiduciary Duty
  - Commission Disputes
  - DRE Complaints

ATTORNEYS

CHRISTOPHER J. HERSEY (/CHRISTOPHER-J-HERSEY-1)

DAVID I. KORNBLUH (/DAVID-I-KORNBLUH)

DANIEL J. MULLER (/DANIEL-J-MULLER)

ANTHONY F. VENTURA (/ANTHONY-F-VENTURA)

KATERINA U (/KATERINA-U)

VENTURA HERSEY & MULLER LLP

ATTORNEYS AT LAW

Dan Muller has practiced law for more than 20 years. He specializes in litigating labor and employment matters and has represented both employers and employees. Dan has obtained dismissals and successful verdicts for employers he has defended against claims brought by employees alleging unlawful discrimination and harassment, wrongful termination, failure to pay wages, and breach of contract. Dan has represented individuals, start-up companies, and other businesses in cases of alleged unfair competition and trade secret theft. Dan provides ongoing advice to employers regarding compliance with all state and

DANIEL J. MULLER

Partner

dmuller@venturahersey.com

federal employment laws, union elections, collective bargaining, and arbitrations. Dan has worked with numerous executive and other employees seeking assistance in negotiating employment agreements and severance agreements. Dan has also handled many cases involving business disputes, including those arising out of partnership and corporate dissolutions.

Prior to forming Ventura Hersey & Muller, LLP, Dan was a partner in the Labor & Employment practice group of Nixon Peabody LLP. Before that, Dan was a partner at Thelen, Reid, Brown, Raysman and Steiner LLP. Dan also previously worked as an associate at Littler Mendelson LLP.

Prior to attending law school, Dan taught speech and debate to students at a school in Los Altos, California.

(mailto:dmuller@venturahersey.com)

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EDUCATION

- Emory University School of Law, Atlanta, Georgia; Juris Doctor Degree, With Distinction, May 1997; Honors: Moot Court, Special Teams Member
- Santa Clara University, Santa Clara, California Bachelor of Science in Political Science, June 1993

Dan lives in San Jose with his wife, Elizabeth, and their children, Tessa, Adeline, and Ian.

REPRESENTATIVE MATTERS

- Represented a group of employers in a putative class action lawsuit alleging failure to pay employees properly for lunch breaks and rest periods;
- Represented a San Jose contractor and obtained the favorable settlement of class action claims alleging failure to pay minimum wages and overtime;
- Represented an international communications company in a single plaintiff case alleging misclassification of an employee and alleged wrongful termination;
- Obtained summary judgment for a

BAR ADMISSIONS

- California
- Ninth Circuit Court of Appeals
- Federal District Courts for the Northern and Easter Districts of California

COMMUNITY INVOLVEMENT

- Member of the Board of Trustees, Montalvo Arts Center, Saratoga California
- Member of the Board of Fellows, Santa Clara University, Santa Clara, California

group of individuals who started their own business and were sued by their former employer for alleged trade secret theft and unfair competition; successfully argued that the trial court's decision should be upheld on appeal;

- Represented a San Jose manufacturer of semiconductor industry components and successfully obtained a preliminary injunction against a former executive, which led to a favorable settlement of all corporate and employment claims;
- Represented owners of a business in litigation arising out of the dissolution of a closely held corporation and successfully enforced the provisions of a buy-sell agreement among the business owners;
- Represented a small business in San Jose in connection with an

environmental contamination investigation by the Bay Area Regional Water Board and related litigation with former property owners; successfully obtained an order from the State Water Board ruling that our client was not a responsible party for purposes of state law.

- Represented an individual former owner of an accounting corporation in connection with the dissolution of that corporation; successfully enforced a settlement agreement between the former owners of the corporation and obtained an award of attorneys' fees.

- Represented a REIT specializing in residential loans against allegations of securities fraud brought by a group of shareholders; obtained a complete defense verdict following a three week arbitration;

- Represented an advertising agency against claims brought by a former employee who alleged fraud, breach of contract, and wrongful termination; obtained summary judgment of the employment claims and prevailed on the remaining claims following a month-long jury trial;
- Represented the owners of a small business in San Francisco in connection with valuation claims arising out of the forced buy-out of a former owner; successfully convinced a San Francisco jury to adopt the client's valuation position, which was millions of dollars less than that advocated by the former owner;
- Handled numerous cases and hearings before the California Divisions of Labor Standards Enforcement, the California Department of Fair

Employment and Housing, The Equal Employment Opportunity Commission, the Department of Labor, and the National Labor Relations Board.

- Provides ongoing labor and employment advice—including the preparation of employment policies and handbooks, advice regarding employee hiring and termination, and compliance advice regarding the full range of federal and state employment laws—to numerous small and mid-sized businesses.

Exhibit 4

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JENALE NIELSEN, individually and on behalf of others similarly situated, Plaintiff, vs. WALT DISNEY PARKS AND RESORTS U.S., Inc., a Florida Corporation, and Does 1 through 10, inclusive, Defendant.	Case No.: 8:21-cv-02055-DOC-ADS

DECLARATION OF CAMERON R. AZARI, ESQ.

ON PROPOSED SETTLEMENT NOTICE PROGRAM

I, Cameron R. Azari, Esq., hereby declare and state 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 of Epiq Class Action and 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, un-biased, legal notification plans. Hilsoft is a business unit of Epiq. All references to Epiq within this declaration include Hilsoft.

4. Epiq is an industry leader in class action settlement administration, having implemented more than a thousand successful class action notice and settlement administration programs. Epiq has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. My team and I have experience in more than 575 cases, including more than 70 multidistrict litigations, and have prepared notices which have appeared in 53 languages and been distributed in almost every country, territory, and

dependency in the world. Courts have recognized and approved numerous notice plans developed by Epiq, and those decisions have invariably withstood appellate and collateral review.

RELEVANT EXPERIENCE

5. I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in many significant cases, including: *In Re: Zoom Video Communications, Inc. Privacy Litigation*, 3:20-cv-02155 (N.D. Cal.); *In re Takata Airbag Products Liability Litigation*, MDL No. 2599, 1:15-md-02599 (S.D. Fla.); *In Re: Capital One Consumer Data Security Breach Litigation*, MDL No. 2915, 1:19-md-02915 (E.D. Va.); *In re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626 (M.D. Fla.); *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, 1:19-cv-03924 (N.D. Ill.); *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.); *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.); and *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.).

6. Numerous court decisions and comments regarding my testimony and the strength of our notice programs are included in Hilsoft's curriculum vitae attached hereto as **Attachment 1**. In performing our work, my staff and I draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Epiq since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Overall, I have more than 23 years of experience in the design and implementation of legal notification and claims administration programs, having been personally involved in well over one hundred successful notice programs.

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

OVERVIEW

8. This declaration will describe the proposed Notice Program, and notices (the "Notice" or "Notices") proposed here for the proposed Settlement *Jenale Nielsen v. Walt Disney Parks and Resorts U.S., Inc., No. 8:21-cv-02055-DOC-ADS* in the United States District Court Central District of California. Epiq designed the Notice Program based on our prior experience and research into the notice issues in this case. We have analyzed and proposed the most effective method practicable to effectively provide notice to the Settlement Class.

DATA PRIVACY AND SECURITY

9. Epiq has procedures in place to protect the security of class data. As with all cases, Epiq will maintain extensive data security and privacy safeguards in its capacity as the Settlement Administrator. A *Services Agreement*, which formally retains Epiq as the proposed Settlement Administrator, will govern Epiq's notice and settlement administration responsibilities in this Action. Service changes or modifications beyond the original contract scope will require formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

10. As a data processor, Epiq performs services on data provided, only as outlined in a contract and/or associated statement(s) of work. Epiq does not utilize or perform other procedures on personal data provided or obtained as part of its services to a client. All data provided directly to Epiq will be used solely for the purpose of effectuating the terms of the Settlement Agreement and Releases. Epiq will not use such information or information to be provided by Settlement Class members for any purpose other than the administration of the Settlement in this Action, specifically the information will not be used, disseminated, or disclosed by or to any other person for any other purpose.

11. The security and privacy of clients' and class members' information and data are paramount to Epiq. That is why Epiq has invested in a layered and robust set of trusted security personnel, controls, and technology to protect the data we handle. To promote a secure environment for client and class member data, industry leading firewalls and intrusion prevention systems protect and monitor Epiq's network perimeter with regular vulnerability scans and

penetration tests. Epiq deploys best-in-class endpoint detection, response, and anti-virus solutions on our endpoints and servers. Strong authentication mechanisms and multi-factor authentication are required for access to Epiq's systems and the data we protect. In addition, Epiq has employed the use of behavior and signature-based analytics as well as monitoring tools across our entire network, which are managed 24 hours per day, 7 days per week, by a team of experienced professionals.

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

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

14. Epiq holds several industry certifications including: TISAX, Cyber Essentials, Privacy Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to HIPAA, NIST, and FISMA frameworks. We follow local, national, and international privacy regulations. To support our business and staff, Epiq has a dedicated team to facilitate and monitor compliance with privacy policies. Epiq is also committed to a culture of security mindfulness. All Epiq employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of our work.

15. Upon completion of a project, Epiq continues to host all data until otherwise instructed in writing by a customer to delete, archive or return such data. When a customer requests that Epiq delete or destroy all data, Epiq agrees to delete or destroy all such data; provided, however, that Epiq may retain data as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with Epiq's record retention or back-up policies or procedures (including those regarding electronic communications) then in effect. Epiq keeps data in line with client retention requirements. If no retention period is specified, Epiq returns the data to the client or securely deletes it as appropriate.

NOTICE PLANNING METHODOLOGY

16. Federal Rule of Civil Procedure, Rule 23 directs that notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means."[1] The proposed Notice Program satisfies this requirement.

17. Given our experience with similar notice programs, we expect that the proposed Notice Program will reach at least 90% of the identified Settlement Class members sent individual notice. A Settlement Website will further enhance the reach. In my experience, the projected reach of the Notice Program is consistent with or broader than other court-approved notice programs, and the Notice Program has been designed to satisfy the requirements of due process, including its "desire to actually inform" requirement.[2] In my opinion, the proposed Notice Program is designed to reach the greatest practicable number of Settlement Class members.

NOTICE PROGRAM DETAIL

18. The Notice Program is designed to provide notice to the following "Settlement Class" as defined in the Class Action Settlement Agreement:

[1] Fed. R. Civ. P. 23(c)(2)(B).

[2] *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

> All Persons who purchased a Dream Key. Excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) Defendant; (3) Persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

I further understand that "Dream Key" means the Dream Key pass sold as part of the Disneyland Resort Magic Key Pass program from August 25, 2021 through October 25, 2021. The term "Dream Key" refers to the pass and all of its associated rights, privileges, entitlements, and benefits.

NOTICE PROGRAM

Individual Notice

19. I have reviewed the Settlement Agreement, and it is my understanding that the Defendant will provide email and physical address data to Epiq for virtually all Settlement Class members. The Settlement Class member address data will be used to provide individual notice. An Email Notice will be sent to all identified Settlement Class members for whom a valid email address is available, and a Postcard Notice will be sent by United States Postal Service ("USPS") first class mail to all identified Settlement Class members for whom an email address is either unavailable or the Email Notice is undeliverable after multiple attempts.

Individual Notice - Email

20. Epiq will send an initial Email Notice to all identified Settlement Class members for whom a valid email address is available. The following industry standard best practices will be followed for the Email Notice efforts. The Email Notice will be drafted in such a way that the subject line, the sender, and the body of the message overcome SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will use an embedded html text format. This format will provide easy to read text without graphics, tables, images, attachments, and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Notices will be sent from an IP address known to major email providers as one not used to send bulk "SPAM" or "junk"

email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the Email Notices are from our authorized mail servers. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the Settlement Website. By clicking the link, recipients will be able to easily access the Long Form Notice, Settlement Agreement, and other information about the Settlement.

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

Individual Notice - Direct Mail

22. Epiq will send a Postcard Notice to all identified Settlement Class members for whom an email address is either unavailable or the Email Notice is undeliverable after several attempts. The Postcard Notice will be sent by USPS first class mail. The Postcard Notice will clearly and concisely summarize the case and the legal rights of the Settlement Class members. The Postcard Notice will also direct the recipients to the Settlement Website where they can access additional information.

23. Prior to sending the Postcard Notices, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by the USPS to ensure Settlement Class member address information is up-to-date and accurately formatted for mailing.[3] In addition, the addresses will be certified through the Coding Accuracy Support System ("CASS") to ensure

[3] The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address 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.

the quality of the zip code, and will be verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of current day promotional mailings.

24. Postcard Notices returned as undeliverable will be re-mailed to any new address provided by the USPS on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the USPS returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices will be promptly remailed. If the initial Postcard Notice is returned undeliverable, and Epiq is unable to obtain an alternative postal address to send the initial Postcard Notice, then an initial Email Notice will be sent.

25. Both the Email Notice and the Postcard Notice will advise Settlement Class Members that, as long as they do not request exclusion from the settlement, and as long as the Settlement is approved, they will receive an automatic payment (and do not need to file a Claim). The Notices will advise Settlement Class Members that they may go to the Settlement Website and elect to receive their automatic payment digitally (through a menu of options). Class Members who make no election will automatically be sent a traditional paper check.

Settlement Website

26. Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. The Settlement Website will contain relevant documents and information including: (i) the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free telephone number applicable to the Settlement; (iii) documents, including the Settlement Agreement, the Long Form Notice, Court Orders regarding this Settlement, and other relevant Court documents, including the Motion for Approval of Attorneys' Fees and Costs; and (iv) advise that they may elect to receive their payment digitally or via paper check. In addition, the Settlement Website will include answers to frequently asked questions ("FAQs"), instructions for how Settlement Class members may opt-out (request exclusion) from or object to the Settlement, provide contact information for the Settlement Administrator, and

advise how to obtain other case-related information. The Settlement Website address will be prominently displayed in all notice documents.

Toll-Free Telephone Number

27. A toll-free telephone number will be established for the Settlement. Callers will be able to hear an introductory message. Callers will also have the option to learn more about the Settlement in the form of recorded answers to FAQs. The toll-free telephone number will be prominently displayed in all notice documents. The automated phone system will be available 24 hours per day, 7 days per week.

28. A postal mailing address will also be provided, allowing Settlement Class members the opportunity to request additional information or ask questions.

CONCLUSION

29. In class action notice planning, execution, and analysis, we are guided and governed by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements will be met in this case.

30. The proposed Notice Program includes individual notice to the identified Settlement Class members. Given our experience with similar notice programs, we expect that the proposed Notice Program will reach at least 90% of the identified Settlement Class members sent individual notice. A Settlement Website will further enhance the reach.

31. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon in federal cases, states that "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together

will reach a high percentage of the Settlement Class. It is reasonable to reach between 70–95%."[4] Here, the Notice Plan will achieve a reach at the higher end of that acceptable range.

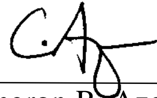
32. The proposed Notice Program will provide the best notice practicable under the circumstances of this case, and conforms to all aspects of Federal Rules of Civil Procedure, Rule 23, the guidance for effective notice in the *Manual for Complex Litigation* 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its "desire to actually inform" requirement.

33. The proposed schedule will afford enough time to provide full and proper notice to Settlement Class members before the Opt-Out and Objection Deadline.

34. At the conclusion of the Notice Program, I will provide a declaration verifying the effective implementation of the Notice Program.

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

Executed September 7, 2023.



Cameron R. Azari, Esq.

[4] FED. JUDICIAL CTR., JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND 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.

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 575 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 implemented an extensive notice program for a $190 million data breach settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement class members and were enhanced by a supplemental media plan that included banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website. ***In Re: Capital One Consumer Data Security Breach Litigation*** MDL No. 2915, 1:19-md-02915 (E.D. Va.).

- 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 approximately 91% of the class and were enhanced by supplemental media provided with regional newspaper notice, nationally distributed digital and social media notice (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.).

- Hilsoft designed and implemented several notice programs to notify retail purchasers of disposable contact lenses regarding four settlements with different settling defendants totaling $88 million. For each notice program more than 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a well-read nationwide consumer publication, internet banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website. ***In re: Disposable Contact Lens Antitrust Litigation*** 3:15-md-02626 (M.D. Fla.).

- For a $21 million settlement that involved The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products, Hilsoft designed and implemented a media based notice plan. The plan included a consumer print publication notice, targeted banner notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website. ***In re: fairlife Milk Products Marketing and Sales Practices Litigation*** 1:19-cv-03924 (N.D. Ill.).

- For a $60 million settlement for Morgan Stanley Smith Barney's account holders in response to "Data Security Incidents," Hilsoft designed and implemented an extensive individual notice program. 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.).

- 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 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 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, 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** MDL No. 2599 (S.D. Fla.).

- Hilsoft designed and implemented a notice plan for a false advertising settlement. The notice plan included a nationwide media plan with a consumer print publication, digital notice and social media (delivering more than 231.6 million impressions nationwide in English and Spanish) and was combined with individual notice via email or postcard to more than 1 million identified class members. The notice plan reached approximately 79% of Adults, Aged 21+ in the U.S. who drink alcoholic beverages, an average of 2.4 times each. The reach was further enhanced by internet sponsored search listings, an informational release, and a website. ***Browning et al. v. Anheuser-Busch, LLC*** 20-cv-00889 (W.D. Mo.).

- For a $63 million settlement, Hilsoft designed and implemented a comprehensive, nationwide media notice effort using magazines, digital banners and social media (delivering more than 758 million impressions), and radio (traditional and satellite), among other media. The media notice reached at least 85% of the class. In addition, more than 3.5 million email notices and/or postcard notices were delivered to identified class members. The individual notice and media notice were supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a website. ***In re: U.S. Office of Personnel Management Data Security Breach Litigation*** MDL No. 2664, 15-cv-01394 (D.D.C.).

- 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 approximately 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.).

- 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. In addition, Hilsoft implemented a 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 notices and social media notices geo-targeted to Flint, Michigan and the state of Michigan. Combined, the notice program individual notice and media notice efforts reached more than 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 approximately 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 listings and a settlement website further extended the reach of the notice program. ***In re Toll Roads Litigation*** 8:16-cv-00262 (C.D. Cal.).

- For a landmark $6.05 billion settlement reached by Visa and MasterCard, Hilsoft implemented an extensive notice program with more than 19.8 million direct mail notices together with insertions in more than 1,500 newspapers, consumer magazines, national business publications, and trade and specialty publications, with notices in multiple languages, and an online banner notice campaign that generated more than 770 million impressions. Sponsored search listings and a website in eight languages expanded the notice efforts. For a subsequent, $5.54 billion settlement reached by Visa and MasterCard, Hilsoft implemented a notice program with more than 16.3 million direct mail notices, more than 354 print publication insertions, and banner notices that generated more than 689 million impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** MDL No. 1720, 1:05-md-01720, (E.D.N.Y.). The Second Circuit affirmed the settlement approval. *See* No. 20-339 *et al.*, — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).

- 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 website. ***In re: Lithium Ion Batteries Antitrust Litigation*** MDL No. 2420, 4:13-md-02420, (N.D. Cal.).

- For a $26.5 million settlement, Hilsoft implemented a 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 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 further 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.).

- 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 that reached 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 for a $32 million settlement. Notice efforts included 8.6 million double-postcard notices and 1.4 million email notices sent to inform class members of the settlement. The individual notice efforts reached approximately 93.3% of the settlement class. An informational release, geo-targeted publication notice, and a website further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** MDL No. 2633, 3:15-md-2633 (D. Ore.).

- For a $20 million Telephone Consumer Protection Act ("TCPA") settlement, Hilsoft created a notice program with mail or email notice to more than 6.9 million class members and media notice via newspaper and internet banners, which combined reached approximately 90.6% of the class. ***Vergara et al., v. Uber Technologies, Inc.*** 1:15-cv-06972 (N.D. Ill.).

- An extensive notice effort was designed and implemented by Hilsoft for asbestos personal injury claims and rights as to Debtors' Joint Plan of Reorganization and Disclosure Statement. 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 efforts. ***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*** MDL No. 2672 (N.D. Cal.).

- Hilsoft handled a large asbestos bankruptcy bar date notice effort with individual notice, national consumer publications, hundreds of local and national newspapers, Spanish 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.).

- For overdraft fee class action settlements from 2010-2020, Hilsoft developed programs integrating individual notice, and in some cases paid media notice efforts for more than 20 major U.S. commercial banks. ***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 for 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 opined on all forms of notice and designed and implemented a dual notice program for "Economic and Property Damages" and "Medical Benefits." The notice program reached at least 95% of Gulf Coast region adults with 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. Hilsoft also implemented one of the largest claim deadline notice campaigns, with a combined measurable paid print, television, radio, and internet notice 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.).

- A 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 notice campaigns in compliance with FRCP Rule 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: fairlife Milk Products Marketing and Sales Practices Litigation, In re: Disposable Contact Lens Antitrust 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 notice requirements, 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 more than 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, Browning et al. v. Anheuser-Busch, LLC, 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,* and *Hale v. State Farm Mutual Automobile Insurance Company*. Kyle also handles and has worked on more than 350 CAFA notice mailings. 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 and bankruptcy administration experience. She has worked on all aspects of class action settlement administration, including pre-settlement class action legal noticing work with clients and complex settlement administration. Stephanie is responsible for assisting clients with drafting detailed legal notice documents and writing declarations. 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: Capital One Consumer Data Security Breach Litigation, In re: fairlife Milk Products Marketing and Sales Practices 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 400 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 2022, Amsterdam, The Netherlands, Nov. 17, 2022.

- **Cameron Azari** Speaker, "Driving Claims in Consumer Settlements: Notice/Claim Filing and Payments in the Digital Age." Mass Torts Made Perfect Bi-Annual Conference, Las Vegas, NV, Oct. 12, 2022.

- **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 DeValerio 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 David O. Carter, *In re: California Pizza Kitchen Data Breach Litigation* (Feb. 22, 2023) 8:21-cv-01928 (C.D. Cal.):

> *The Court finds that the Class Notice plan provided for 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 Consolidated Cases, 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, 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 David Knutson, *Duggan et al. v. Wings Financial Credit Union* (Feb. 3, 2023) 19AV-cv-20-2163 (Dist. Ct., Dakota Cnty., Minn.):

> *The Court finds that notice of the Settlement to the Class was the best notice practicable and complied with the requirements of Due Process.*

Judge Clarence M. Darrow, *Rivera v. IH Mississippi Valley Credit Union* (Jan. 26, 2023) 2019 CH 299 (Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill.):

> *The Court finds that the distribution of the Notices and the notice methodology were properly implemented in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and Class members have received the best notice practicable under the circumstances of the pendency of this action, their right to opt out, their right to object to the settlement, and all other relevant matters. The notices provided to the class met all requirements of due process, 735 ILCS 5/8-2001, et seq., and any other applicable law.*

Judge Andrew M. Lavin, *Brower v. Northwest Community Credit Union* (Jan. 18, 2023) 20CV38608 (Ore. Dist. Ct. Multnomah Cnty.):

> *This Court finds that the distribution of the Class Notice was completed in accordance with the Preliminary Approval/Notice Order, signed September 8, 2022, was made pursuant to ORCP 32 D, and 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 Gregory H. Woods, *Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications, Inc.* (Jan. 5, 2023) 1:20-cv-02667 (S.D.N.Y.):

> *The Court finds that the notice provided to the Class Members was the best notice practicable under the circumstances, and that it complies with the requirements of Rule 23(c)(2).*

Judge Ledricka Thierry, *Opelousas General Hospital Authority v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana* (Dec. 21, 2022) 16-C-3647 (27th Jud. D. Ct. La.):

> *Notice given to Class Members and all other interested parties pursuant to this Court's order of October 31, 2022, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as defined, 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 Dale S. Fischer, *DiFlauro, et al. v. Bank of America, N.A.* (Dec. 19, 2022) 2:20-cv-05692 (C.D. Cal.):

> *The form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and 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 Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.*

Judge Stephen R. Bough, *Browning et al. v. Anheuser-Busch, LLC* (Dec. 19, 2022) 4:20-cv-00889 (W.D. Mo.):

> *The Court has determined that the Notice given to the Classes, in accordance with the Notice Plan in the Settlement Agreement and the Preliminary Approval Order, fully and accurately informed members of the Classes of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the Notice given to the Classes was adequate and reasonable.*

Judge Robert E. Payne, *Haney et al. v. Genworth Life Insurance Co. et al.* (Dec. 12, 2022) 3:22-cv-00055 (E.D. Va.):

> *The Court preliminarily approved the Amended Settlement Agreement on July 7, 2022, and directed that notice be sent to the Class. ECF No. 34. The Notice explained the policy election options afforded to class members, how they could communicate with Class Counsel about the Amended Settlement Agreement, their rights and options thereunder, how they could examine certain information on a website that was set up as part of the settlement process, and their right to object to the proposed settlement and opt out of the proposed case. Class members were also informed that they could contact independent counsel of their choice for advice.*
>
> *In assessing the adequacy of the Notice, as well as the fairness of the settlement itself, it is important that, according to the record, as of November 1, 2022, the Notice reached more than 99% of the more than 352,000 class members.*
>
> *All things considered, the Notice is adequate under the applicable law….*

Judge Danielle Viola, *Dearing v. Magellan Health, Inc. et al.* (Dec. 5, 2022) CV2020-013648 (Sup. Ct. Cnty. Maricopa, Ariz.):

> *The Court finds that the Notice to the Settlement Class fully complied with the requirements of the Arizona Rules of Civil Procedure and due process, has constituted the best notice practicable under the circumstances, was reasonably calculated to provide, and did provide, due and sufficient notice to Settlement Class Members regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, the rights of Settlement Class Members to exclude themselves from or object to the Settlement, the right to appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement.*

Judge Michael A. Duddy, *Churchill et al. v. Bangor Savings Bank* (Dec. 5, 2022) BCD-CIV-2021-00027 (Maine Bus. & Consumer Ct.):

> *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.*

Judge Andrew Schulman, *Guthrie v. Service Federal Credit Union* (Nov. 22, 2022) 218-2021-CV-00160 (Sup. Ct. Rockingham Cnty., N.H.):

> *The notice given to the Settlement Class of the Settlement and the other matters set forth therein was the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. Said notice provided due and adequate notice of these proceedings and of the matters set forth in the Agreement, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of New Hampshire law and due process.*

Judge Charlene Edwards Honeywell*, Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute* (Nov. 14, 2022) 8:20-cv-01798 (M.D. Fla):

> *The Court finds and determines that the Notice Program, preliminarily approved on May 16, 2022, and implemented on June 15, 2022, constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Notice Program involved direct notice via e-mail and postal mail providing details of the Settlement, including the benefits available, how to exclude or object to the Settlement, when the Final Fairness Hearing would be held, and how to inquire further about details of the Settlement. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.*

Judge Thomas W. Thrash, Jr., *Callen v. Daimler AG and Mercedes-Benz USA, LLC* (Nov. 7, 2022) 1:19-cv-01411 (N.D. Ga.):

> *The Court finds that notice was given in accordance with the Preliminary Approval Order (Dkt. No. 79), and that the form and content of that Notice, and the procedures for dissemination thereof, afforded adequate protections to Class Members and satisfy the requirements of Rule 23(e) and due process and constitute the best notice practicable under the circumstances.*

Judge Mark Thomas Bailey, *Snyder et al. v. The Urology Center of Colorado, P.C.* (Oct. 30, 2022) 2021CV33707 (2nd Dist. Ct, Cnty. of Denver Col.):

> *The Court finds that the Notice Program, 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 Litigation, 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, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Colorado Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

Judge Amy Berman Jackson*, In re: U.S. Office of Personnel Management Data Security Breach Litigation* (Oct. 28, 2022) MDL No. 2664, 15-cv-01394 (D.D.C.):

> *The Court finds that notice of the Settlement was given to Class Members in accordance with the Preliminary Approval Order, and that it constituted the best notice practicable of the matters set forth therein, including the Settlement, to all individuals entitled to such notice. It further finds that the notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.*

Judge John R. Tunheim*, In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs)* (Smithfield Foods, Inc.) (Oct. 19, 2022) 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 Harvey E. Schlesinger*, In re Disposable Contact Lens Antitrust Litigation* (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Oct. 12, 2022) 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 Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (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 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; and (vi) the right to appear at the Fairness Hearing; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreements; 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 George H. Wu, *Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al.* (Oct. 11, 2022) 2:18-cv-03019 (C.D. Cal):

> *[T]he Court finds that the Notice and notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted methods that were reasonably calculated to inform the members of the Settlement Class of the Settlement and their rights thereunder; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law.*

Judge Robert M. Dow, Jr., *In re: fairlife Milk Products Marketing and Sales Practices Litigation* (Sept. 28, 2022) MDL No. 2909, 1:19-cv-03924 (N.D. Ill.):

> *The Court finds that the Class Notice Program implemented pursuant to the Settlement Agreement and the Order preliminarily approving the Settlement … (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing, and of their right to seek monetary and other relief, (iii) constituted reasonable, due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and any other applicable law.*

Judge Ethan P. Schulman, *Rodan & Fields LLC; Gorzo et al. v. Rodan & Fields, LLC* (Sept. 28, 2022) CJC-18-004981, CIVDS 1723435 & CGC-18-565628 (Sup. Ct. Cal., Cnty. of San Bernadino & Sup. Ct. Cal. Cnty. of San Francisco):

> *The Court finds the Full Notice, Email Notice, Postcard Notice, and Notice of Opt-Out (collectively, the "Notice Packet") and its distribution to Class Members have been implemented pursuant to the Agreement and this Court's Preliminary Approval Order. The Court also finds the Notice Packet: a) Constitutes notice reasonably calculated to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to claim a Settlement Benefit; (vi) their right to*

appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in the class action lawsuit on all Participating Class Members; b) Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and due process; c) Constitutes the best practicable notice to Class Members under the circumstances of the class action lawsuit; and d) Constitutes reasonable, adequate, and sufficient notice to Class Members.

Judge Anthony J Trenga, *In Re: Capital One Customer Data Security Breach Litigation* (Sept. 13, 2022) MDL No. 1:19-md-2915, 1:19-cv-02915 (E.D Va.):

Pursuant to the Court's direction, the Claims Administrator appointed by the Court implemented a robust notice program … The Notice Plan has been successfully implemented and reached approximately 96 percent of the Settlement Class by the individual notice efforts alone…. Targeted internet advertising and extensive news coverage enhanced public awareness of the Settlement.

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the Parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the Settlement Administrator and Parties have complied with the directives of the Order Granting Preliminary Approval of Class Action Settlement and Directing Notice of Proposed Settlement and the Court reaffirms its findings concerning notice ….

Judge Evelio Grillo, *Aseltine v. Chipotle Mexican Grill, Inc.* (Sept. 13, 2022) RG21088118 (Cir. Ct. Cal. Alameda Cnty.):

The proposed class notice form and procedure are adequate. The email notice is appropriate given the amount at issue for each member of the class.

Judge David S. Cunningham, *Muransky et al. v. The Cheesecake Factory et al.* (Sept. 9, 2022) 19 stcv 43875 (Sup. Ct. Cal. Cnty. of Los Angeles):

The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best notice that is practicable under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and the Class Settlement set forth in the Agreement ("Class Settlement"), and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on May 20, 2022; (iii) constitutes due, adequate, and sufficient notice to all person or entities entitled to receive notice; and (iv) meets the requirements of due process, California Code of Civil Procedure § 382, and California Rules of Court, Rules 3.760-3.771.

Judge Steven E. McCullough, *Fallis et al. v. Gate City Bank* (Sept. 9, 2022) 09-2019-cv-04007 (East Cent. Dist. Ct. Cass Cnty. N.D.):

The Courts finds that the distribution of the Notices and the Notice Program were properly implemented in accordance with N.D. R. Civ. P. 23, the terms of the Agreement, and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and that the Notice (a) constitutes the best notice practicable under the circumstances; (b) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of the Agreement and their right to exclude themselves or object to the Agreement and to appear at the Final Approval Hearing; (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (d) meets all applicable requirements of North Dakota law and any other applicable law and due process requirements.

Judge Susan N. Burke, *Mayo v. Affinity Plus Federal Credit Union* (Aug. 29, 2022) 27-cv-20-11786 (4th Jud. Dist. Ct. Minn.):

The Court finds that Notice to the Settlement Class was the best notice practicable and complied with the requirements of Due Process, and that the Notice Program was completed in compliance with the Preliminary Approval Order and the Agreement.

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. Va.):

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. 200-223. 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 (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.*

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 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 Graham C. Mullen, *In re: Kaiser Gypsum Company, Inc. et al*. (July 27, 2021) 16-cv-31602 (W.D.N.C.):

[T]the 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, *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 Mach 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, *Al'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. Va.):

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.):

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) MDL No. 2633, 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. Va.):

> *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 Bettlestone, *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…. 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 Herndon, *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]the 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 "apprise[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."…. 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 … 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):

> *[T]he 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:

Case	Court
In Re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation	N.D. Cal., No. 19-md-02913
Rogowski et al. v. State Farm Life Insurance Company et al. **(Whole Life or Universal Life Insurance)**	W.D. Mo., No. 4:22-cv-00203
Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown **(TCPA)**	W.D.N.Y., No. 1:22-cv-00309
In re: Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation	S.D. Ind., No. 3:21-cv-00007
Meier v. Prosperity Bank **(Bank Fees & Overdraft)**	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
Middleton et al. v. Liberty Mutual Personal Insurance Company et al. **(Auto Insurance Claims Sales Tax)**	S.D. Ohio, No. 1:20-cv-00668
Checchia v. Bank of America, N.A. **(Bank Fees)**	E.D. Penn., No. 2:21-cv-03585
McCullough v. True Health New Mexico, Inc. **(Data Breach)**	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al. **(Swiss Franc LIBOR-Based Derivatives)**	S.D.N.Y., No. 1:15-cv-00871
Duggan et al. v. Wings Financial Credit Union **(Bank Fees)**	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
Miller v. Bath Saver, Inc. et al. **(TCPA)**	M.D. Penn., No. 1:21-cv-01072
Chapman v. Insight Global Inc. **(Data Breach)**	M.D. Penn., No. 1:21-cv-00824
Thomsen et al. v. Morley Cos., Inc. **(Data Breach)**	E.D. Mich., No. 1:22-cv-10271
In re Scripps Health Data Incident Litigation **(Data Breach)**	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
In Re Robinhood Outage Litigation **(Trading Outage)**	N.D. Cal., No. 3:20-cv-01626
Walker v Highmark BCBSD Health **(TCPA)**	W.D. Penn., No. 20-cv-01975
Dickens et al. v. Thinx, Inc. **(Consumer Product)**	S.D.N.Y., No. 1:22-cv-04286
Service et al. v. Volkswagen Group of America et al. **(Data Breach)**	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company **(Automobile Total Loss)**	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al. **(Data Breach)**	S.D. Fla., No. 21-cv-61275
Rivera v. IH Mississippi Valley Credit Union **(Overdraft)**	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
Guthrie v. Service Federal Credit Union **(Overdraft)**	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
Opelousas General Hospital Authority. v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana **(Medical Insurance)**	27th Jud. D. Ct. La., No. 16-C-3647
Churchill et al. v. Bangor Savings Bank **(Overdraft)**	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
Brower v. Northwest Community Credit Union **(Bank Fees)**	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
Kent et al. v. Women's Health USA, Inc. et al. **(IVF Antitrust Pricing)**	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S

In re: U.S. Office of Personnel Management Data Security Breach Litigation	D.D.C., No. MDL No. 2664, 15-cv-01394
In re: fairlife Milk Products Marketing and Sales Practices Litigation **(False Labeling & Marketing)**	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
In Re: Zoom Video Communications, Inc. Privacy Litigation	N.D. Cal., No. 3:20-cv-02155
Browning et al. v. Anheuser-Busch, LLC **(False Advertising)**	W.D. Mo., No. 20-cv-00889
Callen v. Daimler AG and Mercedes-Benz USA, LLC **(Interior Trim)**	N.D. Ga., No. 1:19-cv-01411
In re: Disposable Contact Lens Antitrust Litigation **(Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)**	M.D. Fla., No. 3:15-md-02626
Ford et al. v. [24]7.ai, Inc. **(Data Breach - Best Buy Data Incident)**	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
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***	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) **(Smithfield Foods, Inc.)**	D. Minn., No. 0:18-cv-01776
Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. **(Biometrics)**	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
In Re: Capital One Consumer Data Security Breach Litigation	E.D. Va., MDL No. 2915, No. 1:19-md-02915
Aseltine v. Chipotle Mexican Grill, Inc. **(Food Ordering Fees)**	Cir. Ct. Cal. Alameda Cnty., No. RG21088118
In re Morgan Stanley Data Security Litigation	S.D.N.Y., No. 1:20-cv-05914
DiFlauro et al. v. Bank of America, N.A. **(Mortgage Bank Fees)**	C.D. Cal., No. 2:20-cv-05692
In re: California Pizza Kitchen Data Breach Litigation	C.D. Cal., No. 8:21-cv-01928
Breda v. Cellco Partnership d/b/a Verizon Wireless **(TCPA)**	D. Mass., No. 1:16-cv-11512
Snyder et al. v. The Urology Center of Colorado, P.C. **(Data Breach)**	2nd Dist. Ct, Cnty. of Denver Col., No. 2021CV33707
Dearing v. Magellan Health Inc. et al. **(Data Breach)**	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. **(Data Breach)**	S.D.N.Y., No. 1:20-cv-02667
In Re: Takata Airbag Products Liability Litigation **(Volkswagen)**	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
Beiswinger v. West Shore Home, LLC **(TCPA)**	M.D. Fla., No. 3:20-cv-01286
Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. **(Biometrics)**	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. **(Data Breach)**	N.D. Tex., No. 3:20-cv-03424
Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC **(Lash Boost Mascara Product)**	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
Cochran et al. v. The Kroger Co. et al. **(Data Breach)**	N.D. Cal., No. 5:21-cv-01887

Fernandez v. Rushmore Loan Management Services LLC **(Mortgage Loan Fees)**	C.D. Cal., No. 8:21-cv-00621
Abramson v. Safe Streets USA LLC **(TCPA)**	E.D.N.C., No. 5:19-cv-00394
Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute **(Data Breach)**	M.D. Fla., No. 8:20-cv-01798
Mayo v. Affinity Plus Federal Credit Union **(Overdraft)**	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
Johnson v. Moss Bros. Auto Group, Inc. et al. **(TCPA)**	C.D. Cal., No. 5:19-cv-02456
Muransky et al. v. The Cheesecake Factory, Inc. et al. **(FACTA)**	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
Haney v. Genworth Life Ins. Co. **(Long Term Care Insurance)**	E.D. Va., No. 3:22-cv-00055
Halcom v. Genworth Life Ins. Co. **(Long Term Care Insurance)**	E.D. Va., No. 3:21-cv-00019
Mercado et al. v. Verde Energy USA, Inc. **(Variable Rate Energy)**	N.D. Ill., No. 1:18-cv-02068
Fallis et al. v. Gate City Bank **(Overdraft)**	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
Sanchez et al. v. California Public Employees' Retirement System et al. **(Long Term Care Insurance)**	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. **(Data Breach for Payment Cards)**	C.D. Cal., No. 2:18-cv-03019
Wallace v. Wells Fargo **(Overdraft Fees on Uber and Lyft One-Time Transactions)**	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
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.***	N.D. Ill., No. 1:20-cv-02295
Coleman v. Alaska USA Federal Credit Union **(Retry Bank Fees)**	D. Alaska, No. 3:19-cv-00229
Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. **(My Little Steamer)**	E.D.N.Y., No. 1:18-cv-07124
In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) **(JBS USA Food Company, JBS USA Food Company Holdings)**	D. Minn., No. 0:18-cv-01776
Lozano v. CodeMetro Inc. **(Data Breach)**	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
Yamagata et al. v. Reckitt Benckiser LLC **(Schiff Move Free® Advanced Glucosamine Supplements)**	N.D. Cal., No. 3:17-cv-03529
Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership **(TCPA)**	M.D. Fla., No. 8:13-cv-01592
Thompson et al. v. Community Bank, N.A. **(Overdraft)**	N.D.N.Y., No. 8:19-cv-00919
Bleachtech L.L.C. v. United Parcel Service Co. **(Declared Value Shipping Fees)**	E.D. Mich., No. 2:14-cv-12719
Silveira v. M&T Bank **(Mortgage Fees)**	C.D. Cal., No. 2:19-cv-06958
In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. **(OCTA Settlement - Collection & Sharing of Personally Identifiable Information)**	C.D. Cal., No. 8:16-cv-00262
In Re: Toll Roads Litigation **(3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)**	C.D. Cal., No. 8:16-cv-00262
Pearlstone v. Wal-Mart Stores, Inc. **(Sales Tax)**	C.D. Cal., No. 4:17-cv-02856
Zanca et al. v. Epic Games, Inc. **(Fortnite or Rocket League Video Games)**	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534

In re: Flint Water Cases	E.D. Mich., No. 5:16-cv-10444
Kukorinis v. Walmart, Inc. **(Weighted Goods Pricing)**	S.D. Fla., No. 1:19-cv-20592
Grace v. Apple, Inc. **(Apple iPhone 4 and iPhone 4S Devices)**	N.D. Cal., No. 17-cv-00551
Alvarez v. Sirius XM Radio Inc.	C.D. Cal., No. 2:18-cv-08605
In re: Pre-Filled Propane Tank Antitrust Litigation	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
In re: Disposable Contact Lens Antitrust Litigation **(ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)**	M.D. Fla., No. 3:15-md-02626
Morris v. Provident Credit Union **(Overdraft)**	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
Pennington v. Tetra Tech, Inc. et al. **(Property)**	N.D. Cal., No. 3:18-cv-05330
Maldonado et al. v. Apple Inc. et al. **(Apple Care iPhone)**	N.D. Cal., No. 3:16-cv-04067
UFCW & Employers Benefit Trust v. Sutter Health et al. **(Self-Funded Payors)**	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
Fitzhenry v. Independent Home Products, LLC **(TCPA)**	D.S.C., No. 2:19-cv-02993
In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.	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. **(Service Disruption)**	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. 13th 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
In re: Disposable Contact Lens Antitrust Litigation **(CooperVision, Inc.) (Unilateral Pricing Policies)**	M.D. Fla., No. 3:15-md-02626
Hyder et al. v. Consumers County Mutual Insurance Company	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
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	E.D. Tex., No. 4:19-cv-00248
In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation	D.S.C., MDL No. 2613, No. 6:15-MN-02613
Liggio v. Apple Federal Credit Union	E.D. Va., No. 1:18-cv-01059
Garcia v. Target Corporation **(TCPA)**	D. Minn., No. 16-cv-02574
Albrecht v. Oasis Power, LLC d/b/a Oasis Energy	N.D. Ill., No. 1:18-cv-01061
McKinney-Drobnis et al. v. Massage Envy Franchising	N.D. Cal., No. 3:16-cv-06450
In re: Optical Disk Drive Products Antitrust Litigation	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
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	E.D. Tex., No. 4:17-cv-00001
In re: Kaiser Gypsum Company, Inc. et al. **(Asbestos)**	Bankr. W.D. N.C., No. 16-31602
Kuss v. American HomePatient, Inc. et al. **(Data Breach)**	M.D. Fla., No. 8:18-cv-02348
Lusnak v. Bank of America, N.A.	C.D. Cal., No. 14-cv-01855
In re: Premera Blue Cross Customer Data Security Breach Litigation	D. Ore., MDL No. 2633, No. 3:15-md-02633
Elder v. Hilton Worldwide Holdings, Inc. **(Hotel Stay Promotion)**	N.D. Cal., No. 16-cv-00278
Grayson et al. v. General Electric Company **(Microwaves)**	D. Conn., No. 3:13-cv-01799

Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
Lashambae v. Capital One Bank, N.A. **(Overdraft)**	E.D.N.Y., No. 1:17-cv-06406
Trujillo et al. v. Ametek, Inc. et al. **(Toxic Leak)**	S.D. Cal., No. 3:15-cv-01394
Cox et al. v. Ametek, Inc. et al. **(Toxic Leak)**	S.D. Cal., No. 3:17-cv-00597
Pirozzi et al. v. Massage Envy Franchising, LLC	E.D. Mo., No. 4:19-cv-00807
Lehman v. Transbay Joint Powers Authority et al. **(Millennium Tower)**	Sup. Ct. Cal., No. GCG-16-553758
In re: FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744
Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
Behfarin v. Pruco Life Insurance Company et al.	C.D. Cal., No. 17-cv-05290
In re: Renovate America Finance Cases **(Tax Assessment Financing)**	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
Nelson v. Roadrunner Transportation Systems, Inc. **(Data Breach)**	N.D. Ill., No. 1:18-cv-07400
Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Va., 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
Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.	S.D. Tex., No. 4:17-cv-03852
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
***Martin v. Trott* (MI - Foreclosure)**	E.D. Mich., No. 2:15-cv-12838
***Knapper v. Cox Communications, Inc.* (TCPA)**	D. Ariz., No. 2:17-cv-00913
***Dipuglia v. US Coachways, Inc.* (TCPA)**	S.D. Fla., No. 1:17-cv-23006
***Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (TCPA)**	N.D. Cal., No. 3:16-cv-05486
First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.	S.D. Ill., No. 3:13-cv-00454
Raffin v. Medicredit, Inc. et al.	C.D. Cal., No. 15-cv-04912
***Gergetz v. Telenav, Inc.* (TCPA)**	N.D. Cal., No. 5:16-cv-04261
***Ajose et al. v. Interline Brands Inc.* (Plumbing Fixtures)**	M.D. Tenn., No. 3:14-cv-01707
Underwood v. Kohl's Department Stores, Inc. et al.	E.D. Pa., No. 2:15-cv-00730
Surrett et al. v. Western Culinary Institute et al.	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
***Vergara et al., v. Uber Technologies, Inc.* (TCPA)**	N.D. Ill., No. 1:15-cv-06972
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)	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
***In re: Takata Airbag Products Liability Litigation* (OEMs – BMW, Mazda, Subaru, and Toyota)**	S.D. Fla., MDL No. 2599
***In re: Takata Airbag Products Liability Litigation* (OEMs – Honda and Nissan)**	S.D. Fla., MDL No. 2599
***In re: Takata Airbag Products Liability Litigation* (OEM – Ford)**	S.D. Fla., MDL No. 2599
***Poseidon Concepts Corp. et al.* (Canadian Securities Litigation)**	Ct. of QB of Alberta, No. 1301-04364

Callaway v. Mercedes-Benz USA, LLC **(Seat Heaters)**	C.D. Cal., No. 8:14-cv-02011
Hale v. State Farm Mutual Automobile Insurance Company et al.	S.D. Ill., No. 3:12-cv-00660
Farrell v. Bank of America, N.A. **(Overdraft)**	S.D. Cal., No. 3:16-cv-00492
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 2688, No. 16-md-02688
Wallace et al. v. Monier Lifetile LLC et al.	Sup. Ct. Cal., No. SCV-16410
In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-00940
Pantelyat et al. v. Bank of America, N.A. et al. **(Overdraft / Uber)**	S.D.N.Y., No. 16-cv-08964
Falco et al. v. Nissan North America, Inc. et al. **(Engine – CA & WA)**	C.D. Cal., No. 2:13-cv-00686
Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al. **(ISDAfix Instruments)**	S.D.N.Y., No. 14-cv-07126
Larson v. John Hancock Life Insurance Company (U.S.A.)	Sup. Ct. Cal., No. RG16813803
Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008
Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-00703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon et al. v. Amadeus IT Group, S.A. et al.	S.D.N.Y., No. 1:15-cv-05457
Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311
Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.	E.D. Pa., No. 2:14-cv-04464
Mahoney v. TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029
Ma et al. v. Harmless Harvest Inc. **(Coconut Water)**	E.D.N.Y., No. 2:16-cv-07102
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425
The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority ("PREPA") **(Bankruptcy)**	D. Puerto Rico, No. 17-cv-04780
In re: Syngenta Litigation	4th Jud. Dist. Minn., No. 27-cv-15-3785
T.A.N. v. PNI Digital Media, Inc.	S.D. Ga., No. 2:16-cv-00132
Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)	N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
McKnight et al. v. Uber Technologies, Inc. et al.	N.D. Cal., No. 14-cv-05615
Gottlieb v. Citgo Petroleum Corporation **(TCPA)**	S.D. Fla., No. 9:16-cv-81911
Farnham v. Caribou Coffee Company, Inc. **(TCPA)**	W.D. Wis., No. 16-cv-00295
Jacobs et al. v. Huntington Bancshares Inc. et al. **(FirstMerit Overdraft Fees)**	Ohio C.P., No. 11CV000090
Morton v. Greenbank **(Overdraft Fees)**	20th Jud. Dist. Tenn., No. 11-135-IV

Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al. **(Overdraft Fees)**	Dist. Ct. Okla., No. CJ-2015-00859
Klug v. Watts Regulator Company **(Product Liability)**	D. Neb., No. 8:15-cv-00061
Bias v. Wells Fargo & Company et al. **(Broker's Price Opinions)**	N.D. Cal., No. 4:12-cv-00664
Greater Chautauqua Federal Credit Union v. Kmart Corp. et al. **(Data Breach)**	N.D. Ill., No. 1:15-cv-02228
Hawkins v. First Tennessee Bank, N.A. et al. **(Overdraft Fees)**	13th Jud. Cir. Tenn., No. CT-004085-11
In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation **(Bosch Settlement)**	N.D. Cal., MDL No. 2672
In re: HSBC Bank USA, N.A.	Sup. Ct. N.Y., No. 650562/11
Glaske v. Independent Bank Corporation **(Overdraft Fees)**	Cir. Ct. Mich., No. 13-009983
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
In re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120
Small v. BOKF, N.A.	D. Colo., No. 13-cv-01125
Forgione v. Webster Bank N.A. **(Overdraft Fees)**	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
Swift v. BancorpSouth Bank**, as part of** ***In re: Checking Account Overdraft***	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
Whitton v. Deffenbaugh Industries, Inc. et al. ***Gary, LLC v. Deffenbaugh Industries, Inc. et al.***	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634
In re: Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D.N.J., MDL No. 2540
In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
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.	27th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.	27th Jud. D. Ct. La., No. 13-C-5380
Russell Minoru Ono v. Head Racquet Sports USA	C.D. Cal., No. 2:13-cv-04222
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Gattinella v. Michael Kors (USA), Inc. et al.	S.D.N.Y., No. 14-cv-05731
In re: Energy Future Holdings Corp. et al. **(Asbestos Claims Bar Notice)**	Bankr. D. Del., No. 14-10979
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
Steen v. Capital One, N.A.**, as part of** ***In re: Checking Account Overdraft***	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
Childs et al. v. Synovus Bank et al.**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036

In re: MI Windows and Doors Inc. Products Liability Litigation **(Building Products)**	D.S.C., MDL No. 2333
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank**, as part of *****In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
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
***Williams v. Hammerman & Gainer, Inc.* (Risk Management)**	27th Jud. D. Ct. La., No. 11-C-3187-B
***Williams v. Hammerman & Gainer, Inc.* (Hammerman)**	27th Jud. D. Ct. La., No. 11-C-3187-B
***Gunderson v. F.A. Richard & Assocs., Inc.* (First Health)**	14th Jud. D. Ct. La., No. 2004-002417

***Delandro v. County of Allegheny* (Prisoner Strip Search)**	W.D. Pa., No. 2:06-cv-00927
Mathena v. Webster Bank, N.A.*, as part of *In re: Checking Account Overdraft	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
***Vereen v. Lowe's Home Centers* (Defective Drywall)**	Ga. Super. Ct., No. SU10-cv-2267B
Trombley v. National City Bank*, as part of *In re: Checking Account Overdraft	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
***Schulte v. Fifth Third Bank* (Overdraft Fees)**	N.D. Ill., No. 1:09-cv-06655
***Satterfield v. Simon & Schuster, Inc.* (Text Messaging)**	N.D. Cal., No. 06-cv-02893
***Coyle v. Hornell Brewing Co.* (Arizona Iced Tea)**	D.N.J., No. 08-cv-02797
Holk v. Snapple Beverage Corporation	D.N.J., No. 3:07-cv-03018
In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation	S.D. Tex., MDL No. 2046
Weiner v. Snapple Beverage Corporation	S.D.N.Y., No. 07-cv-08742
***Gunderson v. F.A. Richard & Assocs., Inc.* (Cambridge)**	14th Jud. D. Ct. La., No. 2004-002417
***Miller v. Basic Research, LLC* (Weight-loss Supplement)**	D. Utah, No. 2:07-cv-00871
In re: Countrywide Customer Data Breach Litigation	W.D. Ky., MDL No. 1998
***Boone v. City of Philadelphia* (Prisoner Strip Search)**	E.D. Pa., No. 05-cv-01851
***Little v. Kia Motors America, Inc.* (Braking Systems)**	N.J. Super. Ct., No. UNN-L-0800-01
Opelousas Trust Authority v. Summit Consulting	27th Jud. D. Ct. La., No. 07-C-3737-B
***Steele v. Pergo* (Flooring Products)**	D. Ore., No. 07-cv-01493
***Pavlov v. Continental Casualty Co.* (Long Term Care Insurance)**	N.D. Ohio, No. 5:07-cv-02580
***Dolen v. ABN AMRO Bank N.V.* (Callable CD's)**	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
In re: Department of Veterans Affairs (VA) Data Theft Litigation	D.D.C., MDL No. 1796
In re: Katrina Canal Breaches Consolidated Litigation	E.D. La., No. 05-cv-04182

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JENALE NIELSEN, individually and on behalf of others similarly situated,

Plaintiff,

vs.

WALT DISNEY PARKS AND RESORTS U.S., Inc., a Florida Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 8:21-cv-02055-DOC-ADS

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. David O. Carter
Courtroom: 9D

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). ECF No. XX. Plaintiff Jenale Nielsen ("Plaintiff"), individually and on behalf of the proposed Settlement Class, and Defendant Walt Disney Parks and Resorts U.S., Inc. ("Defendant") (together with Plaintiff, the "Parties) have entered into a Class Action Settlement Agreement dated September 7, 2023 (the "Settlement Agreement") that, subject to the Court's approval and final hearing on the matter, will resolve this lawsuit.

The Court, having considered the Motion, the supporting memorandum of law, the parties' Settlement Agreement, the proposed forms of notice to the Settlement Class, the pleadings and the record in this Action, and the statements of counsel and the parties, HEREBY ORDERS as follows:

1. Unless otherwise defined herein, all terms capitalized herein shall have the same definitions ascribed to them as in the Settlement Agreement.

2. The Court retains continuing and exclusive jurisdiction over this litigation, including Class Representative, Defendant, and Settlement Class members, and all matters arising out of or connected with the settlement, including the administration and enforcement of the Settlement Agreement.

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Preliminary Approval

3. The Court has carefully reviewed all of the terms of the proposed Settlement Agreement, all corresponding and supporting documents attached thereto, Plaintiff's Motion and corresponding papers filed therewith, including the declarations by counsel and Epic Systems, Inc. Based on its review of these documents, the Court finds the Settlement Agreement to be fair, reasonable, and adequate, and the result of vigilant, informed, non-collusive arms'-length negotiations overseen by an experienced, highly qualified neutral mediator, the Honorable Judge Jay Gandhi (Ret.). The Court further finds that the Settlement Agreement is the result of substantial discovery and the parties' knowledge of the strengths and weaknesses of the case. The relief provided by the Settlement Agreement outweighs the substantial cost, delay, and risks presented by further prosecution of the issues during pre-trial, trial, and possible appeal. Based on these factors, the Court finds that the terms of the Settlement Agreement meets the criteria for preliminary settlement approval, are fair, reasonable, and adequate, and fall within the range of possible approval.

4. The Court hereby **GRANTS** preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

Preliminary Certification of the Settlement Class

5. The Court preliminarily certifies, for settlement purposes only pursuant to Federal Rule of Civil Procedure 23(e), the Settlement Class defined in the Settlement Agreement as follows:

Settlement Class:

All Persons who purchased a Dream Key.

Specifically excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) Defendant; (3) Persons who properly execute and file a timely request for exclusion from the

class; and (4) the legal representatives, successors, or assigns of any such excluded persons. The Settlement Class is estimated to include 103,435 individuals.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes: (1) the Settlement Class is sufficiently numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the Settlement Class; (3) the Class Representative's claims are typical of the Settlement Class; and (4) the Class Representative and her Counsel fairly and adequately protects the interests of the Settlement Class.

7. The Court hereby appoints Jenale Nielsen as the Class Representative of the Settlement Class.

8. The Court hereby appoints Cafferty Clobes Meriwether & Sprengel LLP and Ventura Hersey & Muller, LLP as Settlement Class Counsel.

Notice and Administration

9. Pursuant to the Settlement Agreement, the parties have designated Epic Systems, Inc. ("Epic") as the Claims Administrator. Epic shall perform all duties necessary for notice and administration as set forth in the Settlement Agreement. Pursuant to the Settlement Agreement, Epic will make important documents, such as the Settlement Agreement and Address Update Form (which Settlement Class members have the option to submit online), accessible on the settlement website.

10. The Court finds that the Class Notice plan as set forth in the Settlement Agreement satisfies the requirements of due process and provides the best notice practicable under the circumstances pursuant to Federal Rule of Civil Procedure 23(e)(1). The Class Notice plan is reasonably calculated to inform the Settlement Class members of the nature of the litigation, the terms and conditions of the Settlement Agreement, the right of Settlement Class members to object to the Settlement Agreement or exclude themselves from the Settlement Class, including

1 instructions about the process for doing so, and the Final Approval Hearing details.
2 The Court approves the Class Notice plan, including the Claim Form, and directs the
3 Settlement Administrator and the parties to proceed with providing Notice to the
4 Settlement Class as set forth in the Settlement Agreement and this Order.

5 **Settlement Class Member Exclusions and Objections**

6 11. Settlement Class members who request to opt-out and exclude
7 themselves from the Settlement Class must do so by notifying the Settlement
8 Administrator in writing. To be valid, the opt-out request must be mailed to the
9 Settlement Administrator no later than 60 days after the Notice Date, must be in
10 writing and must state the name, address, and telephone number of the person
11 seeking exclusion, and must contain a signed statement unequivocally stating the
12 Settlement Class Member's intent to be excluded from the Settlement. Settlement
13 Class members who submit a valid and timely request for exclusion will not be
14 bound by the terms of the Settlement Agreement. Any Settlement Class member
15 who does not submit a timely request for exclusion in accordance with the
16 Settlement Agreement will be included in the Settlement and bound by the
17 Settlement Agreement upon entry of the Final Judgment and Order.

18 12. Settlement Class members who wish to object to the Settlement
19 Agreement must do so by submitting a written objection to the Settlement
20 Administrator, signed by the objector, in accordance with the procedures outlined in
21 the Class Notice and this Order, filed or postmarked no later than 60 days after the
22 Notice Date and must include the following information:

23 i) The name of this proceeding (*Nielsen v. Walt Disney Parks and*
24 *Resorts U.S., Inc.*, No. 8:21-cv-02055-DOC-ADS or similarly
25 identifying words such as Disney Dream Key Lawsuit);

26 ii) The objector's name, address and telephone number;

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iii) an explanation of the basis upon which the objector claims to be a Settlement Class Member;

iv) all grounds for the objection, including all citations to legal authority and evidence supporting the objection;

v) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and

vi) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

13. Any Settlement Class member who does not timely submit a written objection pursuant to the procedures outlined above and the procedures detailed in the Class Notice and Settlement Agreement waives the right to object or be heard at the Final Approval Hearing, shall be forever barred from making any objection to the Settlement Agreement, and will be bound by the Settlement Agreement upon entry of the Final Judgment and Order.

Final Approval Hearing

14. The Court will hold a Final Approval Hearing on ______, 2023, at _______ [a.m./p.m.], in Courtroom 10 A of the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701-4516.

15. At the Final Approval Hearing, the Court will review, and rule on, the following issues:

i) Whether this matter should be finally certified as a class action for settlement purposes under Fed. R. Civ. P. 23(a) and (b)(3);

ii) Whether the settlement should be approved as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e);

iii) Whether this lawsuit should be dismissed with prejudice pursuant to the terms of the Settlement Agreement;

iv) Whether the Settlement Class members should be bound by the releases set forth in the Settlement Agreement;

v) Whether the application of Class Counsel for an award of attorneys' fees, costs, and expenses and service awards should be approved under Fed. R. Civ. P. 23(h); and

vi) Any other issues the Court deems appropriate.

16. Settlement Class members do not need to attend the Final Approval Hearing, nor take any other action to indicate their approval of the proposed Settlement Agreement. However, any Settlement Class members who wish to be heard must appear at the Final Approval Hearing. The Final Approval Hearing may be postponed, adjourned, transferred, or continued without further notice to the Settlement Class members.

Settlement Administration Timeline, Injunction, and Termination

17. To facilitate the timely administration of this case, the Court hereby sets the following schedule:

Event	Deadline
Defendant to provide Settlement Class member data to the Claims Administrator	14 days after entry of this Order

Event	Deadline
Last day for Settlement Administrator to email Settlement Notice to Settlement Class Members (the "Notice Date")	30 days after entry of this Order
Last day for Settlement Administrator to mail Settlement Notice to Settlement Class Members	14 days from the Notice Date
Last day for Settlement Class Members to submit Address Update Forms	60 Days from the Notice Date
Deadline to Submit Motion for Attorneys' Fees, Costs and Service Awards	At Least 14 Days Before the Objection Deadline
Deadline to Object and Comment on Settlement	60 Days from the Notice Date
Deadline to Submit Request for Exclusion	60 Days from the Notice Date
Final Approval Hearing	TBD

18. All proceedings and deadlines in this matter, except those required to implement this Order and the Settlement Agreement, are hereby stayed and suspended until further order from the Court.

19. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement, (1) the Settlement Agreement and this Order shall become null and void and shall be without prejudice to the rights of the parties,

shall have no further force or effect, and shall not be used in this litigation or any other proceedings for any purpose other than as necessary to enforce the terms of the Settlement Agreement that survived termination, (2) this litigation will revert to the status that existed before the Settlement Agreement was executed, and (3) no term(s) or draft(s) of the Settlement Agreement or any part of the settlement discussions, negotiations, or documentation of any kind, related to the Settlement Agreement, whatsoever, shall (a) be admissible into evidence for any purpose in this litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survived termination, (b) be deemed an admission or concession by any settling party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (c) be deemed an admission or concession by any of the parties regarding the truth or falsity of any facts alleged in the litigation or the availability or lack of availability of any defense to the Released Claims.

IT IS SO ORDERED.

DATED: _________, 2023 ______________________________

HON. DAVID O. CARTER
UNITED STATES DISTRICT JUDGE