IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

ANTHONY SERRA, individually and on behalf of all others similarly situated, Plaintiff, *v.* NEW ENGLAND PATRIOTS LLC, Defendant.	Case No. 4:24-cv-40022-MRG Hon. Margaret R. Guzman

DECLARATION OF NATHANIEL L. ORENSTEIN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Nathaniel L. Orenstein, declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am a partner at the law firm Berman Tabacco and am counsel of record for Lead Plaintiff in the above-captioned action. I am admitted to practice in the Commonwealth of Massachusetts and in this Court and submit this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

2. Attached hereto as Exhibit 1 is a true and correct copy of the Class Action Settlement Agreement entered into between Plaintiff and Defendant on May 8, 2025, as well as exhibits A through G thereto.

3. During the pendency of the motion to dismiss, the Parties discussed the prospect of resolution this matter. As part of these discussions, and pursuant to Federal Rule of Evidence 408, Defendant provided Plaintiff with information about how the Patriots App operated during the relevant time period, the information that the Patriots received through the Patriots App, the third-party technologies that allegedly received Plaintiff's personally identifying information and the information they received, and the potential class size (there are an estimated 105,000 class members)

(the "Rule 408 Materials"). The parties also had extensive discussions about the specific strengths and weaknesses of Plaintiff's claims and Defendant's defenses. These discussions took place over a number of months directly between counsel and were at all times at arms' length. The parties reached an agreement in principle on January 31, 2025.

4. Throughout the pendency of this action, Plaintiff has adequately and vigorously represented his fellow Class Members. He has spent significant time assisting his counsel, including by providing pertinent information regarding his use of the Patriots App. Plaintiff has no interests in conflict with those of the Settlement Class.

5. Class Counsel have extensive experience and expertise representing plaintiffs, litigating, trying, and negotiating favorable settlements in complex antitrust, securities, healthcare, and consumer privacy cases like this one, throughout the country. Courts across the country have recognized Class Counsel's experience in complex class litigation and their skilled and effective representation. Attached as exhibits hereto are a true and correct copies of Class Counsel's resumes consisting of Taus, Cebulash & Landau, LLP's firm resume (Exhibit 2), Gustafson Gluek PLLC's firm resume (Exhibit 3), Wexler Boley & Elgersma LLP's firm resume (Exhibit 4), and Berman Tabacco's firm resume (Exhibit 5).

6. Class Counsel conducted an extensive pre-filing investigation which allowed Class Counsel to adequately assess the merits of Plaintiff's case. Based on Class Counsel's pre-filing investigation and review of the Rule 408 Materials, as well as our extensive relevant experience, Class Counsel were able to assess the strengths and weaknesses of Plaintiff's case and have concluded that the Settlement provides exceptional results for the Class while avoiding the costs, delays, and uncertainties of continued litigation.

7. Attached hereto as Exhibit 6, is a true and correct copy of the Declaration of Cameron

R. Azari, Esq. Regarding Notice Plan (Azari Decl.). Attorney Azari is a representative of Epiq Class Action and Claims Solutions, Inc., who Plaintiff propose to administer this settlement. The Azari Decl. details the Notice Plan, claims process, and other details about the administration of the Settlement.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 8, 2025 in Boston, Massachusetts.

/s/ Nathaniel L. Orenstein

Nathaniel L. Orenstein (BBO #664513)
BERMAN TABACCO
One Liberty Square
Boston, MA 02109
Telephone: (617) 542-8300
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CERTIFICATE OF SERVICE

I, Nathaniel L. Orenstein, hereby certify that on May 8, 2025, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

Dated: May 8, 2025

/s/ Nathaniel L. Orenstein
Nathaniel L. Orenstein

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

ANTHONY SERRA, individually and on behalf of all others similarly situated, Plaintiff, *v.* NEW ENGLAND PATRIOTS LLC, Defendant.	Case No. 4:24-cv-40022-MRG Hon. Margaret R. Guzman

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among (i) Plaintiff Anthony Serra ("Plaintiff'), on behalf of himself and as a representative of the Settlement Class (as defined herein), and (ii) Defendant New England Patriots LLC. ("the Patriots" or "Defendant"). The Plaintiff and the Defendant are collectively referred to herein as the "Parties" and each as a “Party”. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

1. On February 1, 2024, Plaintiff filed his putative class action complaint against the Patriots in the United States District Court for the District of Massachusetts alleging violations of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the "VPPA"). (D.E. 1.) The material allegations of the complaint center on Defendant's alleged disclosure of New England Patriots App (the “Patriots App”) users’ personally identifiable information—including which videos they watch, their precise geolocation, and advertising IDs—to third parties without permission, thereby violating the VPPA.

2. On April 30, 2024, the Patriots moved to dismiss arguing, *inter alia*, that the class action complaint failed to state a claim upon which relief could be granted. (D.E. 45.) Thereafter, on June 14, 2024, the Plaintiff filed a memorandum in opposition to the motion to dismiss, to which the Patriots filed a reply on November 19, 2024. (D.E. 50, 54.) On November 25, 2024, Plaintiff filed a notice of supplemental authority in support of his opposition to the motion to dismiss, and the Patriots filed a response thereafter. (D.E. 56, 57.)

3. During the pendency of the motion to dismiss, the Parties discussed the prospect of resolution. As part of these discussions, Defendant provided Plaintiff with information about how the Patriots App worked, the information that the Patriots received through the Patriots App, the third-party technologies that allegedly received Plaintiff's personally identifying information and the information they received, and the potential class size. The parties also had extensive discussions about the specific strengths and weaknesses of Plaintiff's claims and Defendant's defenses. These discussions took place over a number of months directly between counsel and were at all times at arms' length.

4. These lengthy arms' length negotiations led to the Parties reaching an agreement in principle on January 31, 2025 on all material terms of this class action settlement and thereafter reduced that to a term sheet.

5. Thereafter, on February 3, 2025, the Parties sought a stay of the litigation for the purpose of committing the agreement in principle to formal settlement documentation and presentation to the Court to seek preliminary approval of the settlement. (D.E. 58.) The Court granted the Parties' joint request for a stay on February 4, 2025. (D.E. 59.)

6. At all times, Defendant has 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. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant 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 Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

7. Plaintiff believes that the claims asserted in the Action against Defendant have merit and that he would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel have also 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, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have 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.

8. NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and

among Plaintiff, the Settlement Class, and Defendant, 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 *Serra v. New England Patriots, LLC.*, Case No. 4:24-cv-40022-MRG, pending in the United States District Court for the District of Massachusetts.

1.2. "Approved Claim" means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.3. "Claim Form" means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.4. "Claims Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than forty-five (45) days after the date of the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in each of the Notices and the Claim Form.

1.5. "Class Counsel" means Nathaniel L. Orenstein, Patrick T. Egan, and Christina L. G. Fitzgerald of Berman Tabacco, Daniel C. Hedlund and Daniel J. Nordin of Gustafson Gluek, PLLC, Kenneth A. Wexler, Justin N. Boley, and Zoran Tasić of Wexler Boley & Elgersma LLP, and Kevin Landau and Brett Cebulash of Taus, Cebulash & Landau, LLP.

1.6. "Class Period" means the period from February 1, 2022, to and through the date of Preliminary Approval.

1.7. "Class Representative" means the named Plaintiff in this Action, Anthony Serra.

1.8. "Court" means the United States District Court for the District of Massachusetts, the Honorable Margaret R. Guzman presiding, or any judge who shall succeed her as the Judge in this Action.

1.9. "Defendant" means New England Patriots LLC. and its successors and assigns.

1.10. "Defendant's Counsel" means John P. Carlin and Peter Carey of Paul, Weiss, Rifkind, Wharton & Garrison LLP, and Samuel N. Rudman and Adam Bookbinder of Choate, Hall & Stewart LLP.

1.11. "Effective Date" means the date on which the Final Judgment becomes Final.

1.12. "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 Defendant 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. The Escrow Account shall be maintained by the Settlement Administrator.

1.13. "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.

1.14. "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, other than an appeal or appeals solely with respect to the Fee Award, 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.*

1.15. "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 Award to the Class Representative.

1.16. "Final Judgment" means the order to be entered by the Court, after the Final Approval Hearing, granting final approval of this Agreement.

1.17. "Net Settlement Fund" means the Settlement Fund less the following: Settlement Administration Expenses; any taxes due on earnings on the Settlement Fund, and any expenses related to the payment of such taxes; any Fee Award awarded by the Court; any Service Award awarded by the Court; and any other Court-approved deductions.

1.18. "Notice" means any of the notices of this proposed Class Action Settlement Agreement and Final Approval Hearing, which are to be provided to the Settlement Class substantially in the manner set forth in this Agreement, are consistent with the requirements of Due Process, Rule 23, and are substantially in the form of Exhibits B, C, D, E, F, and G hereto. "Notices" shall mean one or more Notice.

1.19. "Notice Date" means the date which is forty-five (45) days after Preliminary Approval.

1.20 "Notice Plan" means the entirety of the notice process described in Paragraph 4.1 and its subparts.

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 no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website listed in Paragraph 4.1.4, or such other date as ordered by the Court.

1.22. "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.

1.23. "Plaintiff" means Anthony Serra.

1.24. "Precise Geolocation" means geolocation coordinates with more than three decimal places of accuracy (i.e., within less than forty feet of the user).

1.25. "Preliminary Approval" means the Court's certification of the Settlement Class for settlement purposes, 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, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiff's motion for preliminary approval of the Agreement.

1.27. "Released Claims" means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and or obligations (including "Unknown Claims," as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the VPPA or other state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure of the Settlement Class Members' personally identifiable information and video viewing behavior to any third party, including all claims that were brought or could have

been brought in the Action relating to the alleged disclosure of the Settlement Class Members' personally identifiable information and video viewing behavior to any third party. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant.

1.28. "Released Parties" means Defendant New England Patriots LLC, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, 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, and corporations.

1.29. "Releasing Parties" means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, 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, and corporations.

1.30. "Service Award" means any amount awarded by the Court to the Class Representative as a service award in recognition of his efforts and commitment on behalf of the Class, which will be paid out of the Settlement Fund.

1.31. "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator in providing Notice (including CAFA notice), processing claims,

responding to inquiries from members of the Settlement Class, and, if necessary, mailing Notices and/or checks for Approved Claims, and related services.

1.32. "Settlement Administrator" means a reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.33. "Settlement Amount" means Two Million One Hundred and Sixty Thousand Dollars and Zero Cents ($2,160,000.00) in cash.

1.34. "Settlement Class" means all individuals residing in the United States who are or have been users of the Patriots App with location services enabled, and who requested or obtained any prerecorded (including on-demand replay) videos available on the Patriots App, during the Class Period. Excluded from the Settlement Class are (1) any judge presiding over this Action and members of their families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (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.

1.35. "Settlement Class Member" means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.36. "Settlement Fund" means the non-reversionary cash fund that shall be established by or on behalf of Defendant in the Settlement Amount, to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. The Settlement Fund shall be at all times a "qualified settlement fund" within the meaning of Section 1.468B-1 et seq.

of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. 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 above-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. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund Account or otherwise, including any taxes or tax detriments that may be imposed upon the Class Representative, Class Counsel, Defendant, or Defendant's Counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for purposes of federal or state income taxes or otherwise, shall be paid out of the Settlement Fund. Neither the Class Representative, Class Counsel, Defendant, nor Defendant's Counsel shall have any liability or responsibility for any taxes arising with respect to the Settlement Fund. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement. In no event shall Defendant's total monetary obligation with respect to this Agreement exceed or be less than the Settlement Amount.

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.

1.38. "VPPA-Compliant Consent" means informed written consent as set forth in 18 U.S.C. § 2710 (b)(2)(B) which requires that consent: (i) must be given "in a form distinct and separate from any form setting forth other legal or financial obligations of the consumer"; (ii) must be given at the time the disclosure is sought, or in advance for a set period of time (not to exceed 2 years or until consent is withdrawn by the consumer, whichever is sooner); and (iii) the video tape service provider must offer a clear and conspicuous opportunity for the consumer to withdraw consent on a case-by-case basis or from ongoing disclosures, at the consumer's election.

2 SETTLEMENT RELIEF.

2.1. Payments to Settlement Class Members.

2.1.1. Defendant shall pay or cause to be paid into the Escrow Account the Settlement Amount, as specified in Paragraph 1.33 of this Agreement, within thirty (30) days after Preliminary Approval.

2.1.2. Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. The Settlement Administrator shall pay a *pro rata* portion of the Net Settlement Fund for all Approved Claims through payment (a) by check via first class U.S. mail; or (b) by electronic means via Paypal or Venmo, upon election of the Settlement Class Member, which the Parties agree to make available as alternative payment options. Payments to all Settlement Class Members with Approved Claims shall be made within ninety (90) days after the Effective Date.

2.1.3. All cash payments 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 one hundred and eighty (180) days after the date of issuance. To the extent that any checks issued to a Settlement Class Member are not cashed within one-hundred eighty (180) days after the date of issuance, such uncashed check funds shall be redistributed on a *pro rata* basis (after first deducting any necessary settlement administration expenses from such uncashed check funds) to all Settlement Class Members who cashed checks or received electronic payments during the initial distribution, but only to the extent each Settlement Class Member would receive at least $5.00 in any such secondary distribution and if otherwise feasible. To the extent each Settlement Class Member would receive less than $5.00 in any such secondary distribution or if a secondary distribution would be otherwise infeasible, any uncashed check funds shall, subject to Court approval, revert to a non-sectarian and/or not-for-profit organization recommended by Class Counsel and approved by the Court.

2.1.4. Upon payment of the Settlement Fund into the Escrow Account, all risk of loss with respect to the cash portion of the Settlement shall pass to the Escrow Account, and any and all remaining interest or right of Defendant in or to the Escrow Account, if any, shall be extinguished.

2.2. Prospective Relief. Within 45 days of the Preliminary Approval Order (or sooner), Defendant will suspend any known transmission (to the extent any is occurring) by the Patriots App to Anvato through the Anvato API of Precise Geolocation data in connection with a user's viewing of pre-recorded video materials. Nothing herein shall prohibit the known transmission by the Patriots App to Anvato through the Anvato API of Precise Geolocation information in the event the VPPA is amended, repealed, or otherwise invalidated (including without limitation by judicial decision on the use of API or SDK technology by the United States Supreme Court or United States Court of Appeals for the First Circuit), or where precise geolocation is held by either court not to be personally identifying information, or where the disclosure of information does not identify specific pre-recorded video materials that a user has requested or obtained on the Patriots App, or where the Defendant has obtained VPPA-Compliant Consent.

Within 45 days of the Preliminary Approval Order (or sooner), Defendant will suspend any known transmission (to the extent any is occurring) by the Patriots App to Rover through the Rover SDK of Precise Geolocation data in connection with a user's viewing of pre-recorded video materials. Nothing herein shall prohibit the known transmission by the Patriots App to Rover through the Rover SDK of Precise Geolocation information in the event the VPPA is amended, repealed, or otherwise invalidated (including without limitation by judicial decision on the use of API or SDK technology by the United States Supreme Court or the United States Court of Appeals for the First Circuit), or where precise geolocation is held by either court not to be personally

identifying information, or where the disclosure of information does not identify specific pre-recorded video materials that a user has requested or obtained on the Patriots App, or where the Defendant has obtained VPPA-Compliant Consent.

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. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

4 NOTICE TO THE CLASS.

4.1. The Notice Plan shall consist of the following:

4.1.1. *Direct Notice.* In the event that the Court preliminarily approves the Settlement, as soon as reasonably practicable thereafter but no later than the Notice Date, the Defendant shall send notice to all current users of the Patriots App via one message in the "My Inbox" section of the Patriots App substantially in the form attached as Exhibit C, which can be viewed until the Claims Deadline. Upon opening the "My Inbox" notice, the Patriots App user will be automatically directed to the "Patriots App Landing Page" notice, substantially in the form

attached as Exhibit B. The Defendant shall also provide, by no later than the Notice Date, a separate settlement notice via one push-notification through the Patriots App substantially in the form attached as Exhibit D, which shall also link each user to the Patriots App Landing Page notice.

4.1.2. Within fourteen (14) days of providing the latest direct notice described in 4.1.1, Defendants will provide the Settlement Administrator with the total number of Patriots App users to whom the Patriots sent "My Inbox" notification within the Patriots App and total number of push notifications sent through the Patriots App.

4.1.3. *Publication Notice.* By no later than the Notice Date, the Settlement Administrator shall publish notices in a form and manner that targets class members. The notice provided through publication shall be a banner ad substantially in the form of Exhibit E hereto to be displayed only to users who downloaded the Patriots App, and in the form of a video advertisement to be mutually agreed upon by the Parties which shall only be displayed as a pre-roll on YouTube to viewers that downloaded the Patriots App. The video advertisement shall contain the following language in the video voice-over or text in the video itself: "The Patriots organization denies that it violated any law, but has agreed to settle the lawsuit to avoid the expenses and uncertainties associated with continuing the case."

4.1.4. *Settlement Website.* By no later than the Notice Date, notice shall be provided on a website at www.PatriotsVPPASettlement.com (the "Settlement Website") which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online. The notice provided on the Settlement Website shall be substantially in the form of Exhibit F hereto. To facilitate locating the Settlement Website, the Settlement Administrator will acquire sponsored search listings on *Google*, *Yahoo!*, and *Bing*. When visitors to these search engines search for keyword combinations that are mutually agreed upon by the

Parties and relate to the Settlement, the sponsored search listing advertisement created for this Settlement will be displayed (the "Sponsored Search Listing Notice"). The Sponsored Search Listing Notice shall be substantially in the form of Exhibit G hereto.

4.1.5. *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 shall cause to be served upon the Attorneys General of each U.S. State in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law.

4.1.6. *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

4.1.7. *No Use of Intellectual Property.* None of the final forms of the notices described in this Section 4.1, nor any other communications by Class Counsel or the Settlement Administrator with any members of the Settlement Class or the public in furtherance of or pursuant to this Agreement and/or Settlement, shall contain any intellectual property of the Defendant, the National Football League, or any other member teams of the National Football League (including without limitations, logos or nicknames).

4.2. The Settlement Website notice, a link to which shall be included in the Claim Form, the Patriots App Landing Page, and the Publication Notices, 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 Settlement Website 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 Settlement Website 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 to Class Counsel and Defendant's Counsel.

4.3. Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to identify the objector's current use of the Patriots app or a screenshot showing that such objector was a user of the Patriots app during the class period; (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"); (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); and (6) the objector's handwritten or electronically imaged written signature. So-called "mass" or "class" objections shall not be allowed.

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. Any challenge to the Settlement Agreement or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

4.5. A Settlement Class Member 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 Settlement Website 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 as specified in the Settlement Website notice, providing his/her name and address, a signature, the name and number of the Action, and a statement that he or she 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 Settlement Website 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 the 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 Settlement Website notice.

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, using the procedures set forth in this Agreement and the Settlement Website notice, 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, pursuant to the directions of the Court's orders, administer the relief provided by this Settlement Agreement by processing Claim Forms 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 information concerning Notices, 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 on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

5.1.1. Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement,

and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

5.1.2. Receive 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 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;

5.1.3. Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

5.1.4. Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.2 and/or 1.3, above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of that deficiency notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3. Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to The Honorable Margaret R. Guzman for binding determination.

5.4. Neither the Settlement Administrator nor Class Counsel shall have the right to use, disseminate, or disclose any personally identifiable information to be provided by Settlement Class Members ("Member PII") for any purpose other than the administration of the Action and the settlement under this Settlement Agreement. Class Counsel shall not include any provision to the contrary in any contract or statement of work with the Settlement Administrator or any third party, and shall require the Settlement Administrator and any other persons or entities that have access to any Member PII to keep all such Members PII strictly confidential and maintain data security processes and procedures reasonably sufficient to prevent a breach of such Member PII. Class Counsel shall, and shall instruct the Settlement Administrator to (i) purge or delete all Member PII immediately upon the conclusion of the administration of the settlement except as required by law, rule or regulation, and in the case of the Settlement Administration, to the extent such copies are electronically stored in accord with Settlement Administrator's record retention or backup policies or procedures then in effect, (ii) treat any Member PII which is required to be maintained by law as highly confidential, and (iii) notify Defendant that it has completed the purge or deletion of Member PII or, if any Member PII has been retained, the term for which Member PII shall be retained.

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

6 TERMINATION OF SETTLEMENT.

6.1. Subject to Paragraph 6.2 below, Defendant 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 Alternative Judgment, as defined in Paragraph 9.1.4 of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2. Subject to Paragraph 6.3 below, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within twenty five (25) days of the following events: (i) more than a specified number of the Settlement Class have timely and validly opted out of and/or objected to the Agreement as agreed to by the Parties[1]; or (ii) the Class Representative and his agents, or any other individuals operating

[1] The Parties have entered into a standard supplemental agreement that provides that if the number of opt outs and/or objections to the Settlement equals or exceeds a certain amount, Defendant shall have the option to terminate the Settlement. Agreements of this sort are typical in class settlements and, if requested, Class Counsel can submit additional information regarding this agreement *in camera. See N.Y. State Teachers'*

at his direction or in coordination with him, or Class Counsel, file or threaten to file any arbitrations or additional lawsuits against Defendant related to the Released Claims at any time prior to Final Approval.

6.3. If Defendant seeks to terminate this Agreement on the basis of Paragraph 6.2 above, the Parties agree that any dispute as to whether Defendant may invoke Paragraph 6.2 to terminate this Agreement that they cannot resolve on their own after reasonable, good faith efforts, will be submitted to the Court for binding determination.

6.4. 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 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or service award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

7 PRELIMINARY APPROVAL ORDER AND FINAL JUDGMENT.

7.1. On or before May 8, 2025, which date may be extended by mutual 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 and the Class

Ret. Sys. v. Gen. Motors Co., 315 F.R.D. 226, 240 (E.D. Mich. 2016) ("The opt-out threshold is typically not disclosed and is kept confidential to encourage settlement and discourage third parties from soliciting class members to opt out"); *see also In re Warfarin*, 212 F.R.D. 231, 253 (D. Del. 2002), *aff'd*, 391 F.3d 516 (3d Cir. 2004) ("The notice did not need to include details such as . . . the confidential 'opt-out' threshold beyond which defendant reserved the right to withdraw from the settlement (irrelevant to members' opt-out decision)[.]"). There are no other side agreements between the Parties.

Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notices and Claim Form for dissemination substantially in the form of Exhibits A, B, C, D, E, F, and G 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.

7.2. Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement otherwise fails to become effective. The Parties acknowledge that there have been no stipulations to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio,* and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

7.3. 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.

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

7.4.1. 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;

7.4.2. 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 Plaintiff and Releasing Parties;

7.4.3. find that the Notices 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 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) 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;

7.4.4. find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

7.4.5. 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;

7.4.6. 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;

7.4.7. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective 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;

7.4.8. 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

7.4.9. incorporate any other provisions, as the Court deems necessary and just.

8 FEE AND SERVICE AWARDS.

8.1. Pursuant to Fed. R. Civ. P. 23(h), Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs out of the Settlement Fund in an amount determined by the Court as the Fee Award. Plaintiff will file a motion with the Court prior to the Final Approval Hearing requesting a Fee Award not to exceed one-third of the Settlement Fund. 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 for distribution to eligible Settlement Class Members.

8.2. The Fee Award shall be paid from the Settlement Fund within ten (10) days after entry of the Court's Final Judgment, notwithstanding the existence of any timely filed objections or potential for appeal therefrom, or collateral attack on the settlement or any part hereof. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to the Settlement Fund.

8.3. Class Counsel may file a motion for Court approval of a Service Award for the Class Representative, to be paid from the Settlement Fund, in addition to any funds the Class Representative stands to otherwise receive from the Settlement. Class Counsel will not request a service award for the Class Representative exceeding $5,000.00. 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 for distribution to eligible Settlement Class Members.

8.4. The Service Award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within thirty (30) days after the Effective Date.

8.5. The Parties agree that the effectiveness of this Settlement Agreement does not require and is not conditioned upon the Court's approval of attorneys' fees and reimbursement of expenses and/or an award to be payable to the Class Representative for service in the Action. No decision by the Court, or modification, reversal, or appeal of any decision by the Court, concerning the payment of a Fee Award and/or a Service Award shall be grounds for cancellation or termination of this Settlement Agreement.

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:

9.1.1. The Parties and their counsel have executed this Agreement;

9.1.2. The Court has entered the Preliminary Approval Order;

9.1.3. 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

9.1.4. The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") and that has the consent of the Parties, such Alternative 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 6.1 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 and fails to cure such material breach within 30 days of notice, 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.

9.3. If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1, 6.2, and 9.1-9.2 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 treated as vacated, *nunc pro tunc,* 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, with the exception that Defendant reimburse the claims administrator for all expenses incurred for notice and claims administration through the date of termination of the settlement.

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 Plaintiff, 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 Plaintiff or defended by Defendant, or each or any of them, in bad faith or on a frivolous 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, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

10.4.1. is, may be deemed, or shall be used, offered, or received 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 Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

10.4.2. is, may be deemed, or shall be used, offered, or received against Defendant, 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;

10.4.3. 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, 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;

10.4.4. is, may be deemed, or shall be construed against Plaintiff, 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

10.4.5. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, 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 Plaintiff's 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 headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.6. 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.

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

10.8. 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.

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

10.10. Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that he is fully entitled to release the same.

10.11. 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. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiff and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.12. 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.

10.13. 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.

10.14. 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.

10.15. This Settlement Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

10.16. This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arms' 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.

10.17. Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Kevin Landau, Taus, Cebulash & Landau, LLP, 123 William Street, Suite 1900A, New York, NY 10075, and John Carlin of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 2001 K St. NW, Washington, D.C. 20006.

10.18. Plaintiff and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Action (apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the Settlement) unless Defendant agrees to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website(s) without permission from Defendant, so long as any reference in such order(s) to materials subject to any

confidentiality obligations are properly redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement (subject to compliance with any and all applicable confidentiality obligations).

IT IS SO AGREED TO BY THE PARTIES

Dated May 8, 2025

PLAINTIFF ANTHONY SERRA

/s/ Nathaniel L. Orenstein
One of His Attorneys

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Respectfully submitted,

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Counsel for Plaintiff

Exhibit A

EXHIBIT A

***Serra v. New England Patriots LLC*, Case No. 4:24-cv-40022-MRG**
United States District Court for the District of Massachusetts

CLAIM FORM

If you are an individual residing in the United States who, at any time from February 1, 2022, to and through [Preliminary Approval Date] used the New England Patriots Mobile App with location services enabled, and requested or obtained any prerecorded (including on-demand replay) videos available on the Patriots App, you are a member of the Settlement Class in a lawsuit against New England Patriots LLC ("Patriots") and are entitled to submit a claim to share in the settlement benefits.

If you wish to submit a claim, complete this form and mail it, postmarked on or before [Claims Deadline] to the address below. You may also submit a claim electronically at [Claim Website] on or before [Claims Deadline].

Your claim will be reviewed to determine whether or not you are entitled to payment. More information, including details on how payments are determined, is available at [Settlement Notice Website] or by contacting the Settlement Administrator at ___. If you believe you are a member of the Settlement Class but have not received a Notice of Proposed Class Action Settlement containing a Unique ID and Pin number for your claim, please contact the Settlement Administrator at _____.

You may not share in the settlement fund if you exclude yourself from the Settlement. New England Patriots LLC, its agents, affiliates, parents, subsidiaries, any entity in which it has a controlling interest, any of its officers or directors, any successor or assign, and any judge who adjudicates this case, including their staff and immediate family, are not eligible to share in the Settlement money and are excluded from the Settlement Class.

Please submit your claim electronically on the [Claim Website] or mail your claim with the information below to: [Claims Administrator].

PART ONE: CLAIMANT INFORMATION

Claimant name: _____

Unique ID: _____

PIN: _____

Street Address: _____

City: _____

State:_____ **Zip Code:** _____

Country: _____

Telephone Number: _____

Email Address: _____

PART TWO: PAYMENT SELECTION

Please select one of the following payment options:

☐ Digital Payment
Email address associated with your Digital Payment account:

_____
Digital Payment service (PayPal or Venmo):

_____
☐ Physical Check:
A check will be mailed to the address provided above.

PART THREE: CERTIFICATION

To qualify for a cash payment, you must verify that you watched any pre-recorded video on the New England Patriots App.

I certify the following:

(1) At least once between February 1, 2022 and [Preliminary Approval Date], I (a) used the New England Patriots Mobile App to request or view a pre-recorded video and (b) had location services enabled while I used that app.

(2) All of the information on this Claim Form is true and correct to the best of my knowledge, information, and belief, and this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

Signature: _____ Date: _____

Exhibit B

EXHIBIT B
[Patriots App Settlement Landing Page Notification]

UNIQUE ID: [INSERT]
PIN: [INSERT]

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Serra v. New England Patriots LLC, Case No. 4:24-cv-40022-MRG
United States District Court for the District of Massachusetts

You May Be Entitled to a Payment from a Class Action Settlement

Click [HERE] to File a Claim for Cash Payment

Claims Must be Submitted no later than [Claims Deadline]

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant New England Patriots LLC, ("Patriots") disclosed its users' personally identifiable information to third parties via Anvato API and Rover SDK in its mobile app ("Patriots App") in connection with users' viewing of prerecorded videos without its users' consent in violation of the Video Privacy Protection Act ("VPPA"). Personally identifiable information includes information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Patriots denies that it violated any law, but has agreed to the settlement to avoid the expenses and uncertainty associated with continuing the case.

Am I a Settlement Class Member? Settlement Class Members are all persons residing in the United States who, at any time from February 1, 2022, to and through [Preliminary Approval Date] used the Patriots App with location services enabled, and requested or obtained any prerecorded (including on-demand replay) videos available on the Patriots App.

What can I get? If approved by the Court, Patriots will create a Settlement Fund of $2,160,000 for the benefit of the Settlement Class. The Settlement Fund will be distributed to Settlement Class Members who file a timely and complete claim on a pro rata basis (meaning equal share), after deducting any Court-approved attorneys' fees and expenses, service award for the class representative, and costs of settlement administration (including payment of any associated taxes).

The Settlement also requires Patriots to suspend operation of Anvato API and Rover SDK on the Patriots App to the extent that they transmit precise geolocation data in connection with a user's viewing of pre-recorded video materials, unless and until the VPPA is amended, repealed, or otherwise invalidated (including without limitation by judicial decision on the use of API or SDK technology by the United States Supreme Court or United States Court of Appeals for the First Circuit), or where precise geolocation is held by either court not to be personally identifying information, or where the disclosure of information does not identify specific pre-recorded video materials that a user has requested or obtained on the Patriots App, or until Patriots obtains VPPA-

compliant consent for the disclosure to third parties of the video content viewed.

How to I get a payment? You must submit a timely Claim Form **no later than [Claim Deadline]**. You can file a claim by clicking here[embedded link]. You will be asked to enter the Unique ID and pin numbers provided at the top of this notice. Your payment will come by check unless you elect to receive payment electronically via Paypal or Venmo.

What are my other options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you will keep any rights you may have to sue Defendant regarding the issues in the lawsuit. You may object to the proposed settlement, and you and/or your lawyer have the right to appear before the Court. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to exclude yourself from, or object to, the Settlement are available at here[embedded link]. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against Patriots relating to issues in this case will be released.

Who represents me? Nathaniel L. Orenstein, Patrick T. Egan, and Christina L. Gregg of Berman Tabacco, Daniel C. Hedlund and Daniel J. Nordin of Gustafson Gluek PLLC, Kenneth A. Wexler, Justin N. Boley, and Zoran Tasić of Wexler, Boley & Elgersma LLP, and Kevin Landau and Brett Cebulash of Taus, Cebulash & Landau, LLP are the lawyers representing Anthony Serra and the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

When will the Court consider the proposed settlement? The Court will hold a Final Approval Hearing at [time] on ___, 2025 in Courtroom __ at the Harold D. Donohue Federal Building and U.S. Courthouse, 595 Main Street, Worcester, Massachusetts 01608. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a service award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

How do I get more information? For more information, including the full Notice, Claim Form and Settlement Agreement go to here, contact the Settlement Administrator at ___ or Class Counsel at ___.

Exhibit C

EXHIBIT C
[My Inbox Notification]

Class Action Settlement Notice: U.S. residents who watched pre-recorded videos with location services enabled on the Patriots App between February 1, 2022, and [PRELIMINARY APPROVAL DATE] may be eligible for a class action settlement payment—open for details.

Exhibit D

EXHIBIT D
[Push Notification]

Class Action Settlement Notice: U.S. residents who watched pre-recorded videos with location services enabled on the Patriots App between February 1, 2022, and [PRELIMINARY APPROVAL DATE] may be eligible for a class action settlement payment—tap for details.

Exhibit E

Banner Advertisement

300x250 Online Display Banner

Frame 1 (Visible 8 seconds):

Frame 2 (Visible 6 seconds):

YouTube Advertisement Video

The YouTube advertisement video shall contain the following language in the video voice-over: "If you used the New England Patriots Mobile App with location services enabled to view a video anytime between February 1, 2022 and [PRELIMINARY APPROVAL DATE], you could be eligible to get a cash payment from a class action settlement. Claims must be filed by [CLAIMS DEADLINE] in order to receive payment. To find out more information and to file your claim online, go to the Court-approved official website [DOMAIN] or call toll free [PHONE NUMBER]."

The YouTube advertisement video shall also contain the following language in the text in the video itself: “The Patriots organization denies that it violated any law, but has agreed to settle the lawsuit to avoid the expenses and uncertainties associated with continuing the case."

Exhibit F

EXHIBIT F

[Settlement Website]

United States District Court for the District of Massachusetts
Serra v. New England Patriots LLC, Case No. 4:24-cv-40022-MRG

You May Be Entitled to a Payment from a Class Action Settlement If You Used the New England Patriots App with Location Services Enabled and Viewed Video(s)

Claims Must be Submitted no later than [Claims Deadline]

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit against New England Patriots LLC, ("Patriots"). The class action lawsuit alleges Patriots disclosed personally identifiable information ("PII") of users of its mobile app ("Patriots App") to third parties via Anvato API and Rover SDK via the Patriots App without its users' consent in violation of the Video Privacy Protection Act ("VPPA"). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Patriots denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

You are included in the Settlement Class if you are an individual residing in the United States who, from February 1, 2022, to and through [Preliminary Approval Date]: used the Patriots App with location services enabled, and requested or obtained any prerecorded (including on-demand replay) videos available on the Patriots App.

Individuals included in the Settlement will be eligible to receive cash payment pro rata (meaning equal) portion of the Net Settlement Fund. The Settlement also requires Defendant to suspend any known transmission (to the extent any is occurring) by the Patriots App to Anvato through the Anvato API and to Rover through the Rover SDK of Precise Geolocation data in connection with a user's viewing of pre-recorded video materials, unless and until the VPPA is amended, repealed, or otherwise invalidated (including without limitation by judicial decision on the use of API or SDK technology by the United States Supreme Court or United States Court of Appeals for the First Circuit), or where precise geolocation is held by either court not to be personally identifying information, or where the disclosure of information does not identify specific pre-recorded video materials that a user has requested or obtained on the Patriots App, or until Patriots

obtains VPPA-compliant consent for the disclosure to third parties of the video content viewed.

Read this notice carefully. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a cash payment. A Claim Form is available at the website [website address]. As a Settlement Class Member, you will give up your rights to sue Patriots in the future regarding the claims in this case.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue Patriots regarding the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you do not like the Settlement.
GO TO THE HEARING ON [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You will not get a share of the Settlement benefits and will give up your rights to sue Patriots regarding the claims in this case.

Your Rights and options—and the deadlines to exercise them—are explained in this Notice.

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights. The Honorable Margaret R. Guzman, of the U.S. District Court for the District of Massachusetts, is overseeing this case. The case is called Serra v. New England Patriots LLC, Case No. 4:24-cv-40022-MRG. The person who has sued is called the Plaintiff. The entity being sued, New England Patriots, is called the Defendant.

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Plaintiff Anthony Serra) sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who

exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit claims that Patriots violated the VPPA, 18 U.S.C. § 2710, et seq. by disclosing its users' personally identifiable information to third parties via Anvato API and Rover SDK in its mobile app without its users' consent. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. **Patriots denies that it violated any law. The Court has not determined who is right. Rather, the parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.**

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or Patriots should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation.

WHO'S INCLUDED IN THE SETTLEMENT?

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

The Settlement Class is defined as:

> All individuals residing in the United States who are or have been users of the Patriots' App with location services enabled, and who requested or obtained any prerecorded (including on-demand replay) videos available on the Patriots' App, during the Class Period. Excluded from the Settlement Class are (1) any judge presiding over this Action and members of their families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (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 BENEFITS

6. What does the settlement provide?

Monetary Relief: Patriots will pay $2,160,000 to create a Settlement Fund.

Prospective Changes: The Settlement also requires Defendant to suspend any known transmission (to the extent any is occurring) by the Patriots App to Anvato through the Anvato API and to Rover through the Rover SDK of Precise Geolocation data in connection with a user's viewing of pre-recorded video materials, unless and until the VPPA is amended, repealed, or otherwise invalidated (including without limitation by judicial decision on the use of API or SDK technology by the United States Supreme Court or United States Court of Appeals for the First Circuit), or where precise geolocation is held by either court not to be personally identifying information, or where the disclosure of information does not identify specific pre-recorded video materials that a user has requested or obtained on the Patriots App, or until Patriots obtains VPPA-compliant consent for the disclosure to third parties of the video content viewed.

A detailed description of the settlement benefits can be found in the Settlement Agreement available at [Website].

7. How much will my payment be?

After deducting any Court-approved attorneys' fees and expenses, service award for the class representative, and costs of settlement administration (including payment of any associated taxes), the Settlement Fund will be distributed to Settlement Class Members as a cash payment on a pro rata basis (meaning equal share). This means each Settlement Class Member who submits a valid claim will be paid an equal share from the Net Settlement Fund. The amount of the payments to individual Settlement Class Members will depend on the number of valid claims that are filed. Because the final payment amount cannot be calculated before all claims are received and verified, it will not be possible to provide an accurate estimate of the payment amount before the deadline to file claims.

8. When will I get my payment?

The Court will hold a hearing to consider the fairness of the settlement on [Final Approval Hearing Date]. If the Court approves the settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment within 90 days after the Settlement has been finally approved and/or any appeals process is complete. In submitting their claims, Settlement Class Members can choose whether to receive their payment via PayPal, Venmo, or paper check. All checks will expire and become void unless cashed within 180 days after the date of issuance.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Settlement Class Member and you want to receive a payment, you must

complete and submit a Claim Form postmarked by [Claims Deadline]. Claim Forms can be found and submitted at the website [website address], or by printing and mailing a paper Claim Form, copies of which are available for download at the website [website address]. If the Patriots App was installed on your mobile device by [Push Date], you have received notifications concerning the settlement in the "My Inbox" section of the Patriots App and via a "Push" message, both of which will direct you to a personalized Notice of Proposed Class Action Settlement containing a Unique ID and PIN number to be entered on your Claim Form. You may still file a claim if you believe you are a member of the Settlement Class but have not received the "My Inbox" or "Push" notifications. Please contact the Settlement Administrator for more information at _____.

Settlement Class Members are encouraged to submit claims online. Not only is it easier and more secure, but it is completely free and takes only minutes!

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes final, you will give up (or "release") your rights to sue Patriots and certain of its affiliates ("Released Parties") regarding the Released Claims, which are described and defined in Paragraph 1.26 of the Settlement Agreement. Unless you exclude yourself (see Question 14), you will release the Released Claims, regardless of whether you submit a claim or not. You may access the Settlement Agreement through the "court documents" link on the website. The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you may speak to the lawyers listed in Question 12 for free or you may, of course, speak to your own lawyer.

11. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary benefit (cash payment) from this Settlement. Further, if you do not exclude yourself, you will be unable to start a lawsuit or be part of any other lawsuit brought against Patriots regarding the Released Claims

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

Nathaniel L. Orenstein, Patrick T. Egan, and Christina L. Gregg of Berman Tabacco, Daniel C. Hedlund and Daniel J. Nordin of Gustafson Gluek PLLC, Kenneth A. Wexler, Justin N. Boley, and Zoran Tasić of Wexler, Boley & Elgersma LLP, and Kevin Landau and Brett Cebulash of Taus, Cebulash & Landau, LLP are the lawyers representing Anthony Serra and the Settlement Class. They are called "Class Counsel." After conducting an extensive

investigation, they believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel will ask for no more than one-third of the $2,160,000 Settlement Fund, but the Court may award less than this amount. Class Counsel may also seek a Service Award of up to $5,000 for the Class Representative for his service in helping to bring and settle the case. The Service Award will be paid out of the Settlement Fund, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Class, you must mail or otherwise deliver a letter stating that you want to be excluded. Your letter must include:

a. The name and number of this case:

b. Your full name and mailing address;

c. A statement that you wish to be excluded; and

d. Your handwritten or electronically imaged written signature.

You must mail or deliver your exclusion letter, postmarked no later than [Objection/Exclusion Deadline] to:

[Claims Admin?]

No "mass" or "class" opt-outs will be allowed.

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Patriots or the Released Parties for the Released Claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you may not submit a Claim Form to receive a monetary benefit (cash payment).

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Settlement Class Member, you may ask the Court to deny approval by filing an objection. You may object to any aspect of the Settlement, Class Counsel's request for attorneys' fees and expenses, or the request for a Service Award. You can give reasons why you think the Court should not give its approval. The Court will consider your views. If you choose to make an objection, you must mail or file with the Court a letter or brief stating that you object to the Settlement. Your letter or brief must include:

a. The name and number of this case;

b. An explanation of the basis upon which you claim to be a Settlement Class Member, including information sufficient to identify you as a Patriots App user;

c. An explanation of any and all your reasons for your objections, including citations to legal authority and supporting evidence, and attaching any materials you rely on for your objections;

d. The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection;

e. A statement indicating whether you or your lawyer(s) intends to appear at the Final Approval Hearing;

f. Your handwritten or electronically imaged written signature; and

e. If a Settlement Class Member or any of the Objecting lawyers have objected to any class action settlement where the objector or the Objecting lawyer 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. Any challenge to the Settlement Agreement or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

You must mail or deliver your exclusion letter, postmarked no later than [Objection/Exclusion Deadline] to:

[Claims Admin?]

You must also mail or otherwise deliver a copy of your written objections to Class Counsel and Patriots' counsel at the following addresses:

Class Counsel	Defendant's Counsel

[Sig Block]	[Sig Block]

18. What is the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no right to object or file a Claim Form because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [time] on ___, 2025 in Courtroom __ at the Harold D. Donohue Federal Building and U.S. Courthouse, 595 Main Street, Worcester, Massachusetts 01608. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a Service Award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [Settlement Website] or call [class counsel contact]. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to attend the hearing to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also retain your own lawyer (at your own expense) to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that you or your lawyer intend to appear at the Final Approval Hearing.

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [Settlement Website]. You may also write with questions to ____. You can call the Settlement Administrator at ___ or Class Counsel at ___, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the settlement website.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE

Exhibit G

EXHIBIT G
[Sponsored Search Listing]

	[COPY]
Headline 1	**Class Action Settlement**
Headline 2	**New England Patriot App Users**
Headline 3 (not guaranteed to show)	***See if you are included***
Description 1	**You May Be Entitled to a Payment if you watched videos with location services enabled.**
Description 2 (not guaranteed to show)	***The Class Period is between February 1, 2022, and MONTH DAY, 20XX.***
Display URL	**www.URL.com**

EXHIBIT 2

TAUS, CEBULASH & LANDAU, LLP

123 WILLIAM ST., SUITE 1900A
NEW YORK, NEW YORK 10038
212-931-0704
WWW.TCLLAW.COM

FIRM RESUME

TAUS, CEBULASH & LANDAU, LLP is a litigation firm with a focus in complex antitrust and consumer protection class actions. The firm was founded in 2009 with a few basic guiding principles: we are dedicated to providing the highest quality legal representation to our clients and class members, while working in an environment that inspires collaboration, inventiveness and productivity.

We have extensive knowledge and experience in complex antitrust actions in a variety of industries, including pharmaceutical and medical devices. The firm and its members have been appointed to Executive Committees in multiple cases. We currently represent plaintiffs and class members in pharmaceutical antitrust actions alleging pharmaceutical manufacturers have wrongfully prevented or delayed less expensive generic drugs from entering the market, including *In re Effexor XR Direct Purchaser Antitrust Litigation,* 11-cv-05479 (D.N.J.) (Executive Committee); *In re Niaspan Antitrust Litigation,* 13-md-2460 (E.D. Pa.); and *In re Generic Pharmaceutical Pricing Antitrust Litigation,* 16-md-2724 (E.D. Pa.). We have also represented classes in recent pharmaceutical antitrust actions in which we and our co-counsel have recovered significant settlements for the class members, including *In re Glumetza Antitrust Litigation*, 19-cv-5822 (N.D. Ca.) ($453 million); *In re Lidoderm Antitrust Litigation*, 14-md-2521 (N.D. Cal.) (Executive Committee) ($166 million); *In re Solodyn Antitrust Litigation*, 14-md-2503 (D. Mass.) ($72.5 million); *In re Celebrex Antitrust Litigation*, 14-cv-361 (E.D. Va.) ($94 million); *In re: Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*, 18-MD-2819 (E.D.N.Y) (Executive Committee) ($51.2 million); *In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litigation*, 13-md-2445 (E.D. Pa.); and *In re Zetia (Ezetimibe) Antitrust Litigation*, 18-md-2836 (E.D. Va.) (Executive Committee). Prior to the founding of Taus, Cebulash & Landau, LLP, our attorneys played a leadership role in cases where hundreds of millions of dollars were recovered for class members.

Taus, Cebulash & Landau, LLP and our co-counsel also represent or have represented class members in numerous other complex antitrust actions in a range of industries including cable services, auto parts, contact lenses, and food supplies. As Lead Counsel in *Marchese v. Cablevision Systems Corp., and CSC Holdings, Inc.*, 10-cv-02190 (D.N.J.), we obtained $72 million in settlement benefits for cable subscribers. The firm is a member of the Plaintiffs' Steering Committee representing farmers in *In re Crop Inputs Antitrust Litig.*, 21-md-2993 (E.D.Mo.). We also represent advertiser plaintiffs as a member of the Advertiser Class Steering Committee in *In re Google Digital Advertising Antitrust Litigation,* 21-md-3010 (S.D.N.Y.). We represent or have represented classes of purchasers subject to anticompetitive practices in numerous cases, including, *In re Passenger Vehicle Replacement Tires Antitrust Litigation*, 24-md-3107 (E.D.Oh.); *In re Granulated Sugar Antitrust Litigation*, 24-md-3110 (D.Minn.); *Mach v. Yardi Systems, Inc., et al*. (24CV63117) (Cal. Sup.); *In re Automotive Parts Antitrust Litigation*, 12-md-2311 (E.D. Mich); *In re Disposable Contact Lens Antitrust Litigation*, 15-md-2626 (M.D. Fla.); *In re Broiler Chicken Antitrust Litigation*, 16-cv-08637 (N.D. Ill.); *In Re Dealer Management Systems Antitrust Litigation*, 18-cv-864 (N.D. Ill.); *Universal Delaware Inc. v. Ceridian Corp., et al.*, 09-cv-2327 (E.D. Pa.), and *Wallach, et al. v. Eaton, et al.*, 10-cv-260 (D. Del.).

Our attorneys also have significant experience in consumer protection class actions, representing class members against several banks, credit card and mortgage service companies, as well as in cases involving overcharges on consumer products. The firm currently serves as Co-Lead Counsel representing a class of infant formula purchasers in *Hasemann et al v. Gerber,* 15-cv-02995 (E.D.N.Y). Our cases include *Hogan v. Amazon.com, Inc.*, 21-cv-3169 (N.D. Ill.) (executive committee); *Esslinger, et. al. v. HSBC*, 10-cv-3213 (E.D. Pa.) (Co-Lead Counsel); *Westrope, et al v. Ringler, et al,* 14-cv-0604 (D.Or.); *In re Discover Payment Protection Plan Marketing and Sales Practices Litigation*, 10-cv-6994 (N.D. Ill.); *In re Bank of America Credit Protection Marketing and Sales Practices Litigation*, 11-md-02269 (N.D. Cal.) (Executive Committee); *Arnett v. Bank of America*, 11-cv-1372 (D.Or.); and *Scheetz v. JP Morgan Chase*, 12-cv-4113 (S.D.N.Y.). Our attorneys have also previously taken active roles in such cases as *McCoy v. Capital One Bank (USA), N.A. and Capital One Services, L.L.C.*, 10-cv-0185 (S.D. Cal.), and *In Re National Arbitration Forum Trade Practices Litigation*, 09-cv-01939 (D. Minn.).

ATTORNEYS

BARRY S. TAUS, PARTNER

Barry S. Taus currently represents plaintiffs and class members in major complex class actions including *In re Effexor XR Direct Purchaser Antitrust Litigation* (D.N.J.); *In re Amitiza Antitrust Litigation*, No. 21-cv-11057 (D.Mass.) and *In re Avandia Marketing, Sales Practices and Products Liability Litigation*, MDL. No. 181 (E.D. Pa.).

Mr. Taus has also played significant roles in various antitrust class actions that have been successfully resolved, including *In re Glumetza Antitrust Litigation*, 19-cv-5822 (N.D.Ca.) (settled for $453 million); *Marchese v. Cablevision Systems Corp., et al*. (settled for over $72 million in settlement benefits plus significant injunctive relief) (lead counsel); *Universal Delaware, Inc. v. Ceridian Corp., et al*. (settled for $130 million plus significant injunctive relief); *Castro, et al. v. Sanofi Pasteur, Inc.* (settled for $61 million); *In re Wellbutrin XL Antitrust Litigation* (partially settled for $37.5 million); *In re Skelaxin Antitrust Litigation* (settled for $73 million); *In re Buspirone Antitrust Litigation* (S.D.N.Y.) (settled for $220 million); *In re Relafen Antitrust Litigation* (D. Mass.) (settled for $175 million); and *In re Remeron Antitrust Litigation* (D. N.J.) (settled for $75 million).

Mr. Taus has acted as Lead Counsel or Co-Lead Counsel for classes of direct purchasers in a number of major, complex antitrust litigations, including *In re Cardizem CD Antitrust Litigation* (E.D. Mich.) (settled for $110 million); *In re Terazosin Hydrochloride Antitrust Litigation* (S.D. Fla.) (settled for $75 million); and *In re Tricor Antitrust Litigation* (D. Del.) (settled for $250 million).

As Lead Counsel for the direct purchaser class in the *Tricor* case, Mr. Taus successfully negotiated what was then the largest settlement of any direct purchaser class action alleging impeded generic pharmaceutical competition in the Hatch-Waxman antitrust context ($250 million). Prior to settlement, Mr. Taus was responsible for overseeing all material aspects of the litigation on behalf of the direct purchaser class, including the extensive research leading to the initial complaint, analyzing thousands of pages of discovery documents and taking numerous depositions to marshal evidence to support plaintiffs' theories relating to liability, antitrust impact, causation, monopoly power and class certification, retaining and working closely with numerous experts, and ultimately preparing for and proceeding to trial.

In addition to his antitrust experience, Mr. Taus took a central, active role in numerous stockholder class action and derivative actions. These actions included *Rebenstock v Fruehauf Trailer Corp.; In re Par Pharmaceutical Securities Litigation; In re F&M Distributors, Inc. Securities Litigation; In re Taxable Municipal Bond Litigation; In re Bay Financial Securities Litigation; and Sanders v. Wang, et. al* (resulting in recovery from certain senior executives of stock valued in excess of $225 million for the benefit of Computer Associates). Furthermore, Mr. Taus has successfully played a leading role in various complex consumer class actions, including *Cicarell v. Provident Mutual Life Ins. Co.* (sales practice litigation settled for $45 million) and *Provident Demutualization Litigation* (enjoined demutualization that would have harmed policyholders).

Mr. Taus graduated *cum laude* from the State University of New York at Albany in 1986 with a Bachelor of Science degree in Accounting. Mr. Taus graduated from Brooklyn Law School in 1989, and is admitted to the Bar of the State of New York, as well as the United States District Court for the Southern District of New York and the United States Courts of Appeals for the Second and Eleventh

Circuits. He is also a member of the New York State Bar Association and the American Bar Association.

BRETT CEBULASH, PARTNER

Brett Cebulash focuses his practice on litigating complex class actions designed to remedy class-wide harms caused by unfair, deceptive or anticompetitive practices. Over the course of his 25-year career, Mr. Cebulash has made substantial contributions to complex class cases in the areas of antitrust law (designed to remedy anticompetitive behavior and restore competition), consumer protection law (designed to remedy unfair and deceptive practices in the sale or use of goods and services), employment law (designed to remedy unfair employment practices), and securities law (designed to remedy false and misleading disclosures in the sale of securities). In recognition of his achievements in complex litigation, Mr. Cebulash has been selected as a New York Metro "Super Lawyer" from 2014-2021 in antitrust and class action litigation. "Super Lawyer" selection results from peer nominations, a "blue ribbon" panel review process and independent research on candidates; no more than 5% of lawyers in the New York metro areas are selected as "Super Lawyers."

Mr. Cebulash has prosecuted complex class matters in a wide range of industries. For instance, Mr. Cebulash is currently engaged in challenging practices regarding infant formula marketing in *Hasemann v. Gerber* (E.D.N.Y.) (Co-Lead Counsel), improper imposition of fees by Nassau and Suffolk County in *Guthart v. Nassau County* and *McGrath v. Suffolk County* (N.Y. Sup. Ct.) and in *Mach v. Yardi Systems, Inc., et al*. (Cal. Sup.). As Lead Counsel, Mr. Cebulash was substantially involved in all aspects of *Marchese v. Cablevision* (D.N.J.), a class action challenging Cablevision's tying of subscriptions to interactive services to the rental of set-top boxes exclusively from Cablevision that resulted in a settlement providing in excess of $72 million in settlement benefits and significant injunctive relief to Cablevision subscribers. In the trucking industry, Mr. Cebulash also has been involved in *Wallach, et al v. Eaton* (D. Del.), a class action challenging exclusive dealing conduct in the market for Class 8 truck transmissions, and *Universal Delaware, Inc. v. Ceridian Corp., et al.* (E.D.Pa.), challenging anticompetitive arrangements with regard to fuel cards.

Mr. Cebulash has litigated many cases that challenge anticompetitive conduct in the healthcare industry. For example, Mr. Cebulash has been involved in development and prosecution of *In re Asacol Antitrust Litigation* (D. Mass.) *In re Effexor XR Direct Purchaser Antitrust Litigation* (D.N.J.) and *In re Glumetza Antitrust Litigation* (N.D.Cal). Other examples in the healthcare area include *Natchitoches Parish Hosp. v. Tyco* (D. Mass.), brought on behalf of a class of direct purchasers of sharps containers who were overcharged as a result of Tyco's exclusive dealing conduct, where Mr. Cebulash was responsible for leading all aspects of the case up to summary judgment, including successfully arguing for class certification, defending the opinions of plaintiffs' economists, deposing and successfully challenging opinions of certain of Defendants' experts, leading all discovery efforts and engaging in economic analyses. In *Neurontin Antitrust Litigation* (D.N.J), Mr. Cebulash was responsible for developing the direct purchaser class action that challenged Pfizer's scheme to delay generic competition for Neurontin, including formulating the contours of Pfizer's overarching scheme and successfully arguing against Pfizer's motion to dismiss. Mr. Cebulash successfully lead prosecution of *In re Nifedipine Antitrust Litigation* (D.D.C.), which challenged anticompetitive agreements between generic manufacturers of generic Adalat, including leading discovery against Biovail, deposing production and manufacturing experts, working with plaintiffs' experts and preparing successful class certification and summary judgement papers.

In the area of consumer protection, Mr. Cebulash has been prominently involved in cases challenging the practices of banks and insurers in the forced placement of flood insurance. In *Arnett v.*

Bank of America (D. Or.), Mr. Cebulash successfully argued in opposition to Bank of America's motion to dismiss, developed the concept of the lender-servicer distinction (to distinguish the actions of loan servicers from those reserved to the lender/owner of the mortgage to counter servicers' arguments that they were entitled to unfettered discretion under the mortgage to set terms for flood insurance) and engaged in all other aspects of the prosecution of the *Arnett* matter, leading to a settlement providing $31 million in cash for the class as well as significant relief from Bank of America's flood insurance practices. Mr. Cebulash was involved in the development and prosecution of *Casey and Skinner v. Citibank* (N.D.N.Y), where the court adopted the lender-servicer distinction in denying Citibank's motion to dismiss and which ultimately settled for $110 million in value available to the flood, hazard and wind insurance classes as well as changes to Citibank's insurance practices. In C*lements, Scheetz, et. al. v. JP Morgan Chase* (N.D. Cal.)/(S.D.N.Y.) Mr. Cebulash developed concepts that contributed to reaching a settlement that provided $22.1 million in cash to the class and changes to Chase's force placed flood insurance practices. Mr. Cebulash has litigated cases challenging other insurance-related deceptive practices including *Westrope v. Ringler*, (D. Or.) alleging that structured settlement brokers negligently and illegally sold ELNY annuities and *In re Provident Demutualization,* (Pa. Ct. Comm. Pleas) challenging a demutualization on the basis that it benefitted insiders and executives at the expense of policyholders.

Mr. Cebulash has successfully litigated numerous actions against credit card issuers challenging their deceptive practices with regard to their credit protection products. Mr. Cebulash was involved in the litigation of *Spinelli, et al v. Capital One*, (M.D. Fla), which included litigating cases in California and Connecticut and negotiating a successful settlement that provided substantial relief to Capital One cardholders. Mr. Cebulash also litigated actions on behalf of cardholders in *Esslinger v. HSBC*, (E.D. Pa.) (co-lead counsel), *Bank of America Credit Protection Marketing & Sales Practices Litigation* (N.D. Cal.) (executive committee) and *Discover Payment Protection Plan Marketing and Sales Practices Litigation* (N.D. Ill.), successfully providing these classes with over $50 million in total cash relief as well as improvements to credit protection practices.

Mr. Cebulash has also litigated securities class actions, developing theories regarding improper disclosures and improper accounting and revenue recognition methods that lead to successful results in cases such as *F&M Distributors, Inc. Securities Litigation* (E.D. Mich.) *Bank One Securities Litigation* (N.D. Ill.) and *Gutter v. Dupont* (S.D. Fla.). Mr. Cebulash has also been substantially involved in employment cases such as *Davis v. Kodak* (W.D.N.Y.) and *Diaz v. Electronics Boutique* (W.D.N.Y.)

A graduate of the University of Virginia, Mr. Cebulash received his J.D. *cum laude* from Brooklyn Law School. He is admitted to the Bar of the States of New York and New Jersey, as well as the United States Courts of Appeals for the First, Third and Ninth Circuits and the United States District Courts for the Southern, Eastern, Western and Northern Districts of New York and the District of New Jersey.

KEVIN LANDAU, PARTNER

Kevin Landau currently represents plaintiffs and class members in various antitrust and consumer class actions, including *In re Passenger Vehicle Replacement Tires Antitrust Litigation* (E.D.Oh.) (Direct Purchaser Plaintiff Steering Committee), an antitrust action alleging price-fixing of tires; *Mach v. Yardi Systems, Inc., et al*.(24CV63117) (Cal. Sup.), an antitrust action alleging price-fixing in California apartment rentals; *In re Effexor Antitrust Litigation* (D.N.J) (executive committee), an antitrust action alleging that the brand manufacturer made a payment to a generic company to delay entering the market with its product; *In re Broiler Chicken Antitrust Litigation*, (N.D. Ill.), an antitrust

action alleging producers coordinated a supply reduction of broiler chickens; *Amazon Tying Litigation* (W.D. Wash) (co-lead counsel), an antitrust action alleging Amazon tied sellers' access to the "Buy Box" to the purchase of Amazon's fulfillment services; *Guthart v. Nassau County, et al.* and *McGrath v. Suffolk County et al.* (NYS Supreme Court) (lead counsel), consumer class actions alleging that local governments imposed *ultra vires* administrative fees in connection with red-light camera violations; *Hasemann v. Gerber* (E.D.N.Y.) (co-lead counsel), a consumer protection class action challenging practices regarding infant formula marketing; and *Hogan v. Amazon.com, Inc.*, 21-cv-3169 (N.D. Ill.), a case challenging Amazon's collection of biometric from Amazon Photos (executive committee).

In addition to these active cases, Mr. Landau has also represented plaintiffs and class members in various cases which have been successfully resolved, such as, *Marchese v. Cablevision Systems Corp., et al.* (D.N.J.) (antitrust class action settlement providing in excess of $72 million in settlement benefits and significant injunctive relief to Cablevision subscribers who paid inflated prices for their set-top boxes) (lead counsel); *Esslinger, et al. v. HSBC Bank Nevada, N.A.* (E.D. Pa.) ($23.5 million settlement for cardholders in class action) (co-lead counsel); *LiPuma v. American Express* (S.D. Fl.) ($75 million settlement for cardholders in consumer class action) (co-lead counsel); *In Re: Bank of America Credit Protection Marketing & Sales Practices Litigation* (N.D. Cal.) ($20 million settlement for cardholders in consumer class action) (member of executive committee); *In re Discover Payment Protection Plan Marketing and Sales Practices Litigation*, ($10.5 million settlement for cardholders in consumer class action); *Arnett v. Bank of America*, No. 11-cv-1372 (SI) (D. Or.) ($31 million settlement for class challenging lender placed flood insurance practices); *Casey v. Citibank, N.A.*, No. 12-820 (DNH/DEP) (N.D.N.Y.) (settlement providing for $110 million in benefits to class challenging wind, flood and hazard insurance practices); *In re Zetia (Ezetimibe) Antitrust Litigation* (E.D.Va.) (private settlement in antitrust action alleging that defendant paid its generic competitors to stay off the market with their competing generic versions of Zetia); *In re Skelaxin Antitrust Litigation* ($73 million settlement for direct purchasers in antitrust class action), *In re Metoprolol Succinate Antitrust Litigation* (settled for $20 million settlement for direct purchasers in antitrust class action); *Gutter v. Dupont* (S.D. Fl.) ($77.5 million settlement for shareholder class); *In re Cendant Corporation Derivative Litigation* (D.N.J.) ($54 million recovery for the corporation in derivative action); *Giant Eagle, Inc. v. Cephalon, Inc. et al.* (E.D.Pa.) (private settlement in antitrust action alleging that Cephalon paid its generic competitors to stay off the market with their competing generic versions of Provigil); *Westrope v. Ringler* (D.Or.) (resolving claim of structured settlement annuitants who suffered cuts to their annuity payments as a result of their structured settlement brokers' alleged negligence).

Mr. Landau was recognized in 2014-2023 as a New York Metro "Super Lawyer" in class action litigation. "Super Lawyer" selection results from peer nominations, a "blue ribbon" panel review process and independent research on candidates; no more than 5% of lawyers in the New York metro areas are selected as "Super Lawyers." He has been an invited as a panelist at American Conference Institute Forums focusing on consumer protection issues. He is also a member of the Committee to Support Antitrust Laws, an organization dedicated to promoting and supporting the enactment, preservation, and enforcement of a strong body of antitrust laws in the United States, and the Plaintiffs' Class Action Forum, an invitation-only professional group focused on emerging trends in class actions.

Mr. Landau graduated with high honors from Lehigh University in 1993 with a Bachelor of Arts in Government. Mr. Landau graduated from Brooklyn Law School in 1996, where he was a member of the Brooklyn Law Review. Mr. Landau is admitted to the Bar of the State of New York, as well as the United States District Courts for the Southern and Eastern Districts of New York, and the United States Court of Appeals for the Second Circuit, Third Circuit, Eleventh Circuit and D.C. Circuit. He is also a member of the Association of the Bar of the City of New York, the New York

State Bar Association and the American Bar Association. He volunteers at Central Synagogue's Homeless Breakfast Program and as a mentor for students in Legal Outreach, an educational program that serves low-income, mostly minority, and/or first generation urban youth from underserved neighborhoods in New York City.

ARCHANA TAMOSHUNAS, PARTNER

Archana Tamoshunas focuses her practice on complex class action litigation, including antitrust and consumer protection litigation. Over her career, Ms. Tamoshunas has been counsel in numerous complex federal antitrust class actions and specializes in those involving the pharmaceutical and medical device industries. She is active in all aspects of the litigation process including day-to-day management of discovery, briefing, class certification and trial preparation.

Ms. Tamoshunas is Co-Lead Counsel in *In re Copaxone Antitrust Litigation* (D.N.J.) representing third party payors of Copaxone in an antitrust class action. She was appointed to the Advertising Class Steering Committee representing a proposed class of digital advertisers against Google in *In re Google Digital Advertising Antitrust Litigation* (S.D.N.Y.). and is a member of the Plaintiffs' Steering Committee representing farmers in *In re Crop Inputs Antitrust Litigation* (E.D. Mo.). She also currently represents third party payors and purchasers of prescription drugs in other federal antitrust class actions alleging that pharmaceutical manufacturers have wrongfully prevented or delayed less expensive generic drugs from entering the market including,; *In re Niaspan Antitrust Litigation* (E.D. Pa.); *Government Employees Health Association v. Actelion Pharmaceuticals Ltd.* (D. Md.); and *In re Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation* (D. Del.). and

Ms. Tamoshunas has also represented direct purchasers in antitrust cases that have been successfully resolved including *In re Lidoderm Antitrust Litigation* (N.D. Cal.), in which her firm was appointed to the Executive Committee and she was personally involved in management and trial preparation of the case ($166 million settlement); *In re Zetia (Ezetimibe) Antitrust Litigation* (E.D.Va.) (Executive Committee); *In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litigation* (E.D. Pa.); *In re Solodyn Antitrust Litigation* (D. Mass.) ($72.5 million settlement); *In re Skelaxin (Metaxalone) Antitrust Litigation* (E.D. Tenn.) ($73 million settlement), *In re Prandin Direct Purchaser Antitrust Litigation* (E.D. Mich.) (Executive Committee) ($19 million settlement) and *Mylan Pharmaceuticals v. Warner Chilcott* (E.D. Pa.) ($15 million settlement), and was heavily involved in the management of successfully resolved cases including *In re Relafen Antitrust Litigation* (D. Mass.); *In re Terazosin Hydrochloride Antitrust Litigation* (S.D. Fla.) and *Natchitoches Parish Hospital District et al. v. Tyco International, et al.* (D. Mass.).

In 2021-2024, Ms. Tamoshunas was recognized as a New York Metro "Super Lawyer" in class action litigation. "Super Lawyer" selection results from peer nominations, a "blue ribbon" panel review process and independent research on candidates; no more than 5% of lawyers in the New York metro areas are selected as "Super Lawyers."

Ms. Tamoshunas graduated from Williams College (B.A.) and from New York University School of Law, where she was a member of the Moot Court Board and had her case problem published in the New York University School of Law Moot Court Casebook (Vol. 22, 1998). After graduating from law school, Ms. Tamoshunas represented the City of New York in child abuse and neglect cases in Family Court.

Ms. Tamoshunas is admitted to the Bar of the State of New York as well as the Southern and Eastern Districts of New York, the Eastern District of Michigan and the First, Third and Eleventh Circuit Courts of Appeals. She is a member of the Antitrust Law Section of the New York State Bar Association.

MILES GREAVES, PARTNER

Miles Greaves currently represents consumers in a number of antitrust and consumer-protection class actions throughout the country. He is responsible for the day-to-day case management in *Hasemann v. Gerber Products Co.* (E.D.N.Y.), which alleges that the defendant improperly marketed its infant formula, and he represents the plaintiffs in *McGrath v. Suffolk County* (N.Y. Sup. Ct.) and *Guthart v. Nassau County* (N.Y. Sup. Ct.), which challenges the administrative fees associated with red-light-camera tickets. Mr. Greaves also represents a the class in *Simon & Simon, PC v. Align Tech., Inc.* (N.D. Cal.), which alleges that the defendant illegally monopolized the market for clear dental aligners; he represents a class in *In re Broiler Chicken Antitrust Litigation* (N.D. Ill.), which alleges that the defendants conspired to fix the nationwide price of chicken; and Mr. Greaves plays a role in several antitrust class actions alleging that brand-name pharmaceutical manufacturers inhibited the introduction of generic pharmaceuticals, such as *In re Copaxone Antitrust Litigation* (D.N.J.) and *In re Effexor XR Antitrust Litigation* (D.N.J.).

In addition to these ongoing actions, Mr. Greaves has represented plaintiffs and classes in a number of cases that have been successfully resolved. This includes *In re Glumetza Antitrust Litigation* (N.D. Ca.), which resulted in one of the largest settlements of its kind, as well as *In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litigation* (E.D. Pa.); *In re Loestrin 24 FE Antitrust Litigation* (D.R.I.); *In re Lidoderm Antitrust Litigation* (N.D. Cal.); *In re Niaspan Antitrust Litigation* (E.D. Pa.); *In re: Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation* (E.D.N.Y); *In re Disposable Contact Lens Antitrust Litigation* (M.D. Fla.); *In re Solodyn Antitrust Litigation* (D. Mass.); *In re Celebrex Antitrust Litigation* (E.D. Va.); *Universal Delaware, Inc. v. Ceridian Corp.* (E.D. Pa.); and *In re Prandin Direct Purchasers Antitrust Litigation* (E.D. Mich.); *Arnett v. Bank of America, N.A.* (D. Or.); *Scheetz v. JPMorgan Chase Bank, N.A.* (S.D.N.Y.); *Marchese v. Cablevision Systems Corp.* (D.N.J.); and *Westrope v. Ringler Associates Inc.* (D. Or.).

Mr. Greaves graduated *summa cum laude* with honors from the State University of New York at Albany in 2004, with a Bachelor of Arts in English. He graduated *cum laude* from Brooklyn Law School in 2012. Mr. Greaves is admitted to the Bar of the State of New York, as well as the United States District Courts for the Southern, Eastern, and Northern Districts of New York, and the D.C. Circuit Court of Appeals.

EVAN ROSIN, ASSOCIATE

Since joining the firm fulltime in 2018, Mr. Rosin has been actively involved in nearly all phases of complex consumer class actions challenging an array of anticompetitive practices such as price-fixing, exclusive dealing, market allocation, tying, and other unlawful conduct that harms consumers and the economy. Mr. Rosin has worked on cases across multiple industries including contact lenses (*In re Disposable Contact Lens* (M.D. Fla.)), single-serve coffee (*In re Keurig Green Mountain Single-Serve Coffee Antitrust Litigation* (S.D.N.Y)), pharmaceuticals (*In re Generic Pharmaceutical Pricing Antitrust Litigation*) (E.D. Pa.)), dealer management system and data

integration services (*In re Dealer Management Systems Antitrust Litigation* (N.D. Ill.)), and health insurance (*Krukas v. AARP, Inc. et al.* (D.D.C.)). He has also helped represent citizens challenging the improper imposition of fees by local governments (*Guthart v. Nassau County* and *McGrath v. Suffolk County* (N.Y. Sup. Ct.)). More recently, Mr. Rosin has taken an active role representing digital advertisers against Google (*In re Google Advertising Antitrust Litigation* (S.D.N.Y.)), as well as challenging an alleged conspiracy amongst agribusiness giants (*In re Crop Inputs Antitrust Litigation* (E.D. Mo.)).

Mr. Rosin graduated *magna cum laude*, with honors, from the University of Michigan in 2009, with a Bachelor of Arts in Political Science. He also earned the Residential College Commendation and Certificat d'Etudes Politiques. Mr. Rosin graduated from Brooklyn Law School in 2013, where he was an editor for the *Brooklyn Journal of International Law* and member of the Phi Delta Phi Legal Honor Society. While at Brooklyn Law, he interned for and actively contributed to the Brooklyn Law School Community Development Clinic. Mr. Rosin is admitted to the Bar in New York, Michigan, and the United States District Court for the Eastern District of Michigan.

GWENDOLYN NELSON, SENIOR ASSOCIATE

Gwendolyn Nelson is an experienced litigator and corporate attorney. She joined the firm in 2022 and is currently working on *In re Amitiza Antitrust Litigation*, No. 21-cv-11057 (D. Mass.) and *Mach v. Yardi Systems, Inc.*, No. 24-cv-063117 (Cal. Superior Ct. Alameda Cnty.).

Ms. Nelson previously litigated federal class actions at Kaplan Fox & Kilsheimer LLP. Her practice at Kaplan Fox focused primarily on antitrust price-fixing cases. Prior to joining the firm, Ms. Nelson was in-house counsel at Ensyn Corporation, a renewable energy company.

Ms. Nelson has a Bachelor of Arts in English from Cal Poly San Luis Obispo and graduated from Fordham University School of Law in 2008. She was an editor for the *Fordham Urban Law Journal* and held externships with the Honorable Deborah A. Batts in the Southern District of New York and the New York City Council. In recognition of her legal volunteer work, she earned an Archibald R. Murray Public Service Award from Fordham Law.

Ms. Nelson is admitted to the Bar of the State of New York as well as the Southern and Eastern Districts of New York.

JOSHUA HALL, ASSOCIATE

Since joining the firm in January 2023, Joshua Hall has taken an active role in the discovery phase of *Hogan v. Amazon.com, Inc.* (N.D. Ill.), which alleges the defendant violated the rights of consumers with respect to their biometric information. Mr. Hall began his litigation career in consumer debt litigation where he was the primary litigator in numerous cases across the five boroughs of New York. Prior to joining the firm, Mr. Hall took part in numerous discovery review projects, working with both large and small teams on multiple different cases.

Mr. Hall graduated with honors from Florida State University in 2016, with a Bachelor of Science in Political Science. He graduated from the Benjamin N. Cardozo School of Law in 2020, where he was the first Online Editor for the *Cardozo Arts & Entertainment Law Journal*, charged with managing their online publication. Mr. Hall is admitted to the Bar of the State of New York.

EXHIBIT 3

GUSTAFSON GLUEK PLLC

Firm Resume

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Firm Overview

Gustafson Gluek PLLC is a 22-attorney law firm with a national practice specializing in complex litigation. The firm has offices in Minneapolis, Minnesota and San Diego, California. Gustafson Gluek attorneys seek to vindicate the rights of, and recover damages for, those harmed by unfair business practices, such as illegal price fixing, deceptive trade practices, and the distribution of unsafe medical devices, as well as enjoin companies from engaging in these types of practices in the future.

Founded in 2003, Gustafson Gluek's attorneys have consistently been recognized by their clients, peers, and courts across the country as leaders in their fields. They have been chosen to lead some of the largest and most complex multi-district litigations. Attorneys at Gustafson Gluek have received national and statewide awards and honors and are routinely called upon by other leading firms to assist in taking on some of the largest companies and defense firms in the world. Gustafson Gluek was named number six in the Top 25 Lead Counsel in antitrust complaints filed from 2009 – 2022 in the 2022 Antitrust Annual Report produced by the University of San Francisco Law School and The Huntington National Bank. Gustafson Gluek was also listed as sixteenth among firms with the highest number of antitrust settlements and in the top 25 Lead Counsel in Class Recoveries. Finally, our firm had four antitrust class cases to obtain final approval of settlements in 2022.

Core values of Gustafson Gluek include supporting the community and promoting diversity in the legal profession. Its attorneys have held leadership positions and actively participate in numerous national, statewide and affinity-based legal organizations, including the Federal Bar Association, the Fund for Legal Aid Board, Minnesota State Bar Association, the Infinity Project, Minnesota Women Lawyers, Minnesota Association of Black Lawyers, the Lavender Bar Association and American Antitrust Institute. Gustafson Gluek was instrumental in founding the Pro Se Project, a collaboration with the Minnesota District Court pairing indigent federal litigants with attorneys. Gustafson Gluek devotes hundreds of hours each year to pro bono service through the Pro Se Project and other organizations.

Leadership Positions

Gustafson Gluek's attorneys are frequently recognized by their peers and the courts as experienced and capable leaders and, as such, have been appointed to lead numerous complex litigations, including the following:

Crowell v. FCA USA LLC (D. Del.)
Interim Co-Lead Counsel

***In re 3M Combat Arms Earplug Litig.* (Minn.)**
Co-Lead Counsel

***In re Bank of America Unauthorized Account Opening Litig.* (W.D.N.C.)**
Co-Lead Class Counsel

***In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)**
Co-Lead Counsel for Commercial and Institutional Indirect Purchaser Plaintiffs

In re Change Healthcare, Inc. Customer Data Security Breach Litig. (D. Minn.)
Overall Lead Counsel

***In re CenturyLink Residential Customer Billing Disputes Litig.* (D. Minn.)**
Executive Committee Chair

***In re Crop Inputs Antitrust Litig.* (E.D. Mo.)**
Co-Lead Counsel

***In re Dealer Management Systems Antitrust Litig.* (N.D. Ill.)**
Plaintiffs' Steering Committee

***In re Deere & Company Repair Services Antitrust Litig.* (N.D. Ill.)**
Co-Lead Counsel

***In re DPP Beef Litig.* (D. Minn.)**
Co-Lead Counsel

***In re DRAM Antitrust Litig.* (N.D. Cal. and multiple state court actions)**
Co-Lead Counsel for Indirect Purchasers

In re Eyewear Antitrust Litig. (S.D.N.Y.)

Co-Lead Counsel for the Putative Direct Purchaser Class

In re Flash Memory Antitrust Litig. **(N.D. Cal.)**
Plaintiffs' Steering Committee

In re Google Digital Publisher Antitrust Litig. **(N.D. Cal.)**
Plaintiffs' Leadership Committee

In re Granulated Sugar Antitrust Litig. **(D. Minn.)**
Plaintiffs' Steering Committee for the Direct Purchaser Plaintiffs

In re Interior Molded Doors Indirect Purchaser Antitrust Litig. **(E.D. Va.)**
Co-Lead Counsel

In re Medtronic, Inc. Implantable Defibrillators Products Liability Litig. **(D. Minn.)**
Co-Lead Counsel

In re Medtronic, Inc. Sprint Fidelis Leads Products Liability Litig. **(D. Minn.)**
Lead Counsel

In re Net Gain Data Breach Litig. **(D. Minn.)**
Executive Committee

In re Pacific Market International, LLC Stanley Tumbler Litig. (W.D. Wash.)
Interim Executive Committee

In re Pork Antitrust Litig. **(D. Minn.)**
Co-Lead Counsel for Consumer Indirect Purchaser Plaintiffs

In re Regents of the University of Minnesota Data Litig. **(Minn.)**
Lead Counsel

In re Syngenta Litig. **(Minn.)**
Co-Lead Class Counsel, Settlement Counsel

In re Vitamin C Antitrust Litig. **(E.D.N.Y.)**
Co-Lead Counsel for Indirect Purchasers

Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd. **(E.D.N.Y.)**

Co-Lead Counsel

Powell Prescription Center v. Surescripts, LLC **(N.D. Ill.)**
Lead Counsel Committee

Quaife, et al. v. Brady Martz Data Securities Litig. **(D.N.D.)**
Interim Co-Lead Counsel

St. Barnabas Hospital, Inc. et al. v. Lundbeck, Inc. et al. **(D. Minn.)**
Interim Class Counsel

Vikram Bhatia, D.D.S., et al., v. 3M Company **(D. Minn.)**
Co-Lead Counsel

Case Outcomes

Gustafson Gluek has recovered billions of dollars on behalf of its clients since its founding in 2003. Gustafson Gluek has helped vindicate the rights of, and recover damages for, those harmed by unfair business practices such as illegal price-fixing, deceptive trade practices, and the distribution of unsafe or defective devices, as well as enjoin companies from engaging in these types of practices in the future. A list of representative cases previously litigated by the firm and their outcomes are set forth below.

Antitrust

In re Automotive Parts Antitrust Litig. (E.D. Mich.)

Gustafson Gluek was an integral part of the team representing a class of indirect purchases of various automotive components. Plaintiffs alleged that defendants engaged in a sprawling price-fixing conspiracy to artificially increase the price of several different automobile components. Gustafson Gluek helped recover over $1.2 billion for the class.

In re Blue Cross Blue Shield Antitrust Litig. (N.D. Ala.)

Gustafson Gluek was appointed as a member of the Damages and Litigation Committees representing a class of subscribers of Blue Cross Blue Shield insurance in multiple states. Plaintiffs alleged the defendants entered into a de facto price allocation agreement via the "licensing" agreements for use of the Blue Cross Blue Shield name and trademarks. The parties reached a settlement totaling $2.67 billion for the class. Settling Defendants also agreed to make changes in the way they do business that Plaintiffs believe will increase the opportunities for competition in the market for health insurance.

In re Capacitors Antitrust Litig. (N.D. Cal.)

Gustafson Gluek represented a class of indirect purchasers of electrolytic or film capacitors. Plaintiffs alleged that at least fifteen multinational corporations conspired to fix the prices of capacitors that they manufactured and sold

worldwide and into the United States. Gustafson Gluek attorneys worked closely with Lead Counsel throughout the litigation, which eventually recovered $84.49 million for the class.

***In re Containerboard Antitrust Litig.* (N.D. Ill.)**

Gustafson Gluek represented a class of direct purchasers of containerboard products and was a defendant team leader. Plaintiffs alleged that defendant containerboard manufacturers conspired to fix the price of containerboard. As a team leader, Gustafson Gluek handled all aspects of discovery, including the depositions of several senior executives. Gustafson Gluek helped to secure over $376 million for the class.

***In re Cathode Ray Tube (CRT) Antitrust Litig.* (N.D. Cal.)**

Gustafson Gluek represented a class of direct purchasers of CRT screens used for computer monitors and televisions. Plaintiffs alleged that defendants conspired to fix the price of these products in violation of the antitrust laws. Gustafson Gluek had a significant discovery role in the prosecution of this antitrust class action, which resulted in settlements totaling $225 million for the class.

***In re DRAM Antitrust Litig.* (N.D. Cal. and multiple state courts)**

Gustafson Gluek was appointed Co-Lead Counsel for the indirect purchasers in this nationwide class action against both national and international memory-chip manufacturers. This case dealt with the conspiracy surrounding the pricing of the memory chips commonly known as Dynamic Random Access Memory (or DRAM). DRAM is used in thousands of devices on a daily basis, and Gustafson Gluek was integral in achieving a settlement of $310 million for the class.

***In re Dealer Management Systems Antitrust Litig.* (N.D. Ill.)**

Gustafson Gluek has been appointed as a member of the Steering Committee representing a class of car dealerships. Plaintiffs allege that defendants unlawfully entered into an agreement that reduced competition and increased prices in the market for Dealer Management Systems ("DMS") and data

integration services related to DMS. Plaintiffs have reached a settlement with one defendant but continue to litigate against the remaining defendants.

In re Domestic Drywall Antitrust Litig. **(E.D. Pa.)**

Gustafson Gluek represented a class of direct purchasers of drywall in this antitrust case. Plaintiffs alleged the defendant manufacturers conspired to artificially increase the price of drywall. Gustafson Gluek played an active role in the litigation. A class was certified, and Gustafson Gluek helped recover over $190 million for the class.

In re Lithium Ion Batteries Antitrust Litig. **(N.D. Cal.)**

Gustafson Gluek represented a class of direct purchasers of lithium ion batteries in a multidistrict class action. Plaintiffs alleged collusive activity by the world's largest manufacturers of lithium ion batteries, which are used in devices such as cellular phones, cameras, laptops and tablets. Gustafson Gluek had a significant discovery role in the prosecution of this antitrust class and helped recover over $139 million for the class.

In re Interior Molded Doors Indirect Purchaser Antitrust Litig. **(E.D. Va.)**

Gustafson Gluek served as Co-Lead Counsel with two other firms representing a class of indirect purchasers of interior molded doors. Plaintiffs alleged that two of the country's largest interior molded door manufacturers conspired to inflate prices in the market. Defendants settled with the class for $19.5 million.

Precision Associates, Inc., et al. v. Panalpina World Transport (Holding) Ltd., et al. **(E.D.N.Y.)**

Gustafson Gluek was Co-Lead Counsel representing a class of direct purchasers of freight forwarding services in this international case against 68 defendants. Plaintiffs alleged that defendants engaged in an international conspiracy to fix, inflate, and maintain various charges and surcharges for freight forwarding services in violation of U.S. antitrust laws. Gustafson Gluek worked to secure over $450 million for the class.

***In re Resistors Antitrust Litig.* (N.D. Cal.)**

Gustafson Gluek worked closely with Lead Counsel representing indirect purchasers of linear resistors. Plaintiffs alleged that the defendant manufacturers conspired to increase the price of linear resistors, thereby causing indirect purchasers to pay more. After engaging in extensive discovery, Plaintiffs recovered a total of $33.4 million in settlements for the indirect purchaser class.

***In re TFT-LCD (Flat Panel) Antitrust Litig.* (N.D. Cal.)**

Gustafson Gluek served an integral role handling complex discovery issues in this antitrust action representing individuals and entities that purchased LCD panels at supracompetitive prices. Gustafson Gluek attorneys worked on a range of domestic and foreign discovery matters in prosecuting this case. The total settlement amount with all of the defendants was over $1.1 billion.

***The Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.)**

Gustafson Gluek was appointed interim Co-Lead Counsel representing a class of purchasers of hospital healthcare services. Plaintiffs alleged that Blue Cross Blue Shield of Michigan used its market position to negotiate contracts with hospitals that impeded competition and increased prices for patients. Gustafson Gluek worked to secure $29.9 million on behalf of the class.

Consumer Protection

***Baldwin et al. v. Miracle Ear et al.* (D. Minn.)**

Gustafson Gluek represented consumers who received unwanted telemarketing

calls from HearingPro for the sale of Miracle Ear brand hearing aid products in violation of the Telephone Consumer Protection Act. Gustafson Gluek played an important role in recovering an $8 million settlement for the class.

***Syngenta Corn Seed Litig.* (Minn. & D. Kan.)**

Gustafson Gluek was appointed Co-Lead Counsel for a class of Minnesota corn farmers suing Syngenta for negligently marketing its Agrisure/Viptera corn seed before it had been approved in all the major corn markets. Gustafson Gluek was an integral part of the litigation team in Minnesota, participating in all facets of discovery, motion practice and expert work. Dan Gustafson, one of the lead trial counsel was also appointed as part of the settlement team. Ultimately, these cases settled for $1.51 billion on behalf of all corn farmers in America.

***In re Centurylink Sales Practices and Securities Litig.* (D. Minn.)**

Gustafson Gluek was Chair of the Executive Committee and represented a class of current and former CenturyLink customers who were overcharged for their phone, internet or television services due to CenturyLink's unlawful conduct. Plaintiffs alleged that CenturyLink engaged in deceptive marketing, sales, and billing practices across dozens of states. Ultimately, Plaintiffs recovered $18.5 million in settlements for the class.

***Yarrington, et al. v. Solvay Pharmaceuticals, Inc.* (D. Minn.)**

Gustafson Gluek represented a class of individuals alleging unfair competition and false and deceptive advertising claims against Solvay Pharmaceuticals in the marketing of Estratest and Estratest HS, prescription hormone therapy drugs. Gustafson Gluek helped recover $16.5 million for the class.

Data Breach

***In re Equifax Inc. Customer Data Security Breach Litig.* (N.D. Ga.)**

Gustafson Gluek represented a class of individuals whose personal information was compromised as the result of Equifax's deficient data security practices. Plaintiffs reached a settlement where Equifax agreed to pay $380 million

towards the fund for class benefits, $125 million for out-of- pocket losses, and credit monitoring and identity restoration services.

Landwehr v. AOL Inc. **(E.D. Va.)**

Gustafson Gluek served as class counsel in this lawsuit, alleging that AOL made available for download to its members' search history data, which violated these AOL members' right to privacy under the Federal Electronic Communications Privacy Act. Plaintiffs reached a settlement with AOL that made $5 million available to pay the claims of class members whose search data was made available for download by AOL.

The Home Depot, Inc., Customer Data Security Breach Litig. **(N.D. Ga.)**

Gustafson Gluek represented credit unions and a class of financial institutions whose members, using payment cards, had their data compromised as the result of Home Depot's deficient data security practices. These financial institutions lost time and money responding to the data breach. Plaintiffs reached a settlement agreement with Home Depot for $27.25 million for the class members.

Greater Chautauqua Federal Credit Union v. Kmart Corporation **(N.D. Ill.)**

Gustafson Gluek served on the court-appointed Plaintiffs' Steering Committee representing a class of financial institutions whose card members' payment data was compromised as a result of Kmart's deficient data security practices. These financial institutions lost time and money responding to the data breach. Plaintiffs reached a $5.2 million settlement with K-Mart for the class.

Experian Data Breach Litig. **(C.D. Cal.)**

Gustafson Gluek represented a class of consumers whose personally identifiable information, including Social Security numbers and other highly sensitive personal data, was compromised as the result of Experian's deficient data security practices. Many of these consumers lost time and money responding to the data breach, and they face an ongoing risk of identity theft, identity fraud,

or other harm. Plaintiffs reached a $22 million settlement and as a part of the settlement, defendants also agreed and have begun undertaking certain remedial measures and enhanced security measures, which they will continue to implement, valued at over $11.7 million.

Product Liability

In re 3M Combat Arms Earplugs (Minn.)

Gustafson Gluek served as co-lead counsel for veterans and service members seeking damages for hearing loss and related injuries due to the use of defective earplugs manufactured by 3M. Ultimately, Gustafson Gluek helped recover over $6 billion for over 250,000 individuals who had been injured by this product.

Bhatia v. 3M Co. (D. Minn.)

Gustafson Gluek represented a class of dentists who bought 3M Lava Ultimate Restorative material for use in dental crowns. Gustafson Gluek was appointed as Co-Lead Counsel for Plaintiffs, who alleged that the 3M Lava material failed at an unprecedented rate, leading to substantial loss of time and money for the dentists and injury to the patients. Gustafson Gluek helped secure a settlement of approximately $32.5 million for all of the dentists who had suffered damages from the failure of this product.

Medtronic, Inc., Sprint Fidelis Leads Products Liability Litig. (D. Minn.)

Gustafson Gluek was Lead Counsel representing Plaintiffs, who had Medtronic's Sprint Fidelis Leads implanted in them. Plaintiffs alleged that Medtronic's Sprint Fidelis Leads contained serious defects that caused the leads to fracture, resulting in unnecessary shocks. Ultimately, these cases settled for over $200 million on behalf of thousands of injured claimants who participated in the settlement. The settlement included a seven-year claim period in which individuals who were registered to participate in the settlement could make a claim if their device failed or was removed within that period for reasons related

to the alleged defect.

Medtronic, Inc. Implantable Defibrillators Products Liability Litig. **(D. Minn.)**

Gustafson Gluek was appointed Co-Lead Counsel in this MDL representing individuals, who were implanted with certain implantable defibrillators manufactured by Medtronic, Inc. Plaintiffs alleged that these certain Medtronic's implantable cardioverter defibrillators (ICDs), and cardiac resynchronization therapy defibrillators (CRT-Ds) contained serious battery defects, which resulted in a recall of the products at issue. Plaintiffs alleged that Medtronic, Inc. knew about this defect, intentionally withheld important information from the FDA and the public and continued to sell the devices for implantation into patients facing life-threatening heart conditions. Gustafson Gluek, in its role as Co-Lead Counsel, helped secure a settlement of approximately $100 million for claimants who participated in the settlement.

Intellectual Property & Patent Misuse

Augmentin Litig. **(E.D. Va.)**

Gustafson Gluek represented a class of direct purchasers of the pharmaceutical drug, Augmentin. Plaintiffs alleged that defendant GlaxoSmithKline violated the antitrust laws by unlawfully maintaining its monopoly over Augmentin and preventing the entry of generic equivalents. Gustafson Gluek helped recover $62.5 million for the class.

Dryer, et al., v. National Football League **(D. Minn.)**

The U.S. District Court for the District of Minnesota appointed Gustafson Gluek Lead Settlement Counsel in Dryer v. NFL. In that capacity, Gustafson Gluek represented a class of retired NFL players in protecting their rights to the use of their likenesses in marketing and advertising. Gustafson Gluek helped secure a settlement with the NFL that created unprecedented avenues of revenue generation for the class.

In re Restasis (Cyclosporine Opthalmic Emulsion) Antitrust Litig. **(E.D.N.Y.)**

Gustafson Gluek represented a proposed class of End-Payor Plaintiffs in this antitrust class action. Plaintiffs alleged that defendant Allergan engaged in a multifaceted conspiracy to delay generic competition for its brand-name drug Restasis. Gustafson Gluek helped recover $30 million for the class.

***Spine Solutions, Inc., et al. v. Medtronic Sofamore Danek, Inc., et al.* (W.D. Tenn.)**

Gustafson Gluek was one of the counsel representing the plaintiff, Spine Solutions, Inc. and Synthes Spine So., L.P.P., in a patent litigation against Medtronic Safamor Danek, Inc. and Medtronic Sofamor Donek, USA. The patent at issue in that case involved technology relating to spinal disc implants. This case went to trial in November 2008 and a jury verdict was returned in favor of our clients. The jury found willful infringements and awarded both lost profits and reasonable royalty damages to our clients.

***In re Wellbutrin SR Antitrust Litig.* (E.D. Pa.)**

Gustafson Gluek played an integral role in this pharmaceutical class action. The firm represented direct purchasers of Wellbutrin SR, who alleged that defendant GlaxoSmithKline defrauded the U.S. Patent and Trademark Office and filed sham lawsuits against its competitors, which delayed the availability of the generic version of Wellbutrin SR to consumers. As a result of this delay, Plaintiffs alleged that they paid more for Wellbutrin SR than they would have if the generic version had been available to them. Gustafson Gluek was actively involved in the investigation, discovery, motion practice, and trial preparation for this case and served an essential role in the mediation that resulted in a $49 million settlement to the direct purchasers.

APPELLATE ADVOCACY

Gustafson Gluek has experienced, seasoned appellate advocates who can assist in getting the right result. Because Gustafson Gluek attorneys have tried complex cases to jury and bench verdicts, they understand how important the trial court is to a successful appeal.

Gustafson Gluek's appellate attorneys draw from many years of experience practicing before courts at every level of the state and federal system. They have successfully briefed and argued a variety of complex class and non-class cases and been called upon by peers to assist in the appellate process for their clients as well. In addition, they have frequently written briefs and appeared as amicus curiae (friend of the court) on behalf of several professional organizations.

Gustafson Gluek appellate attorneys are admitted to practice in the following appellate courts:

- First Circuit Court of Appeals
- Third Circuit Court of Appeals
- Fifth Circuit Court of Appeals
- Eighth Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Eleventh Circuit Court of Appeals
- Minnesota State Court of Appeals
- Minnesota Supreme Court
- United States Supreme Court

The following is a representative list of cases in which Gustafson Gluek attorneys argued before the Eighth Circuit include:

- *Graves, et al v. 3M Company*
- *Bryant, et al. v. Medtronic, Inc., et al.*
- *Dryer, et al. v. National Football League*
- *Graves v. 3M Company*
- *Haddock v. LG Electronics USA, Inc.*
- *Rick, et al. v. Wyeth, Inc., et al.*
- *Karsjens, et al. v. Piper, et al.*
- *LaBrier v. State Farm Fire and Casualty Co.*
- *MN Senior Foundation, et al. v. United States, et al.*
- *Larson v. Ferrellgas Partners*
- *Smith v. Fairview Ridges Hospital*
- *Song v. Champion Pet Foods USA, Inc.*
- *Beaulieu v. State of Minnesota*

Practice Areas and Current Cases

Antitrust

Gustafson Gluek PLLC is devoted to the prosecution of antitrust violations. Gustafson Gluek attorneys have litigated antitrust cases in federal and state courts across the United States.

Federal and state antitrust laws are designed to protect and promote competition among businesses by prohibiting price fixing and other forms of anticompetitive conduct. Violations can range from straight forward agreements among competitors to raise prices above competitive prices to complicated schemes that affect relationships between different levels of a market.

Ongoing prosecution of these illegal schemes helps protect the average consumer from being forced to pay more than they should for everyday goods. Below are some representative antitrust cases that Gustafson Gluek is currently involved in:

Colon v. NCAA (E.D. CA)

Gustafson Gluek represents a potential class of Division I College Coaches who had been designated by the NCAA as "Volunteer Coaches" and not allowed to receive any wages or benefits for their service. Plaintiffs allege that the NCAA actively suppressed wages of these Division I Collegiate coaches in violation of the federal antitrust laws.

In re Broiler Chicken Antitrust Litig. (N.D. Ill.)

Gustafson Gluek is part of the Co-Lead counsel team for class of commercial indirect purchasers such as restaurants. The case alleges chicken suppliers colluded to artificially restrict the supply and raise the price of chicken in the United States. As part of the Co-Lead counsel team, Gustafson Gluek helped defeat several of the defendants' motions for summary judgment, succeeded in getting the class certified and prepared the case for trial. To date we have helped recover over $100 million in settlements from seven defendants.

***In re Crop Inputs Antitrust Litig.* (E.D. Mo.)**

Gustafson Gluek is Co-Lead counsel representing a class of farmers alleging that manufacturers, wholesalers and retailers conspired to artificially increase and fix the price of crop inputs (e.g., seeds, fertilizers, pesticides) used by farmers.

***In re Deere & Company Repair Services Antitrust Litig.* (N.D. Ill.)**

Gustafson Gluek has been appointed as Co-Lead counsel on behalf of a proposed class of farmers who purchased repair services from John Deere. Plaintiff alleges Deere monopolized the market for repair and diagnostic services for its agricultural equipment in order to inflate the price of these services.

***In re Disposable Contact Lens Antitrust Litig.* (M.D. Fla.)**

Gustafson Gluek represents a class of individuals who purchased contact lenses made by Alcon, CooperVision, Bausch + Lomb, and Johnson & Johnson. Plaintiffs allege that these manufacturers unlawfully conspired to impose minimum resale price agreements on retailers, which restricts retailers' ability to lower prices to consumers. The class was certified, and Gustafson Gluek attorneys were members of the trial team. Ultimately the case settled with all the defendants and that settlement received final approval from the Court.

***In re Domestic Airline Travel Antitrust Litig.* (D.D.C.)**

Gustafson Gluek is part of a team representing passengers of the airlines alleging antitrust violation against various airlines. The court denied defendants' motion to dismiss. Discovery has concluded and summary judgement motions have been submitted. There have been settlements with two of the defendants in this litigation to date.

***In re DPP Beef Litig.* (D. Minn.)**

Gustafson Gluek has been appointed Co-Lead Counsel for a proposed class of direct purchasers of beef. Plaintiffs allege that Cargill JBS, Tyson and National

Beef Packing Company conspired to fix and maintain the price of beef in violation of the federal antitrust laws resulting in supracompetitive prices for beef. This litigation is ongoing, but plaintiffs have reached a $52.5 million settlement with one defendant.

In re Fragrance Indirect Purchaser Antitrust Litig. (D.N.J.)

Gustafson Gluek has been appointed Co-Lead Counsel for a proposed class of indirect purchasers of fragrances and fragrance ingredients. Plaintiffs allege that the world's largest fragrance manufacturers conspired to fix and maintain the price of fragrances and fragrance ingredients in violation of federal and state antitrust laws resulting in supracompetitive prices for plaintiffs and proposed class they seek to represent.

In re Generic Pharmaceuticals Pricing Antitrust Litig. (E.D. Pa.)

Gustafson Gluek represents a class of Direct Purchaser Plaintiffs and is part of a team of law firms alleging anti-competitive conduct by more than twenty generic drug manufacturers with respect to more than 100 generic drugs, including drugs used to treat common and serious health conditions such as diabetes and high blood pressure. Cases have been brought on behalf of several distinct groups of plaintiffs, including Direct Purchaser Plaintiffs, Indirect Purchaser Plaintiffs, multiple individual plaintiffs, and the State AGs. There are currently more than a dozen separate cases related to various drugs, which have been organized into three groups for the purposes of case management. The court has denied the motion to dismiss, and discovery is ongoing.

In re Google Digital Publisher Antitrust Litig. (N.D. Cal.)

Gustafson Gluek has been appointed to the Leadership Committee representing a class of publishers who sold digital advertising space via Google. Plaintiffs allege that Google's anticompetitive monopolistic practices led to digital publishers being paid less for their advertising space than they otherwise would have been paid in a competitive market.

In re Hard Disk Drive Suspension Assemblies Antitrust Litigation (ND Cal.)

Gustafson Gluek is representing the End User Purchaser plaintiffs who purchased products containing Hard Disk Drive ("HDD") Suspension Assemblies. Plaintiffs allege that manufacturers TDK, NHK, and their respective subsidiaries entered into a cartel agreement to fix prices of HDD suspension assemblies. Defendants' summary judge was denied and motion for class certification is pending. This litigation is ongoing.

***In re Packaged Seafood Products Antitrust Litig.* (S.D. Cal.)**

Plaintiffs alleged that a cartel of the largest producers of tuna products in the United States conspired to fix and maintain prices of shelf-stable packaged tuna in violation of federal and state antitrust laws resulting in supracompetitive prices for plaintiffs and the proposed class. Gustafson Gluek represented plaintiffs and a class of end-payer plaintiffs who purchased packaged tuna products.

***In re Pork Antitrust Litig.* (D. Minn.)**

Gustafson Gluek has been appointed Co-Lead counsel for a class of indirect purchasers of pork products. Plaintiffs allege that the Defendants violated the federal antitrust laws resulting in supracompetitive prices for pork. The Class was certified and there have been settlements reached with certain defendants for over $90 million dollars. The litigation continues against the remaining defendants.

***Powell Prescription Center, et al. v. Surescripts, LLC, et al.* (N.D. Ill.)**

Gustafson Gluek has been appointed Co-Lead Counsel for a proposed class of pharmacies alleging that defendants Surescripts, RelayHealth, and Allscripts Healthcare Solutions conspired to monopolize and restrain trade in the e-prescription services market in violation of the antitrust laws. This litigation is ongoing, but plaintiffs have reached a $10 million settlement with defendant RelayHealth.

Consumer Protection

Gustafson Gluek PLLC has led class action lawsuits on behalf of consumers alleging consumer protection violations or deceptive trade practices. These cases involve claims related to the false marketing of life insurance, defective hardware in consumer computers, misleading air compressor labeling, and rental car overcharges. Below are some representative cases involving consumer protection claims that Gustafson Gluek is currently litigating:

***Broadway v. Kia America, Inc.* (D. Minn.)**

Gustafson Gluek represents proposed nationwide classes of people who purchased certain models of Kia and Hyundai automobiles that lack an engine immobilizer which makes those vehicles unsafe and prone to theft.

***Crowell, et al., v. FCA USA LLC* (D. Del.)**

Gustafson Gluek serves as interim co-lead counsel in case representing individuals who purchased Jeep 4XE vehicles at a substantial premium only to find that the electric battery does not operate as advertised and does not allow the vehicle to drive in electric only mode. The vehicles will get locked out of the battery operation and require a trip to the dealership to repair them.

***Gisairo, et al. v. Lenovo (United States) Inc.* (D. Minn.)**

Gustafson Gluek represents proposed classes of consumers who purchased various Lenovo laptop computers. These computers suffer from a common hinge failure that renders the products partially or completely useless.

***In re: Nurture Baby Food Litig.* (S.D.N.Y.)**

Gustafson Gluek represents proposed nationwide classes of consumers that purchased HappyBaby or HappyTots baby food products. Plaintiffs allege that these baby foods were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

In re: Pacific Market International, LLC, Stanley Tumbler Litig. **(W.D. Wa.)**

Gustafson Gluek serves on the interim executive committee representing a proposed class of individuals who purchased the popular Stanley line of mugs. Unbeknownst to those consumers, Stanley mugs are manufactured using toxic lead.

In re Plum Baby Food Litig. **(N.D. Cal.)**

Gustafson Gluek represents proposed nationwide classes of consumers who purchased Plum Organics baby food products. Plaintiffs allege that these baby foods were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

In re Recalled Abbott Infant Formula Products Liability Litig. **(N.D. Ill.)**

Gustafson Gluek represents proposed nationwide classes of consumers that purchased infant formula products manufactured, marketed, and sold by Abbott. Plaintiffs allege that these baby formula products were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

In re Theo's Dark Chocolate Litig. **(N.D. Cal.)**

Gustafson Gluek represents proposed nationwide classes of consumers that purchased Trader Joe's dark chocolate products. Plaintiffs allege that these dark chocolate products were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

In re Trader Joe's Co. Dark Chocolate Litig. **(S.D. Cal.)**

Gustafson Gluek represents proposed nationwide classes of consumers that purchased Trader Joe's dark chocolate products. Plaintiffs allege that these dark chocolate products were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

Kevin Brnich Electric LLC, et al. v. Siemens Industry, Inc. **(N.D. Ga.)**

Gustafson Gluek represents a proposed class of electricians and consumers who purchased Siemens Ground Fault Circuit Interrupter products. These products are prone to premature nuisance faulting.

***Krohn v. Pacific Market International, LLC* (W.D. Wa.)**

Gustafson Gluek represents a proposed class of individuals who purchased the popular Stanley line of mugs. Unbeknownst to those consumers, Stanley mugs are manufactured using toxic lead.

***Thelen, et al, v HP Inc.* (D. Del.)**

Gustafson Gluek represents proposed classes of consumer who purchased various HP laptop computers. These computers suffer from a common hinge defect that renders the products partially or completely useless.

CONSTITUTIONAL LITIGATION

Gustafson Gluek is devoted to the protection of the constitutional liberties of all individuals. The Firm has litigated several cases at the federal court level on matters involving civil commitment, police brutality, prisoner mistreatment and government misuse of private property. Below are some representative cases involving constitutional claims that Gustafson Gluek is currently litigating or has recently litigated:

***Doe v. Hanson et al.* (Minn.)**

Gustafson Gluek represents a former juvenile resident of Minnesota Correctional Facility – Red Wing who alleges he was sexually assaulted by a staff member over the course of several years. Despite alleged knowledge of the risk of the abuse to the juvenile, the Correctional Facility did nothing to protect the juvenile. A settlement was reached in 2021, which included significant financial compensation for the victim, required additional training for the MCF-Red Wing staff, and 3 policy changes at MCF-Red Wing.

***Carr v. City of Robbinsdale* (Minn.)**

Gustafson Gluek represented an individual whose car was seized by the Robbinsdale police. The client was a passenger in her car, when the driver was pulled over and arrested for driving under the influence. The officer seized the car pursuant to Minnesota's civil forfeiture statute. Gustafson Gluek filed a complaint challenging the constitutionality of the Minnesota civil forfeiture laws. However, prior to any meaningful litigation, the parties were able to settle the case.

***Khottavongsa v. City of Brooklyn Center* (D. Minn.)**

Gustafson Gluek represented the family of a man killed by Brooklyn Center police in 2015. Gustafson Gluek brought section 1983 claims, alleging the officers used excessive force and ignored his medical needs, and that the City of Brooklyn Center failed to train and supervise the officers. Defendant's motion for summary judgment was largely defeated. The case settled prior to trial.

***Hall v. State of Minnesota* (Minn.)**

Gustafson Gluek successfully litigated a case against the State of Minnesota regarding the State's Unclaimed Property Act. On behalf of plaintiffs, the Firm achieved a ruling that a portion of the State's Unclaimed Property Act was unconstitutional and, as a result, the statute was changed, and property returned to individuals.

***Karsjens, et al. v. Jesson, et al.* (D. Minn.)**

Gustafson Gluek represents a class of Minnesota's civilly committed sex offenders on a pro bono basis through the Federal Bar Association's Pro Se Project. Gustafson Gluek has been litigating this case since 2012, alleging that Minnesota's civil commitment of sex offenders is unconstitutional and denies the due process rights of the class. After a six-week trial in February and March of 2015, Minnesota District Court Judge Donovan Frank found in favor of the class, ruling that the Minnesota Sex Offender Program (MSOP) is unconstitutional, and ordering that extensive changes be made to the program. That order was reversed on appeal. Gustafson Gluek continues to vigorously advocate for the

class on the remaining claims and pursue a resolution that will provide constitutional protections to those civilly committed to the MSOP.

***Jihad v. Fabian* (D. Minn.)**

Gustafson Gluek represented an individual bringing suit against the State of Minnesota, the Department of Corrections and others alleging violations of his religious rights relating to his incarcerations in the Minnesota Corrections Facility in Stillwater. Gustafson Gluek was able to secure a settlement for the plaintiff which involved a change in the Department of Corrections policy to provide plaintiff with halal-certified meals at the correction facilities.

***Samaha, et al. v. City of Minneapolis, et al.* (D. Minn.)**

Gustafson Gluek is representing several peaceful protestors who were subject to excessive force at the George Floyd protests in May 2020. While peacefully protesting, the plaintiffs were subjected to tear gas, pepper spray and other violence. The case sought declaratory and injunctive relief, including a judgment that the City of Minneapolis has a custom, policy and practice of encouraging and allowing excessive force.

***Wolk v. City of Brooklyn Center, et al.* (D. Minn.)**

Gustafson Gluek is representing a peaceful protestor who was subject to excessive force at the Daunte Wright protests in April 2021. While peacefully protesting, the plaintiff was subjected to tear gas, pepper spray, and was shot by a less lethal munition. The case is on-going and seeks both damages and injunctive relief to change the policies of the law enforcement agencies that were involved.

DATA BREACH

Gustafson Gluek PLLC is actively involved in several major data breach cases across the country. Our attorneys work to protect and defend individuals' sensitive personally identifiable information and hold companies accountable when their online security measures fail to protect that valuable information. Our

team works on all aspects of these fast-paced cases from investigating breaches, to litigating cases, to reaching favorable resolutions for our clients. As set forth below, attorneys at Gustafson Gluek serve in key leadership roles representing consumers in regional and national data breach cases.

***In re* 23AndMe, Inc., Customer Data Security Breach Litigation (N.D. Cal.)**

Gustafson Gluek represents a proposed class of individuals whose sensitive personally identifiable genetic and health information was accessed by unauthorized persons. This case is in its early stages and has recently been consolidated in the Northern District of California.

***In re AT&T, Inc. Customer Data Security Breach Litigation* (ND. Tex.)**

Gustafson Gluek represents a proposed class of 73 million current and former AT&T customers whose sensitive personally identifiable information was accessed by unauthorized third parties.

***Mackey v. UnitedHealth Group Inc. et al.* (D. Minn.)**

Gustafson Gluek represents a proposed class of millions of individuals who had their Personally Identifiable Information ("PII") accessed by unauthorized parties. That information was stored and controlled by Change Healthcare, Inc., a subsidiary of UnitedHealth Group that specializes in payment management services in the healthcare industry. This case is in the early stages of litigation.

***Mekhail v. North Memorial Health Care* (D. Minn.)**

Gustafson Gluek serves as counsel representing a proposed class of individuals who had their personally identifiable information ("PII") tracked on North Memorial's website and shared with Meta/Facebook for impermissible marketing purposes in contravention to US Department of Health and Human Services guidelines.

***In re Netgain Technology, LLC Consumer Data Breach Litigation* (D. Minn.)**

Gustafson Gluek serves on the Interim Executive Committee in this matter, where over 800,000 individuals had their sensitive personal information such as billing

information, Social Security numbers, patient identifiers, and more were stolen by cyber criminals.

***Okash v. Essentia Health* (D. Minn.)**

Gustafson Gluek serves as counsel representing a proposed class of individuals who had their personally identifiable information ("PII") tracked on North Memorial's website and shared with Meta/Facebook for impermissible marketing purposes in contravention to US Department of Health and Human Services guidelines.

***Quaife v. Brady Martz & Associates PC* (D. ND)**

Gustafson Gluek has been appointed interim co-lead counsel in a case alleging that individuals had their personally identifiable information ("PII") accessed by unauthorized third parties. That information was controlled by Defendant Brady Martz & Associates, PC, which is a firm offering accounting, tax, and audit services. The information in question includes financial account numbers, debit/credit card numbers, security codes, passwords, and PINs.

***Salinas, et al. v. Block, Inc. et al.* (N.D. Cal.)**

Gustafson Gluek represents a proposed class of millions of consumers whose financial records and information were accessed by unauthorized third parties. This case has reached a proposed settlement valued at $15 million plus injunctive relief.

PRODUCT LIABILITY

Sometimes, consumers are injured by the products they purchase. Products liability is an area of law that seeks to hold manufacturers of products that have injured individuals responsible for the injuries their defective products caused.

These defective products range from medical devices to vehicles to diapers and many others. Gustafson Gluek PLLC represents consumers against

the manufacturers of these defective products and has been able to achieve sizable recoveries on behalf of injured individuals. Below are some representative product liability cases that Gustafson Gluek is currently litigating:

In re FCA US LLC Monostable Electronic Gearshift Litig. **(E.D. Mich.)**

Gustafson Gluek serves on the Plaintiffs' Steering Committee and represents individuals who owned or leased 2012-2014 Dodge Chargers, 2014-2015 Chrysler 300s, and 2014-2015 Jeep Grand Cherokees. Plaintiffs allege that these vehicles contain defective gearshifts, which allow vehicles to roll away out of the park position. Issue classes have been conditionally certified.

Krautkramer et al., v. Yamaha Motor Corporation, U.S.A. **(D. Minn.)**

Gustafson Gluek represents a proposed class of individuals who own or lease a range of Yamaha off-road vehicles. Plaintiffs allege that these vehicles are subject to overheating and engine failure due to a defect in the vehicle engines.

Mackie et al v. American Honda Motor Co., Inc. et al. **(D. Minn.)**

Gustafson Gluek represents a proposed class of consumers who purchased or leased 2019-2021 Honda CR-V and Civic vehicles, and 2018-2021 Accord vehicles equipped with "Earth Dreams" 1.5L direct injection engines. Plaintiffs allege that these vehicles contain an engine defect which causes fuel contamination of the engine oil resulting in oil dilution, decreased oil viscosity, premature wear and ultimate failure of the engines, engine bearings, and other internal engine components, and an increased cost of maintenance.

Reynolds, et al., v. FCA US, LLC **(E.D. Mich.)**

Gustafson Gluek represents a proposed class of individuals who owned or leased 2018-2020 Jeep Wrangler and 2020 Jeep Gladiator vehicles. Plaintiffs allege that these vehicles contain a defective front axle suspension system that causes the steering wheel to shake violently while operating at highway speeds.

***Rice v. Electrolux Home Prod., Inc.* (M.D. Pa.); *Gorczynski v. Electrolux Home Products, Inc.* (D.N.J.)**

Gustafson Gluek represents classes of individuals who own an Electrolux microwave with stainless-steel handles. Plaintiffs in these cases allege that these certain microwaves, which were sold to be placed over a cooktop surface, have stainless steel handles that can heat to unsafe temperatures when the cooktop below is in use.

***Woronko v. General Motors, LLC* (E.D. Mich.)**

Gustafson Gluek represents a proposed class of individuals who owned or leased 2015-2016 Chevrolet Colorado and GMC Canyon vehicles. Plaintiffs allege that these vehicles are equipped with a defective electrical connection that causes the vehicles to lose power steering while driving under a variety of conditions. This case is in the initial pleading stage.

Pro Bono & Community

Gustafson Gluek recognizes that those who provide legal services are in a unique position to assist others. The Firm and its members strongly believe in giving back to the community by providing legal services to those in need. The law can make an immense difference in an individual's life; however, effectively navigating the legal system is not an easy task. Providing pro bono legal services promotes access to justice, by giving counsel to those who otherwise would not have it.

In keeping with this commitment to providing representation to those who otherwise do not have access to representation, Dan Gustafson was one of four lawyers who helped develop and implement the Minnesota *Pro Se* Project for the Minnesota Chapter of the Federal Bar Association. Because the Federal Bar Association did not have funding for the project, Gustafson Gluek volunteered to administer the Project during its inaugural year, starting in May 2009, devoting extensive resources to matching pro se litigants with volunteer counsel. In 2010, Chief Judge Michael Davis of the District of Minnesota awarded Dan Gustafson a Distinguished Pro Bono Service Award for "rising to the Court's challenge of bringing the idea of the *Pro Se* Project to fruition and nurturing the Project into its current form." Gustafson Gluek has continued representing clients through the *Pro Se* Project since that time.

Gustafson Gluek Supports the Following Volunteer Organizations

- American Antitrust Institute
- The American Constitutional Society
- Association of Legal Administrators – MN Chapter
- Children's Law Center
- Cookie Cart
- COSAL
- Division of Indian Work
- Domestic Abuse Project
- Federal Bar Association
- Federal *Pro Se* Project
- Great North Innocence Project
- Hennepin County Bar Association
- Innocence Project of MN
- Infinity Project
- Lawyers Concerned for Lawyers
- Minnesota Hispanic Bar Association
- Minnesota Paralegal Association
- Minnesota State Bar Association
- Minnesota Women Lawyers
- MN Chapter of the Federal Bar Association
- Page Education Foundation
- Southern MN Regional Legal Services
- The Fund For Mid-Minnesota Legal Aid
- Volunteer Lawyers Network
- Twin Cities Diversity In Practice

OUR PROFESSIONALS

DANIEL C. HEDLUND

Daniel C. Hedlund is a member of Gustafson Gluek PLLC, having joined the Firm in 2006. Throughout his legal career, Mr. Hedlund has practiced in the areas of antitrust, securities fraud, and consumer protection, and, in 2021, Mr. Hedlund was named Co-Chair the Firm's antitrust litigation team.

Mr. Hedlund is admitted to practice in the United States District Court for the District of Minnesota, the Eighth Circuit Court of Appeals, and in Minnesota State Court. He is a member of the Federal, American, Minnesota, and Hennepin County Bar associations. Mr. Hedlund is active in the Minnesota Chapter of the Federal Bar Association (FBA), recently completing a term as President for the Minnesota chapter of the FBA. He has previously served in several roles for the Minnesota Chapter including: Co-Vice President for the Eighth Circuit, Co-Vice President Legal Education; Co-Vice President, Special Events; Co-Vice President, Monthly Meetings; Secretary; and Liaison between the FBA and the Minnesota State Bar Association. He has served as Chairman for the Antitrust Section of the Minnesota State Bar Association (MSBA), Secretary for the MSBA Consumer Litigation Section, and is past President of the Committee to Support Antitrust Laws. In addition, he has been appointed twice by the Court to serve on Panels for Magistrate Judge Selection in the District of Minnesota.

In addition to presenting at numerous CLEs, Mr. Hedlund has testified multiple times before the Minnesota legislature on competition law, and before the Federal Rules Committee.

From 2013-2023, he has been designated as a Minnesota "Super Lawyer," in the field of antitrust law. He was also ranked in the Top 100 Minnesota Lawyers by *Super Lawyers* in 2015 and 2017-2021. Mr. Hedlund has served as a volunteer attorney for the Minnesota Federal Bar Association's Federal *Pro Se* Project and

is the recipient of the Minnesota District Court's Distinguished *Pro Bono* Service Award in 2011.

Mr. Hedlund served as a law clerk on the Minnesota Court of Appeals (1997) and in the Fourth Judicial District of Minnesota (1995-1996).

Mr. Hedlund has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *In re Beef DPP Antitrust Litig.* (D. Minn.)
- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In re Interior Molded Doors Indirect Purchaser Antitrust Litig.* (E.D. Va.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *In re Deere & Company Repair Services Antitrust Litig.* (N.D. Ill.)
- *Bhatia v. 3M Co.* (D. Minn.)
- *In re Dealer Management Systems Antitrust Litig.* (N.D. Ill.)
- *Kleen Prods. v. Intl. Paper (Containerboard Antitrust Litig.)* (N.D. Ill.)
- *In re CenturyLink Sales Practices and Securities Litig.* (D. Minn.)
- *Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y.)
- *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.)
- *In re Vitamin C Antitrust Litig.* (E.D.N.Y.)
- *In re Blue Cross Blue Shield Antitrust Litig.* (N.D. Ala.)
- *In re DRAM Antitrust Litig.*

Additional Background Information

Education:

- Juris Doctor (1995)
  - University of Minnesota Law School
    - Note and Comment Editor:
      Minnesota Journal of Global Trade
- Bachelor of Arts (1989)
  - Carleton College

Court Admissions:

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

Recognition:

- Selected by *Super Lawyers* as a Minnesota "Super Lawyer" (2013 – 2023)
- Ranked in Top 100 Minnesota Lawyers by *Super Lawyers* (2015, 2017 – 2021)
- Minnesota District Court's Distinguished Pro Bono Service Award (2011)
- Recipient of the Federal Bar Association's John T. Stewart, Jr. Memorial Fund Writing Award (1994)

Publications:

- Co-Authored "Plaintiff Overview" in Private Antitrust Litigation 2015 – Getting the Deal Through
- Contributor to Concurrent Antitrust Criminal and Civil Procedure 2013 – American Bar Association

DANIEL J. NORDIN

Daniel J. Nordin joined Gustafson Gluek PLLC as an associate in 2011 after graduating from the University of Minnesota law school. Since joining the Firm, he has practiced in the areas of antitrust and consumer protection, representing primarily small businesses and individuals bringing claims against large corporations. Mr. Nordin became a member of Gustafson Gluek in 2019.

In addition to his day-to-day practice, Mr. Nordin has represented several individuals through the Minnesota Federal Bar's *Pro Se* Project, a program that matches pro se litigants with pro bono attorneys.

Mr. Nordin is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota. He is also a member of the Federal Bar Association and the Minnesota Bar Association.

In law school, Mr. Nordin was a Managing Editor on the *Minnesota Journal of Law, Science & Technology*. He also volunteered as a Tenant Advocate with HOME Line, a nonprofit tenant advocacy organization, through the University of Minnesota Law School's Public Interest Clinic.

Mr. Nordin has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *Google Digital Publisher Antitrust Litig.* (S.D.N.Y.)
- *In re Crop Inputs Antitrust Litig.* (E.D. Mo.)
- *Jones v. Varsity Brands, LLC* (W.D. Tenn.)
- *In re Hard Disk Drive Suspension Assemblies Antitrust Litig.* (N.D. Cal.)
- *In re Surescripts Antitrust Litigation* (N.D. Ill.)
- *In re FICO Antitrust Litig.* (N.D. Ala.)
- *In re Blue Cross Blue Shield Antitrust Litig.* (N.D. Ala.)

- *In re Dealer Management Systems Antitrust Litig.* (N.D. Ill.)
- *In re Packaged Seafood Products Antitrust Litig.* (S.D. Cal.)
- *In re Resistors Antitrust Litig.* (N.D. Cal.)
- *The Shane Group, Inc., et al., vs. Blue Cross Blue Shield of Michigan* (E.D. Mich.)
- *In re Parking Heaters Antitrust Litig.* (E.D.N.Y.)
- *In re Drywall Antitrust Litig.* (E.D. Pa.)

Additional Background Information

Education:

- Juris Doctor (2011)
  - University of Minnesota Law School
    - Magna cum laude
    - Managing Editor: Minnesota Journal of Law Science & Technology
- Bachelor of Arts (2007)
  - University of Minnesota
    - with distinction

Court Admissions:

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota
- U.S. District Court for the Easter District of Michigan

Recognition:

- Selected by *Super Lawyers* as a Minnesota "Rising Star" (2018 – 2022)
- MSBA North Star Lawyer (2020, 2023)

JOE NELSON

Joe Nelson joined Gustafson Gluek PLLC as an associate in November 2022 after clerking for the Honorable Kate Menendez at the United States District Court for the District of Minnesota and the Honorable James B. Florey at the Minnesota Court of Appeals.

Since joining the Firm, Mr. Nelson has been practicing in the areas of antitrust, product defect, consumer protection and civil rights. He has delved into constitutional issue for pro bono cases at Gustafson Gluek and has been investigating potential product defect cases.

Mr. Nelson graduated *cum lade* from Mitchell-Hamline School of Law in 2019. While in law school, he served as an editor on the Mitchell-Hamline Law Review and volunteered with the Self-Help Clinic, which helps individuals represent themselves in court. He also clerked for a Twin Cities plaintiff's employment law firm.

Mr. Nelson is committed to the protection of civil rights, consumer safety, and fair competition.

Additional Background Information

Education:

- Juris Doctor (2019)
  - Mitchell-Hamline School of Law
    - Editor: Minnesota Mitchell-Hamline Law Review

- Bachelor of Arts (2014)
  - Saint John's University

Court Admissions:

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

EXHIBIT 4

FIRM RESUME

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The Firm

WHO WE ARE.

Wexler Boley & Elgersma is nationally recognized as a leading firm in complex class action and multidistrict litigation, from investigation to trial and appeals, within the following legal areas:

// Antitrust

// Business and Commercial Litigation

// Consumer Protection

// Government Representation

// Healthcare Litigation

// Securities and Corporate Governance

// Whistleblower and False Claims

WE WORK FOR ALL.

At WBE, we rely on the justice system to hold the powerful accountable for conduct that harms others. We are dedicated to protecting the rights and interests of all and, in this pursuit, represent shareholders, consumers, pension plans, institutional investors, businesses, governments, and organizations from all over the world. We act with the utmost integrity in our determination to achieve the most meaningful relief for our clients.

WE GET RESULTS.

WBE is frequently retained by clients to pursue high-stakes litigation – often against some of the largest corporations represented by the most renowned law firms in the country. We regularly are asked by co-counsel to work with them and their clients on cases of wide-ranging importance. Through this work, we have helped shape the law and continue to pave the way for future successes for those aggrieved by fraud, antitrust violations, unfair competition, and other types of unlawful conduct.

OUR WORK IS RECOGNIZED.

WBE attorneys have been recognized by their peers as well as by legal organizations for their outstanding level of service and commitment to the firm's cases and clients. Partner Ken Wexler has an **AV Preeminent** rating from Martindale-Hubbell – the highest peer review rating. Partners Ken Wexler and Justin Boley are regularly named to the list of **Illinois Super Lawyers** for their high-degree of peer recognition and professional achievement, and other attorneys have been named Rising Stars in previous years.

WBE was named a highly recommended Illinois litigation firm in the 2012 inaugural edition of **Benchmark Plaintiff,** with Ken Wexler named as a local litigation star. Ken Wexler has received the same honors every year since.

"Despite a small roster of attorneys, (WBE) regularly goes toe-to-toe with some of the largest companies and corporations in the world."
Benchmark Plaintiff, 2012

"I admire very much the work that you have done in this case, and you have taught me something. I think I'm more knowledgeable and a better judge because I've had contact with you. And thank you very much."
Hon. G. Patrick Murphy, Clancy-Gernon Funeral Homes, Inc. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., No. 09-cv-1008 (S.D. Ill.)

"I wanted to express appreciation again to class counsel for taking this case. I believe these are the kind of cases Federal Courts should do and are appropriate for class resolution."
Hon. Patti B. Saris, In re Pharmaceutical Industry Average Wholesale Price Litig., MDL No. 1456, No. 01-cv-12257 (D. Mass.) (final settlement hearing, with defendant GlaxoSmithKline)

"[T]his multiplier is justified by the risk of non-recovery in this case and the need to reward counsel for their significant achievement on behalf of the End-Payor Class . . . End-Payor Plaintiffs' counsel are highly experienced in complex antitrust class action litigation . . . . they have obtained a significant settlement for the Class despite the complexity and difficulties of this case."
Hon. John R. Padova, Nichols v. SmithKline Beecham Corp., No. 00-cv-6222, 2005 U.S. Dist. LEXIS 7061, at *71-72, 79 (E.D. Pa.)

"…Class Counsel are skilled and effective class action litigators that have obtained a highly favorable settlement in an extremely complex case…"
Hon. Mitchell S. Goldberg, In re Suboxone Antitrust Litigation, No. 13-md-02445-MSG (E.D. Pa.)

Leadership Positions

WBE is frequently appointed as lead counsel and to plaintiff steering committees in complex, high-stakes litigation. Some of those appointments include:

CASE	COURT	APPOINTMENT
Hogan v. Amazon.com Inc., Case No. 21-cv-996	*W.D. Wash.*	*Interim Co-Lead Counsel*
In re Deere & Company Repair Services Antitrust Litigation, Case No. 22-cv-00188	*N.D. Ill.*	*Interim Co-Lead Counsel*
In re Copaxone Antitrust Litigation, No. 22-cv-01232	*D.N.J.*	*Interim Co-Lead Counsel*
Hogan, et al. v. Amazon.com, Inc., No. 21-cv-3169	*N.D. Ill.*	*Interim Co-Lead Counsel*
In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation, No. 21-cv-00007	*S.D. Ind.*	*Interim Co-Lead Counsel*
Ciofoletti, et al. v. Securian Financial Group, et al., No. 18-cv-3025	*D. Minn.*	*Interim Co-Lead Counsel*
In re Xyrem (Sodium Oxybate) Antitrust Litigation, No. 20-md-02966	*N.D. Cal.*	*Plaintiffs' Steering Committee*
In re DPP Beef Litigation, No. 20-cv-1319	*D. Minn.*	*Plaintiffs' Steering Committee*
Powell Prescription Center, et al. v. Surescripts, LLC, No. 19-cv-06627	*N.D. Ill.*	*Interim Co-Lead Counsel*
Precious Plate, Inc., et al. v. Olin Corporation, et al., No. 19-cv-00385	*W.D. NY*	*Interim Co-Lead Counsel*
In re Broiler Chicken Antitrust Litigation, No. 16-cv-8637	*N.D. Ill.*	*Liaison Class Counsel*

CASE	COURT	APPOINTMENT
United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund, et al. v. Allergan, PLC No. 15-cv-12731	*D. Mass.*	*Co-Lead Counsel*
In re Nexium (Esomeprazole) Antitrust Litigation., 12-MD-02409	*D. Mass.*	*Co-Lead Counsel*
In re Actos End-Payor Antitrust Litigation, Case No. 13-cv-09244	*S.D.N.Y.*	*Interim Co-Lead Counsel*
Underwood v. I.F.F.A. Servs., No. 09-390; Clancy-Gernon Funeral Homes, Inc. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., No. 09-1008; Pettett Funeral Home, Ltd. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., No. 10-1000	*S.D. Ill.*	*Lead Settlement Class Counsel*
Celebrex Antitrust Litigation, No: 14-cv-395	*E.D. Va.*	*Interim Co-Lead Counsel*
In re Suboxone Antitrust Litigation, MDL 2445	*E.D. Pa.*	*Interim Co-Lead Counsel*
In re Niaspan Antitrust Litigation, Case No. 13-MD-02460	*E.D. Pa.*	*Interim Co-Lead Counsel*
Levine v. American Psychological Association, Inc., Case No. 10-cv-1780	*D.D.C.*	*Co-Lead Counsel*
Roberts v. Electrolux Home Products Inc., Case No. 12-cv-1644	*C.D. Cal.*	*Co-Lead Counsel*
In re Skelaxin (Metaxalone) Antitrust Litigation, 12-md-2343	*E.D. Tenn.*	*Plaintiffs' Executive Committee*
In re Effexor XR Antitrust Litigation, Case No. 11-cv-05479	*D.N.J.*	*Plaintiffs' Executive Committee and Settlement Class Counsel*
In re Flonase Antitrust Litigation, Case No. 08-cv-3301	*E.D. Pa.*	*Plaintiffs' Executive Committee*
In re Prograf Antitrust Litigation, Case No. 11-cv-11870	*D. Mass.*	*Plaintiffs' Executive Committee*

CASE	COURT	APPOINTMENT
In re Lipitor Antitrust Litigation, No. 12-cv-2389	*D. N.J.*	*Settlement Class Co-Lead Counsel*
Gomez v. PNC Bank, National Association No. 12-cv-1274	*N.D. Ill.*	*Lead Class Counsel*
In re Wellbutrin XL Indirect Purchaser Antitrust Litigation, Case No. 08-cv-2433	*E.D. Pa.*	*Co-Lead Counsel*
Carter v. Allstate Ins. Co., Case No. 02-CH-16092	*Cir. Ct. Ill. – Cook County*	*Co-Lead Counsel*
In re Webloyalty.com, Inc. Marketing and Sales Practices Litigation, MDL No. 1820	*D. Mass.*	*Co-Lead Counsel*
Levie v. Sears Roebuck & Co. et al, No. 04-cv-7643	*N.D. Ill.*	*Liaison Class Counsel*
In re Medtronic, Inc. Implantable Defibrillators Products Liability Litigation, MDL No. 1726	*D. Minn.*	*Plaintiffs' Steering Committee*
In re Pet Foods Products Liability Litigation, MDL No. 1850	*D. N.J.*	*Co-Lead Counsel*
New England Carpenters Health Benefits Fund v. First Databank, Case No. 05-cv-11148	*D. Mass.*	*Co-Lead Counsel*
In re BP Products North America, MDL No. 1801	*N.D. Ill.*	*Co-Lead Counsel*
In re Hypodermic Products Antitrust Litigation, No. MDL No. 1730	*D. N.J.*	*Co-Lead Counsel*
In re Pharmaceutical Industry Average Wholesale Price Litigation, MDL No. 1456	*D. Mass.*	*Co-Lead Counsel*
Nichols v. SmithKline Beecham Corp., Case No. 00-cv-06222	*E.D. Pa.*	*Co-Lead Counsel*

CASE	COURT	APPOINTMENT
Virginia M. Damon Trust v. Mackinac Financial Corp., f/k/a North Country Financial Corp., Case No. 03-cv-0135	*W.D. Mich.*	*Co-Lead Counsel*
Stephen A. Ellerbrake and John E. Casey v. Campbell-Hausfeld et al., No. 01-L-540	*Cir. Ct. Ill. – St. Clair County*	*Co-Lead Counsel*

Successes

Since its founding, the firm has participated in cases achieving millions of dollars in settlements and savings for its clients and consumers. In cases in which the firm has served as Co-Lead Counsel, it has recovered over a billion dollars for its clients. Listed below are some of the firm's representative settlements and verdicts.

SIGNIFICANT RECOVERIES AND VERDICTS

CASE	COURT	RECOVERY
In re Lipitor Antitrust Litigation, MDL No. 2332	*D. N.J.*	*$35M settlement with one defendant*
In re Effexor XR Antitrust Litigation, Case No. 11-cv-05479	*D.N.J.*	*$25.5M settlement with one defendant*
In re Suboxone Antitrust Litigation, MDL 2445	*E.D. Pa.*	*$30M settlement*
In re Ranbaxy Generic Drug Application Antitrust Litigation, Case No. 19-md-02878	*D. Mass.*	*$340M settlement*
Cooper et al. v. The 3M Company et al., Case No. 17-cv-01062	*W.D. Mich.*	*$54M settlement*
In re Midwestern Pet Foods Marketing, Sales Practices, and Product Liability Litigation, Case No. 21-cv-00007	*S.D. Ind. - Evansville*	*$6.3M preliminary settlement*
Parry, et al. v. Farmers Insurance Exchange, et al., Case No. BC683856	*L.A.S.C.*	*$75M settlement*
Roberts v. Electrolux Home Products, Inc., Case No. 12-cv-01644	*C.D. Cal.*	*Settlement valued at more than $35.5M*
In re Hypodermic Products Antitrust Litigation, MDL No. 1730	*D. N.J.*	*$22M settlement*
New England Carpenters Health Benefits Fund v. First Databank, Case No. 05-cv-11148	*D. Mass.*	*$350M settlement with McKesson; $2.7M with FDB and Medispan*

CASE	COURT	RECOVERY
In re Pharmaceutical Industry Average Wholesale Price Litigation, MDL No. 1456	*D. Mass.*	*Multiple settlements totaling more than $350M*
In re Guidant Defibrillators Products Liability Litigation, MDL No. 1708	*D. Minn.*	*$195M settlement*
Underwood v. I.F.F.A. Servs., No. 09-390; Clancy-Gernon Funeral Homes, Inc. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., No. 09-1008; Pettett Funeral Home, Ltd. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., No. 10-1000	*S.D. Ill.*	*$41.15M settlement*
In re Flonase Antitrust Litigation, Case No. 08-cv-3301	*E.D. Pa.*	*$35M settlement*
In re OSB Antitrust Litigation, Case No. 06-cv-00826	*E.D. Pa.*	*$120M settlement*
In re Pet Food Products Liability Litigation, MDL No. 1850	*D.N.J.*	*$24M settlement*
In re Webloyalty.com, Inc. Marketing and Sales Practices Litigation, MDL No. 1820	*D. Mass.*	*Allowed customers to recover up to 100% of unauthorized charges*
In re BP Prods. North America, Inc. Antitrust Litigation, MDL No. 1801	*N.D. Ill.*	*$15.25M settlement*
In re Medtronic Inc. Implantable Defibrillator Products Liability Litigation, MDL No. 1726	*D. Minn.*	*$75M settlement*
Wiginton v. CB Richard Ellis, Inc., Case No. 02-cv-6832	*N.D. Ill.*	*A favorable settlement that made available monetary relief for eligible claimants, as well as a charitable contribution to the Commercial Real Estate Women Network*
In re Pressure Sensitive Labelstock Antitrust Litigation, MDL No. 1556	*E.D. Pa.*	*$46.5M settlement*

CASE	COURT	RECOVERY
In re Synthroid Marketing Litigation, MDL No. 1182	*N.D. Ill.*	*$87.4M settlement*
Vista Healthplan, Inc. v. Bristol-Myers Squibb Co., Case No. 01-cv-01295	*D.D.C.*	*$135M settlement*
Nichols v. Smithkline Beecham Corp. ("Paxil"), Case No. 00-cv-6222	*E.D. Pa.*	*$65M settlement*

Practice Areas

WBE is a nationally recognized leader in complex class action and multidistrict litigation, with a commitment to excellence and achieving meaningful relief for its clients. The firm's diverse litigation practice spans the areas of antitrust, business and commercial litigation, consumer fraud litigation, government representation, healthcare litigation, securities and corporate governance, and whistleblower and false claims litigation.

ANTITRUST

Unfortunately, individuals and businesses sometimes violate the rules of our market-based system, imposing artificially inflated prices on market participants. Conduct prohibited by state and federal antitrust laws can take the form of illegally-maintained monopolies, price fixing, the improper exchange of competitive information, patent abuses, and other forms of unfair competition.

WBE is a leader in private antitrust enforcement, litigating a wide variety of class action cases involving many prominent industries, including the pharmaceutical, entertainment, service rental, lumber, energy, and electronic products industries.

Representative cases in the firm's antitrust practice area include:

IN RE DEERE & COMPANY REPAIR SERVICES ANTITRUST LITIGATION, CASE NO. CASE NO. 22-CV-00188 **(N.D. ILL.)**

WBE and co-counsel brought this antitrust lawsuit against John Deere on behalf of plaintiffs who allege that the company maintains an illegal monopoly on the U.S. tractor repair industry. Plaintiffs allege Deere maintains control over the Repair Services Market through its increasingly consolidated network of authorized Dealerships. Dealerships are independently-owned businesses that work in close collaboration with Deere, which maintains significant and active oversight, support, and direction for the Dealerships' operations. The lawsuit alleges that John Deere is in violation of Sections 1 and 2 of the Sherman Act, and seeks to recover damages to the maximum extent allowed and permanently enjoin Deere from continuing to monopolize the tractor repair market.

POWELL PRESCRIPTION CENTER, ET AL. V. SURESCRIPTS, LLC, ET AL., **NO. 19-cv-06627 (N.D. ILL.)**

WBE, along with co-counsel, filed this class action suit alleging that Surescripts uses its monopolistic market share to conduct anticompetitive practices in the e-prescription markets, such as entering into loyalty agreements with certain customers that allow the company to charge higher transaction fees than would be possible in a competitive market, as well as issuing threats against customers to ensure no other market competitors emerged. The lawsuit also names RelayHealth and Allscripts—competitors that Plaintiffs allege entered into non-compete and exclusive dealing agreements with Surescripts in exchange for a portion of Surescripts' monopoly profits.

***PRECIOUS PLATE, INC., ET AL. V. OLIN CORPORATION, ET AL.*, NO. 19-CV-00385 (W.D. NY.)**

WBE and its co-counsel filed this class action suit alleging that the largest domestic suppliers of caustic soda engaged in a conspiracy to fix the price at which caustic soda was sold in the United States. After years of declining prices, plaintiffs allege that the defendants engaged in coordinated supply reductions and redirection of domestic caustic soda supply to export markets, which allowed them to raise the price of caustic soda by nearly 50% over three years. These price increases would not have been possible absent defendants' coordinated and anticompetitive conduct.

***IN RE BROILER CHICKEN ANTITRUST LITIGATION*, 16: CV -8637 (N.D. ILL.)**

WBE, along with co-counsel, filed this class action alleging that the nation's largest chicken producers (such as Tyson and Pilgrims) agreed with each other to limit the supply of broiler chickens, in order to raise the prices on chicken and chicken products. The Court appointed WBE as Liaison Counsel on behalf of a class of restaurants (and institutions, such as prisons and nursing homes) that purchased the defendants' chicken from a wholesaler. The plaintiffs are seeking to recover damages suffered when they overpaid on purchases of the defendants' chicken. The defendants filed motions to dismiss the case, but in November of 2017 the Court denied those motions almost entirely, issuing a 92-page opinion. On May 27,2023, the Court certified classes of direct purchasers, indirect purchasers, and end-user consumers.

***IN RE NEXIUM ANTITRUST LITIG.*, MDL NO. 2409 (D. MASS.)**

WBE, along with co-counsel, filed this antitrust class action, alleging that defendant AstraZeneca entered into non-competition agreements with a number of generic pharmaceutical manufacturers in order to delay marketing entry of generic versions of its blockbuster drug Nexium. Starting in October 2014, WBE participated in a six-week jury trial in the action; it was the first trial of a "reverse payment" antitrust action since the Supreme Court's *Actavis* decision. While the jury made several key findings in favor of the Plaintiffs, it ultimately returned a verdict in favor of defendants AstraZeneca and Ranbaxy.

***IN RE LIPITOR ANTITRUST LITIG.*, 12-CV-2389 (D. N.J.)**

WBE filed this class action against Pfizer Inc. and Ranbaxy Pharmaceuticals Inc., among others, seeking damages and equitable relief on behalf of end-payors of Lipitor and/or its generic bioequivalents for violations of antitrust and consumer protection laws. Plaintiffs allege that, among other things, defendants fraudulently procured a patent covering Lipitor and entered into an anticompetitive settlement with Ranbaxy in order to keep generic versions of the blockbuster drug off of the market.

***NICHOLS V. SMITHKLINE BEECHAM CORP. ("PAXIL")*, NO. 00-CV-6222 (E.D. PA.)**

WBE served as co-lead counsel in this case involving alleged efforts by GlaxoSmithKline, including "sham" patent litigation, to keep generic versions of Paxil off the market. This case is believed to be one of the first, if not the first, to allege misuse

of patents to delay generic competition in a pharmaceutical market brought under Section 2 of the Sherman Act (rather than Section 1). The case settled for $65 million.

***IN RE EFFEXOR XR ANTITRUST LITIG.*, No. 11-CV-05479 (D. N.J.)**

WBE was appointed to the Indirect Purchaser Class Executive Committee in this antitrust litigation against pharmaceutical manufacturer Wyeth, Inc. regarding its antidepressant Effexor XR. The complaint alleges that Wyeth fraudulently obtained a number of method-of-use patents for Effexor XR and engaged in sham litigation against sixteen potential generic competitors in an effort to protect the Effexor XR monopoly. Plaintiffs further allege that Wyeth entered into an anticompetitive settlement with the first generic ANDA filer, Teva Pharmaceutical Industries, Ltd., and its US subsidiary Teva Pharmaceuticals USA, Inc., which delayed the entry of generic Effexor XR competitors for more than two years.

For more information about the firm's Antitrust Litigation practice, please visit the firm's website, at **http://www.wbe-llp.com/practice-areas/antitrust-litigation/**.

BUSINESS AND COMMERCIAL LITIGATION

Confronting well-heeled and well-represented adversaries, WBE attorneys represent businesses throughout the country in complex disputes ranging from breach of contract claims to business torts, including fraud, unfair competition, and breaches of fiduciary duty. The firm has represented small businesses on a contingency basis when those businesses were faced with litigating against larger adversaries that engaged in unfair and unlawful conduct.

Although WBE attorneys are always prepared to offer zealous advocacy for the firm's clients in state or federal courts, they also have employed creative approaches to successfully handle difficult cases through alternative dispute resolution such as mediation or arbitration. The firm's willingness to extend its services in cases that other firms are unwilling or unable to handle is just another testament to its commitment to positive change.

For more information about the firm's Business and Commercial Litigation practice, including summaries of representative cases, please visit the firm's website, at **http://www.wbe-llp.com/practice-areas/business-commercial-litigation/**.

CONSUMER PROTECTION

WBE is a national leader in prosecuting consumer protection claims on behalf of both businesses and individuals in state and federal courts throughout the country. The firm has successfully prosecuted cases involving, but not limited to:

// unlawful environmental dumping

// improper Internet "lead generation" practices

// unfair billing practices of telecommunications companies

// mislabeling of dietary supplements

// the sale of defective drugs and household appliances

// unfair payment policies of health insurance companies

// false advertising by Internet service providers

// deceptive practices of social networking sites

// unlawful debt reduction scams

For more information about the firm's Consumer Protection practice, including summaries of representative cases, please visit the firm's website, at **http://www.wbe-llp.com/practice-areas/consumer-protection/**.

PRIVACY AND INFORMATION SECURITY

In a digital age, there are few assets more valuable to companies than data on current or potential customers. Because of this, many companies place more importance on obtaining personal information than concern for consumer privacy. WBE is actively protecting the privacy rights of individuals by taking action against companies who disregard privacy laws and mishandle consumer data. Our efforts include matters involving:

// Electronic collection and disclosure of personal information to third parties without proper consent, in violation of federal and state privacy laws, including the California Consumer Privacy Act of 2018 (CCPA)

// Violations of the Illinois Biometric Information Privacy Act (BIPA), which is intended to safeguard personal biometric identifiers such as fingerprints, voice prints, and face, hand, and retina features

// Data breaches that result in personal information being exposed to nefarious parties

// Unsolicited text messages, excessive robocalls, and junk faxes; and

// Disregard for numerous privacy laws, including the Electronic Communications Privacy Act (ECPA), Children's Online Privacy Protection Act (COPPA), the Gramm-Leach-Biley Act that require financial institutions to provide consumer privacy notices explaining their information sharing practices, and similar federal and state privacy laws.

GOVERNMENT REPRESENTATION

Our state, local, and federal governments are often victims of the same securities and healthcare frauds that are inflicted on businesses and individuals in the private sector. The government is an insurer through Medicare or Medicaid, and therefore overpays when brand name pharmaceutical manufacturers unlawfully suppress generic competition for their drugs. Similarly, government entities are investors with respect to their treasuries and pension plans. Thus, when false and misleading statements are issued by public companies, government entities are entitled to the same securities fraud damages that are available to private investors. Governments are also owed fiduciary duties in certain circumstances, and are often parties to multi-million-dollar contracts, the breach of which can result in significant damages.

WBE helps government entities recover the funds taken from them through the unlawful conduct of others. Ultimately, those funds belong to taxpayers, who are the intended beneficiaries of government services. WBE believes that government officials have not only the right, but also the obligation, to try to recover these assets for their constituents.

For more information about the firm's Government Representation practice, including summaries of representative cases, please visit the firm's website, at **http://www.wbe-llp.com/practice-areas/government-representation/**.

HEALTHCARE LITIGATION

In the wake of ever-rising healthcare costs, WBE is at the forefront of legal action being taken nationwide to challenge wide-ranging fraudulent and unfair conduct in the healthcare industry. Our firm has prosecuted claims for:

// reporting of fraudulent pharmaceutical prices

// failures to recall defective health devices

// an industry-wide conspiracy to increase the prices of over 400 brand name drugs

// the filing of baseless lawsuits and administrative actions to delay generic drug entry

// challenging pharmaceutical manufacturers' marketing of prescription opioids

// a pharmacy's illegal substitution of more expensive versions of generic drugs

Bringing claims under RICO, the antitrust laws, state consumer protection statutes, and more, WBE has successfully prosecuted cases against some of the largest companies in the healthcare industry, including McKesson Corp., Becton Dickinson, AstraZeneca, GlaxoSmithKline, Abbott Laboratories, Bristol-Myers Squibb, Johnson & Johnson, and Bayer Corporation.

WBE's case against McKesson Corp. for manipulating the reimbursement benchmark for drug purchases resulted in one of the largest RICO settlements ever.

For more information about the firm's Healthcare Litigation practice, including summaries of representative cases, please visit the firm's website, at **http://www.wbe-llp.com/practice-areas/healthcare-litigation/**.

SECURITIES AND CORPORATE GOVERNANCE

Over the last few years, we have learned all too well that lack of regulation and oversight can lead to corrupt corporate leadership, lack of transparency regarding the risks of significant investments, and the repeated securitization of the same bad investments.

WBE has committed its resources to helping pension plans, governments, and others recover assets lost as a result of the weakness of mortgage-backed securities, auction rate securities, credit swaps, derivative swaps, and overextended securities lending programs. Through its membership in the National Association of State Treasurers, and its increased involvement in institutional finance and investment conferences, WBE has catapulted itself to the forefront of this area of litigation, seeking redress and the recovery of assets lost through gross negligence and breaches of fiduciary duties by those in whom institutional investors placed their trust and confidence.

Securities litigation can often result in changes to corporate governance and policies designed to prevent future misconduct. We believe the importance of this work cannot be overstated. The firm seeks to ensure that corporate officers and directors fulfill their responsibilities and provide full disclosure and transparency to those buying and selling

securities, helping to ensure that our capital markets truly reflect the accurate information that should underlie every commercial transaction.

For more information about the firm's Securities and Corporate Governance practice, including summaries of representative cases, please visit the firm's website, at **http://www.wbe-llp.com/practice-areas/securities-corp-governance/.**

WHISTLEBLOWER AND FALSE CLAIMS LITIGATION

Under the Federal False Claims Act and state law counterparts, private citizens or "whistleblowers" may sue on behalf of the government for fraud committed against it. This type of fraud costs taxpayers billions of dollars each year. If a case is successful, the government may be able to recover treble damages and civil penalties for each violation and the private citizen or "relator" can receive his or her attorneys' fees and costs, as well as a portion of the funds awarded by the court.

WBE is committed to seeing companies and individuals held responsible for fraud against the government and to representing private citizens willing to come forward and expose fraud.

For more information about the firm's Whistleblower and False Claims Litigation practice, including summaries of representative cases, please visit the firm's website, at **http://www.wbe-llp.com/practice-areas/whistleblower-false-claims-litigation/.**

Our Professionals

Our legal team consists of professionals with a broad range of experiences and diverse backgrounds. Many of our lawyers serve as leaders in charitable institutions, teach at universities, and are members of national, state, and local bar associations. All of our professionals have earned the respect and admiration of our clients, judges, and co-counsel by the strength of their experience, diverse backgrounds, and overall commitment to excellence.

OUR PARTNERS

The partners of WBE have been regularly selected as "Super Lawyers" and "Rising Stars" in Illinois. Named partner Kenneth A. Wexler is rated AV® Preeminent™ by Martindale-Hubbell, the highest rating in legal ability and ethics a lawyer can obtain. In addition, he has been named Illinois Local Litigation Stars by Benchmark Plaintiff every year since 2012.

OUR ASSOCIATES

Our associates hail from some of the top schools in the nation and have been recognized for outstanding academic achievement. As law students, WBE associates served on the editorial boards of law reviews and journals, received academic honors, acted as student leaders, and participated in a variety of clinical programs to receive real-world legal experience before entering practice. Our associates have garnered numerous top-of-class honors.

KENNETH A. WEXLER

MANAGER AND FOUNDING PARTNER

Kenneth A. Wexler, the founder of the firm, is a 1980 graduate of the Georgetown University Law Center. He received a Bachelor of Arts degree in 1977, *summa cum laude*, from Washington University in St. Louis, Missouri.

For over 40 years, Ken has devoted himself to helping those whose rights have been denied, or who have been victims of the unscrupulous or fraudulent actions of others, typically more powerful persons or entities. Founder of WBE, Ken was also a founding partner of the firms formerly known as Miller Faucher Cafferty & Wexler LLP and Wexler Wallace LLP, respectively. He began his career and was a partner in the Chicago law firm now known as Much Shelist, PC.

Ken has been in leadership positions in cases with far-ranging subject matters, including brand name manufacturer suppression of competition from generic drugs, fraudulent and deceptive product overcharges, discrimination and harassment, corporate waste and mismanagement, cost recovery for defective medical devices, false advertising, and government fraud. Ken's practice is devoted to complex class action and commercial litigation, which includes a substantial amount of health care litigation, claims brought under federal and state false claims statutes, and cases alleging violations of the securities and antitrust laws. At present, Ken is particularly focused on protecting issuers of municipal bonds, recovering losses for pension funds and other investors that were victimized by unlawful and improvident securities lending practices, and cost-recovery for victims of health care fraud, including Taft-Hartley Funds, self-insured employers, and government entities.

Ken is a member of the Chicago Bar Association, Illinois State Bar Association, Federal Bar Association, American Bar Association, Chicago Council of Lawyers, American Association for Justice, and the Illinois Trial Lawyers Association. He is admitted to the bar in Illinois and is licensed to practice before the Illinois Supreme Court, United States District Court for the Northern and Southern Districts of Illinois, the United States Court of Appeals for the First, Second, Third, Sixth, and Seventh Circuits, and the United States Court of Appeals for the District

of Columbia. With so many of the firm's cases pending in jurisdictions across the country, Ken has also been admitted to practice *pro hac vice* in United States District Courts of California, Connecticut, the District of Columbia, Florida, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, Ohio, Pennsylvania, South Dakota, Tennessee, Virginia, and Wisconsin.

Along with bar activities, Ken is a fellow of The Roscoe Pound Institute and is a former member of the American Constitution Society for Law and Policy, the Center for International Legal Studies, the National Association of State Treasurers, and the Executive Committee of the Civil Rights for the Anti-Defamation League. Ken also volunteers with the Chicago coalition for the Homeless and is a lifetime member of the 100 Club of Chicago, which provides support for the families of first responders who died in the line of duty.

JUSTIN N. BOLEY

PARTNER

Justin N. Boley's principal area of practice is complex class action litigation in antitrust matters. Since joining the firm, he has been heavily involved with virtually all of the firm's pharmaceutical antitrust cases, including, among others: *In re Nexium (Esomeprazole) Antitrust Litigation, In re Wellbutrin XL Antitrust Litigation; In re Prograf Antitrust Litigation, In re Lipitor Antitrust Litigation, In re Effexor Antitrust Litigation, In re Androgel Antitrust Litigation,* and *In re Skelaxin (Metaxalone) Antitrust Litigation.* He has also worked on antitrust cases involving price-fixing in international commodities markets and manipulation of benchmark interest rates, and he has taken the lead on investigations into the cartelization of the credit derivatives market and price-fixing among online travel sites and hotels.

Justin came to the firm after attending school abroad and obtaining a Master's Degree in International Relations. During law school, Justin's focus on corporate law, finance, and complex litigation earned him numerous top-of-the-class academic honors; he was awarded CALI Awards in Antitrust, Contracts, Legal Analysis, Research, and Writing III, Commercial Arbitration, Natural Resource Law, and Legal Profession (Ethics). Justin was a member of the Public Interest Law Committee at DePaul College of Law for three years. He also worked as a member of the New Media Team in President Obama's Presidential campaign headquarters in Chicago, where he helped facilitate the online organizing efforts of grassroots groups nationwide.

Justin is admitted to the bar of the State of Illinois, Western District of Wisconsin, Eastern District of Missouri, United States Court of Appeals for the First, Second, Third, Fourth, and Seventh Circuits, and the United States District Court for the Northern, Western, and Central Districts of Illinois. Justin is also a member of numerous legal organizations, including the American Bar Association, the Chicago Bar Association, The American Association for Justice, The Illinois State Bar Association, and the Illinois Trial Lawyers Association.

KARA A. ELGERSMA

PARTNER

Kara A. Elgersma is a 2000 graduate of Georgetown University Law Center, with Bachelor of Arts Degrees in English and History obtained from the University of Kansas in 1997.

Kara came to WBE from K&L Gates LLP, where she was a partner. At K&L Gates, Kara was a member of the Antitrust and Trade Regulation Department, focusing on antitrust litigation, franchising and dealership disputes, class actions and other complex commercial litigation, as well as advising clients on a variety of regulatory matters, including antitrust, FCC, and energy regulatory policies.

Kara's experience includes all aspects of complex commercial litigation. In addition, she is well-versed in arbitration, including pre-hearing case development and management, as well as the conduct of full hearings.

For six months in 2004, Kara was "on loan" to Kraft Foods Global, Inc., Northfield, Illinois, where she directly assisted the Chief Litigation Counsel for the company and handled a wide variety of litigation matters, including small and large product liability claims, general commercial litigation, civil investigative demands, business subpoenas, labor and employment litigation, and bankruptcy matters.

She is admitted to the bars of the Supreme Court of Illinois and Wisconsin, the District of Columbia Court of Appeals, the United States District Courts for the Northern District of Illinois, the District of Columbia, the District of Colorado and the Western District of Wisconsin, the United States Courts of Appeals for the Third, Fourth, Sixth, Seventh, Eighth, Ninth, and Tenth Circuits, and the Supreme Court of the United States.

Kara is a member of the American Bar Association, the Illinois State Bar Association, and the District of Columbia Bar Association. She was a Board Member of the Competition Law360 Advisory Board for 2009 to 2010, and she was involved as a Board Member for Girls On The Run of Northern Virginia, as well as a volunteer with Chicago Volunteer Legal Services.

BETHANY R. TURKE

PARTNER

Bethany R. Turke joined WBE after practicing in the New York and Chicago offices of Latham & Watkins LLP. Bethany's practice at Latham involved a wide range of civil and criminal litigation matters, including securities litigation, contract disputes, government investigations, and employment matters. She was also very active in Latham's *pro bono* practice, working tirelessly on behalf of clients facing various immigration, employment, and housing discrimination issues. Before joining Latham & Watkins, Bethany served as a law clerk to the Honorable Cheryl L. Pollak of the United States District Court for the Eastern District of New York. She received her J.D. from Harvard Law School in 2006.

Bethany is actively involved on cases in a number of WBE's practice specialties, including the firm's antitrust, healthcare, and consumer protection practice areas.

MELINDA J. MORALES

PARTNER

Throughout her career, Melinda ("Mindy") Morales has represented clients across a broad range of complex litigation on both sides of the courtroom. Mindy has over twenty years of experience in state and federal court advocating for both plaintiffs and defendants at the trial and appellate levels. This gives Mindy a unique perspective that allows her to anticipate her opposing counsel's methods and provides insight into their approach.

Mindy's early career was devoted to working exclusively on class action litigation in the areas of consumer fraud, antitrust, and securities. Over the years she has gained extensive experience handling disputes involving consumer protection laws, employment laws, insurance coverage issues, and commercial contract and partnership issues. In the class action arena, her accomplishments include acting as a core member of the trial and appellate team that obtained a $1 billion verdict on behalf of plaintiffs in a landmark consumer fraud case, co-authoring

multiple winning appellate briefs, and arguing on behalf of plaintiffs to address the extraterritorial reach of the Illinois Consumer Fraud Act.

Mindy's desire to get back to helping regular people and businesses whose rights have been trampled, led her to WBE, where she serves as a Partner.

TYLER J. STORY

PARTNER

Beginning in law school, Tyler J. Story has focused his attention towards antitrust litigation. While a student at Pennsylvania State University, he held two antitrust research assistant positions: one in which he explored issues of indirect purchaser standing in state antitrust suits, the other in which he focused specifically on the application of antitrust law and economics in the pharmaceutical industry

Since joining WBE, Tyler has been actively involved in various aspects of litigation concerning brand name manufacturer suppression of competition from generic drugs.

ZORAN (ZOKI) TASIĆ

ASSOCIATE

Zoki joined WBE in February 2021 to work on complex class-action litigation in the areas of antitrust, consumer protection, and healthcare. His work at the firm builds on his previous experiences as a plaintiff-side class-action attorney and as a trial attorney for the Antitrust Division of the U.S. Department of Justice. Before joining the firm, Zoki worked in private practice as a plaintiff-side class-action attorney. During that time, he developed cases from scratch, oversaw all aspects of discovery, wrote class-certification briefs in multiple cases, and played an instrumental role in the drafting of the first consumer class-action complaint in what became the *In re Zantac (Ranitidine) Products Liability Litigation* MDL. Zoki also had leading roles in a billion-dollar RICO case involving pharmaceutical pricing and a

novel antitrust case concerning bid rigging in the market for search-engine advertising.

MARGARET SHADID

ASSOCIATE

Margaret joined WBE in September 2022 to work on complex class-action litigation, and has long been interested in protecting the rights of individuals and communities. While in law school, Margaret was active in her school's Pro Bono Clinic, where she argued on behalf of juveniles who received sentences of life imprisonment. She was also an Associate Barrister of the Trial Advocacy and Dispute Resolution Program and won various awards for her work in trial competitions. Her article advocating to allow individuals with felony convictions to sit on juries was published in the Lake County Bar Association Magazine, "The Docket," in July 2020.

After graduating law school, Margaret practiced federal criminal defense in the Northern District of Illinois. From September 2021-2022, she served as a law clerk to United States District Court Judge Thomas M. Durkin in the Northern District of Illinois, where she was exposed to a variety of complex litigation matters, including antitrust and False Claims Act cases.

GWYNETH LIETZ

ASSOCIATE

Gwyneth is an associate at WBE, where she focuses on complex class-action litigation in the areas of antitrust, data privacy, and consumer protection. She joined the firm following her graduation from law school in May 2024.

During her time at DePaul University College of Law, Gwyneth earned a Certificate in Intellectual Property Law, reflecting her strong interest in this area of law. Gwyneth was actively involved in several organizations related to intellectual property. She participated in the DePaul Technology/Intellectual Property Clinic (TIP® Field Clinic) and was a member of the Intellectual Property Law Society and the Entertainment & Sports Law Society.

In addition to her focus on intellectual property, Gwyneth demonstrated a strong commitment to supporting and empowering first-generation law students. She served as the Social Media Chair for DePaul's First Generation Law Student Organization, where she used her platform to promote resources, events, and opportunities for students facing the unique challenges of law school as first-generation professionals.

ANDREW J. GRANT

ASSOCIATE

Andy joined WBE in September 2024 to work on complex class-action litigation in antitrust, health care, and consumer protection. Andy recently graduated cum laude from Boston University School of Law. He chose BU Law for its robust health law curriculum, on account of his post-college experiences working with low-income individuals who had slipped between the cracks of the health care system.

While in law school, Andy interned with the Mergers I Division of the Bureau of Competition at the Federal Trade Commission; the Legal Policy Group in the Office of the General Counsel at the U.S. Securities and Exchange Commission; and Chief Judge Raúl M. Arias-Marxuach of the U.S. District Court for the District of Puerto Rico. Andy's internship with the FTC's Mergers I Division, which had recently successfully challenged prominent pharmaceutical and health care transactions such as Illumina's acquisition of GRAIL and IQVIA's acquisition of Propel Media, confirmed his budding interest in becoming an antitrust attorney.

Andy is proud to contribute to innovative litigation deterring business practices that limit access to health care products and services. Honest business practices and competitive health care markets are integral to patients' ability to get quality health care at an affordable price.

EXHIBIT 5

THE FIRM

Berman Tabacco is a national law firm with 34 attorneys located in offices in Boston and San Francisco. Since its founding in 1982, the firm has devoted its practice to complex litigation, primarily representing plaintiffs seeking redress under U.S. federal and state securities, antitrust and consumer laws.

Berman Tabacco is rated AV Preeminent® by *Martindale-Hubbell*®. *Benchmark Litigation* ranked the firm as a *Top Plaintiffs' Firm* for its work on behalf of individuals and institutions who have suffered financial harm due to violations of securities or antitrust laws for the 9th consecutive year (2017-2025). *Benchmark Litigation* also ranked the firm as *Highly Recommended* in 2025—the 14th consecutive time the firm has received that distinction.[1] *Benchmark* quoted a client stating that the "*team at Berman Tabacco are expert litigators*" and further quoted a peer referring Berman Tabacco as "*one of the premier plaintiff shops*." *Chambers USA* recognized Berman Tabacco as a leading securities litigation firm in its *Securities Litigation–Mainly Plaintiff* category in its California (2021-2024), Massachusetts (2024), and USA Nationwide editions (2017, 2018, 2021-2024). *Chambers* quoted a number of clients, including clients stating, "*I have the highest regard for the attorneys at Berman Tabacco, the team is a pleasure to work with. I continue to be impressed with the team's breadth of experience and knowledge. They work seamlessly together*," and its attorneys are "*some of the sharpest and most competent attorneys I've ever had the pleasure to work with*" who "*can handle virtually any commercial litigation or securities matter*." *The Legal 500* also ranked the firm as *recommended* in securities litigation (2017-2024) and antitrust litigation (2019-2024). In 2024, *The Legal 500* quoted a client describing the firm as "*an experienced, highly professional firm that is able to put the most qualified practitioners on the field in any matter for which they are hired. Individually and as a group they hold their own against much larger firms and consistently deliver outstanding results*." In 2020, *The Legal 500* reported client praise for Berman Tabacco including that the firm has "*[a]n excellent team from top to bottom. It provides superb responsiveness and is able to dig in hard at a moment's notice*." *The Legal 500* further reported a client's comment that the team is "*always prepared and [has] deep knowledge of the issue. It is a pleasure to observe a team that so well coordinated*." In 2019 *The Legal 500* noted that the firm is known for its "*soup-to-nuts excellence, from legal analysis through to trial preparation and trial*," and that clients had noted that the firm makes a "*very comprehensive effort, with no stone left unturned*." Additionally, *The Legal 500* gave Berman Tabacco a *5-Star Client Satisfaction Score* in 2024 (the highest score awarded), based on client feedback, one of only a few firms who received this 5-star ranking. Berman Tabacco was also recognized in securities litigation, antitrust litigation, and mass tort/class action litigation by *Best Lawyers* in its 15th Edition of the *Best Law Firms* rankings (2025) and was previously recognized in antitrust (2019-2024) and securities (2020-2024) litigation. Berman Tabacco's lawyers are frequently singled out for favorable comments by our clients, presiding judges and opposing counsel.

SECURITIES LITIGATION PRACTICE

Berman Tabacco has over 40 years of experience in securities litigation and has represented public pension funds and other institutional investors in this area since 1998. Berman Tabacco's attorneys have prosecuted hundreds of class actions, recovering over $15 billion on behalf of the firm's clients and the classes they represented. As reported by Cornerstone Research, the firm has successfully prosecuted

[1] *See* https://www.benchmarklitigation.com/Firm/Berman-Tabacco-California/Profile/109234#review.

some of the most significant shareholder class action lawsuits.[2] Indeed, the firm appears as among the firms with the most settlements on the list of the top 100 largest securities class actions in SCAS' published report, *Top 100 U.S. Class Action Settlements of All Time (as of 12/31/2023)*.[3] According to ISS Securities Class Action Services "Top 50 for 2015" report, Berman Tabacco was one of only six firms that recovered more than half-a-billion dollars for investors in 2015.[4] SCAS similarly ranked the firm among the few that obtained over half-a-billion in settlements in 2004 and 2009, and ranked the firm 3rd in terms of settlement averages for class actions in 2009, 2010 and 4th in 2004 (SCAS ceased rankings according to settlement sizes in 2012). In addition to financial recoveries, the firm has achieved significant changes in corporate governance and business practices of defendant companies.

Specifically, the firm has been appointed lead or co-lead counsel in more than 100 actions, recovering billions of dollars on behalf of defrauded investors and the classes they represent under the Private Securities Litigation Reform Act of 1995 ("PSLRA"). The firm has an extremely rigorous case-evaluation process and highly experienced litigation attorneys. Its dismissal rate for cases brought under the PSLRA is less than 20%, which is less than half the overall dismissal rate for such cases reported by one authoritative study.[5]

Berman Tabacco serves as monitoring, evaluation and/or litigation counsel to nearly 100 institutional investors, including statewide plans in more than 16 states, 17 public funds with more than $50 billion in assets, six of the 10 largest public funds in the country and 10 of the largest 20.[6] For many institutional investors, the firm's services include electronically monitoring the client's portfolio for losses due to securities fraud in U.S. securities cases.

The firm provides portfolio monitoring, case evaluation and litigation services to its institutional clients, including the litigation of class and individual claims pursuant to U.S. federal and state securities laws, as well as derivative cases pursuant to state law. The firm also offers institutional investors legal services in other areas, including (a) representing institutional investors in general commercial litigation;

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[2] Cornerstone Research, *Securities Class Action Filings*: *2011 Year in Review* (2012), p. 23, *available at* http://securities.stanford.edu/research-reports/1996-2011/Cornerstone-Research-Securities-Class-Action-Filings-2011-YIR.pdf.

[3] *Top 100 U.S. Class Action Settlements of All Time as of December 31, 2023*, pp. 18, 23-24 (ISS SCAS 2024), http://www.bermantabacco.com/wp-content/uploads/2024/02/SCAS-Top-100-US-Settlements-of-All-Time-as-of-2023-12-31.pdf.

[4] ISS's report "lists the top 50 plaintiffs' law firms ranked by the total dollar value of the final class action settlements occurring in 2015 in which the law firm served as lead or co-lead counsel." ISS Securities Class Action Services, *Top 50 for 2015*, at p. 4 (May 2016), https://www.bermantabacco.com/wp-content/uploads/2018/05/scastop502015.pdf.

[5] Firm data reflects dismissal rates through present. Overall dismissal rates come from *Securities Class Action Filings: 2024 Year in Review*, p. 16 (Cornerstone Research 2025), https://www.cornerstone.com/wp-content/uploads/2025/01/Securities-Class-Action-Filings-2024-Year-in-Review.pdf.

[6] Based on a February 2025 query of the Standard & Poor's *Money Market Directories*, whereby public pension funds were ranked according to defined benefit assets under management. Actual valuation dates vary.

(b) representing institutional investors in their capacity as defendants in constructive fraudulent transfer cases; (c) negotiating resolution of disputes with money managers and custodians; and (d) pursuing shareholder rights, such as books and records demands and merger and acquisition cases.

SECURITIES LITIGATION RESULTS

Examples of the firm's settlements include:

Carlson v. Xerox Corp., No. 00-cv-1621 (D. Conn.). Representing the Louisiana State Employees' Retirement System as co-lead counsel, Berman Tabacco negotiated a $750 million settlement to resolve claims of securities fraud against Xerox, certain top officers and its auditor KPMG LLP. When it received final court approval in January 2009, the recovery was the 10th largest securities class action settlement of all time. The judge praised plaintiffs' counsel for obtaining "a very large settlement" despite vigorous opposition in a case complicated by an alleged fraud that "involved multiple accounting standards that touched on numerous aspects of a multinational corporation's business, implicated operating units around the world, and spanned five annual reporting periods. … [and] the rudiments of the accounting principles at issue in the case were complex, as were numerous other aspects of the case. … The class received high-quality legal representation and obtained a very large settlement in the face of vigorous opposition by highly experienced and skilled defense counsel."

In re IndyMac Mortgage-Backed Litigation, No. 09-cv-4583 (S.D.N.Y.). Representing the Wyoming State Treasurer's Office and the Wyoming Retirement System as lead plaintiffs, Berman Tabacco achieved settlements totaling $346 million in a case regarding the securitization and sale of mortgage-backed securities ("MBS") by IndyMac Bank and related entities. In February 2015, the court approved a $340 million settlement with six underwriters of IndyMac MBS offerings, adding to a previous $6 million partial settlement and making the total recovery one of the largest MBS class action settlements to date. This settlement is extraordinary, not only because of its size but also because $340 million of the settlement amount was paid entirely by underwriters who had due diligence defenses. In most other MBS cases, by contrast, plaintiffs were able to recover the settlement fund monies from the issuing entities, who are held to a strict liability standard for which there is no due diligence defense. (The issuer in this action, IndyMac Bank, is no longer in existence.)

In re Bristol-Myers Squibb Securities Litigation, No. 02-cv-2251 (S.D.N.Y.). Berman Tabacco represented the Fresno County Employees' Retirement Association and Louisiana State Employees' Retirement System as co-lead plaintiffs and negotiated a settlement of $300 million in July 2004. At that time, the settlement was the largest by a drug company in a U.S. securities fraud case.

In re The Bear Stearns Cos. Inc. Securities, Derivative and ERISA Litigation, Master File No. 08-MDL No. 1963/08 Civ. 2793 (S.D.N.Y). Berman Tabacco acted as co-lead counsel for court-appointed lead plaintiff the State of Michigan Retirement Systems in this case arising from investment losses suffered in the Bear Stearns Companies' 2008 collapse. The firm negotiated $294.9 million in settlements, comprised of $275 million from Bear Stearns and $19.9 million from auditor Deloitte & Touche LLP. The settlement received final approval November 9, 2012. At the time, the settlement for $294.9 million represented one of the 40 largest securities class action settlements under the PSLRA. This is particularly significant in light of the fact that no government entity had pursued actions or claims against Bear Stearns or its former officers and directors related to the same conduct complained of in the firm's action.

In re El Paso Securities Litigation, No. H-02-2717 (S.D. Tex.). Representing the Oklahoma Firefighters Pension and Retirement System as co-lead plaintiff, Berman Tabacco helped negotiate a settlement totaling $285 million, including $12 million from auditors PricewaterhouseCoopers. The court granted final approval of the settlement in March 2007.

California Public Employees' Retirement System v. Moody's Corp., No. CGC-09-490241 (Cal. Super. Ct. San Francisco Cty.). As sole counsel representing the California Public Employees' Retirement System (CalPERS), the firm obtained a combined $255 million settlement with the credit rating agencies Moody's and Standard & Poor's to settle CalPERS' claim that "Aaa" ratings on three structured investment vehicles were negligent misrepresentations under California law. In addition to achieving a substantial recovery for investment losses, this case was groundbreaking in that (a) the settlements rank as the largest known recoveries from Moody's and S&P in a private lawsuit for civil damages, and (b) it resulted in a published appellate court opinion finding that rating agencies can, in certain circumstances, be liable for negligent misrepresentations under California law for their ratings of privately-placed securities.

In re Centennial Technologies Securities Litigation, No. 97-cv-10304 (D. Mass.). Berman Tabacco served as sole lead counsel in a class action involving a massive accounting scandal that shot down the company's high-flying stock. Berman Tabacco negotiated a settlement that permitted a turnaround of the company and provided a substantial recovery for class members. The firm negotiated changes in corporate practice, including strengthening internal financial controls and obtaining 37% of the company's stock for the class. The firm also recovered $20 million from Coopers & Lybrand, Centennial's auditor at the time. In addition, the firm recovered $2.1 million from defendants Jay Alix & Associates and Lawrence J. Ramaekers for a total recovery of more than $35 million for the class. The firm subsequently obtained a $207 million judgment against former Centennial CEO Emanuel Pinez.

In re Digital Lightwave Securities Litigation, No. 98-152-cv-T-24C (M.D. Fla.). As co-lead counsel, Berman Tabacco negotiated a settlement that included changing company management and strengthening the company's internal financial controls. The class received 1.8 million shares of freely tradable common stock that traded at just below $4 per share when the court approved the settlement. At the time the shares were distributed to the members of the class, the stock traded at approximately $100 per share and class members received more than 200% of their losses after the payment of attorneys' fees and expenses. The total value of the settlement, at the time of distribution, was almost $200 million.

In re Lernout & Hauspie Securities Litigation, No. 00-11589 (D. Mass.), and *Quaak v. Dexia, S.A.*, No. 03-11566 (D. Mass.). In December 2004, as co-lead counsel, Berman Tabacco negotiated what was then the third-largest settlement ever paid by accounting firms in a securities class action – a $115 million agreement with the U.S. and Belgian affiliates of KPMG International. The case stemmed from KPMG's work for Lernout & Hauspie Speech Products, a software company driven into bankruptcy by a massive fraud. In March 2005, the firm reached an additional settlement worth $5.27 million with certain of Lernout & Hauspie's former top officers and directors. In the related *Quaak* case, the firm negotiated a $60 million settlement with Dexia Bank Belgium to settle claims stemming from the bank's alleged role in the fraudulent scheme at Lernout & Hauspie. The court granted final approval of the Dexia settlement in June 2007, bringing the total settlement value to more than $180 million.

In re BP PLC Securities Litigation, No. 10-md-2185 (S.D. Tex.). The firm was co-lead counsel representing co-lead plaintiff Ohio Public Employees Retirement System. Lead plaintiffs reached a $175 million

settlement to resolve claims brought on behalf of a class of investors who purchased BP's American Depositary Shares ("ADS") between April 26, 2010 and May 28, 2010. The action alleged that BP and two of its former officers made false and misleading statements regarding the severity of the Gulf of Mexico oil spill. More specifically, plaintiffs alleged that BP misrepresented that its best estimate of the oil spill flow rate was from 1,000 to 5,000 barrels of oil per day, when internal BP estimates showed substantially higher potential flow rates. On February 13, 2017, the court granted final approval of the settlement, ending more than six years of hard-fought litigation that included extensive fact and expert discovery, multiple rounds of briefing on defendants' motions to dismiss, two rounds of briefing on class certification, a successful defense of BP's appeal of the district court's class certification decision and briefing on cross-motions for summary judgment. This settlement reportedly represents one of only four mega securities class action settlements (settlements of $100 million or more) in 2017. *See Securities Class Action Settlements-2017 Review and Analysis*, p. 4 (Cornerstone Research 2018), https://securities.stanford.edu/research-reports/1996-2017/Settlements-Through-12-2017-Review.pdf. Additionally, claimants received 115% over their recognized losses.

In re Fannie Mae 2008 Securities Litigation, No. 08-cv-7831 (S.D.N.Y.). As co-lead counsel representing the Massachusetts Pension Reserves Investment Management Board, a co-lead plaintiff for the common stock class, Berman Tabacco helped negotiate a $170 million settlement with Fannie Mae. To achieve the settlement, which was approved in March 2015, plaintiffs had to overcome the challenges posed by the federal government's placement of Fannie Mae into conservatorship and by the Second Circuit's upholding of dismissal of similar claims against Freddie Mac, Fannie Mae's sibling Government-Sponsored Enterprise.

In re Symbol Technologies, Inc. Securities Litigation, No. 2:02-cv-01383 (E.D.N.Y.). Berman Tabacco represented the Louisiana Municipal Police Employees' Retirement System as co-lead plaintiff, obtaining a $139 million partial settlement in June 2004. Subsequently, Symbol's former auditor, Deloitte & Touche LLP, agreed to pay $24 million, bringing the total settlement to $163 million. The court granted final approval in September 2006.

In re Prison Realty Securities Litigation, No. 3:99-cv-0452 (M.D. Tenn.) (*In re Old CCA Securities Litigation*, No. 3:99-cv-0458). The firm represented the former shareholders of Corrections Corporation of America, which merged with another company to form Prison Realty Trust, Inc. The action charged that the registration statement issued in connection with the merger contained untrue statements. Overcoming arguments that the class's claims of securities fraud were released in prior litigation involving the merger, the firm successfully defeated the motions to dismiss. It subsequently negotiated a global settlement of approximately $120 million in cash and stock for this case and other related litigation.

Ontario Provincial Council of Carpenters' Pension Trust Fund, et al. v. S. Robson Walton, et al., C.A. No. 2021-0827 (Del. Ch.). Berman Tabacco served as co-lead counsel representing Norfolk County Retirement System in this shareholder derivative action against Walmart's controlling shareholders and Board of Directors which alleged that defendants breached their fiduciary duties in connection with the dispensing and distribution of opioid products through Walmart pharmacies. The case settled in October 2024 and provided far-reaching benefits, including substantial corporate governance reforms as well as a financial recovery to Walmart of $123 million.

Oracle Cases, Coordination Proceeding, Special Title (Rule 1550(b)) No. 4180 (Cal. Super. Ct. San Mateo Cty.). In this coordinated derivative action, Oracle Corporation shareholders alleged that the company's

Chief Executive Officer, Lawrence J. Ellison, profited from illegal insider trading. Acting as co-lead counsel, the firm reached a settlement, pursuant to which Mr. Ellison would personally make charitable donations of $100 million over five years in Oracle's name to an institution or charity approved by the company and pay $22 million in attorneys' fees and expenses associated with the prosecution of the case. The innovative agreement, approved by a judge in December 2005, benefited Oracle through increased goodwill and brand recognition, while minimizing concerns that would have been raised by a payment from Mr. Ellison to the company, given his significant ownership stake. The lawsuit resulted in important changes to Oracle's internal trading policies that decrease the chances that an insider will be able to trade in possession of material, non-public information. This case remains one of the largest derivative settlements.[7]

In re International Rectifier Securities Litigation, No. 07-cv-2544 (C.D. Cal.). As co-lead counsel representing the Massachusetts Laborers' Pension Fund, the firm negotiated a $90 million settlement with International Rectifier Corporation and certain top officers and directors. The case alleged that the company engaged in numerous accounting improprieties to inflate its financial results. The court granted final approval of the settlement in February 2010. At the settlement approval hearing, the Honorable John F. Walter, the presiding judge, praised counsel, stating: "I think the work by the lawyers – all the lawyers in this case – was excellent. … In this case, the papers were excellent. So it makes our job easier and, quite frankly, more interesting when I have lawyers with the skill of the lawyers that are present in the courtroom today who have worked on this case … the motion practice in this case was, quite frankly, very intellectually challenging and well done. … I've presided over this consolidated action since its commencement and have nothing but the highest respect for the professionalism of the attorneys involved in this case. … The fact that plaintiffs' counsel were able to successfully prosecute this action against such formidable opponents is an impressive feat."

In re State Street Bank & Trust Co. ERISA Litigation, No. 07-cv-8488 (S.D.N.Y.). The firm acted as co-lead counsel in this consolidated class action case, which alleged that defendant State Street Bank and Trust Company and its affiliate, State Street Global Advisors, Inc., (collectively, "State Street") breached their fiduciary duties under the Employee Retirement Income Security Act of 1974 ("ERISA") by failing to prudently manage the assets of ERISA plans invested in State Street fixed income funds during 2007. After well over a year of litigation, during which Berman Tabacco and its co-counsel reviewed approximately 13 million pages of documents and took more than 30 depositions, the parties negotiated an all-cash $89.75 million settlement, which received final approval in 2010.

In re Philip Services Corp. Securities Litigation, No. 98-cv-0835 (S.D.N.Y). As co-lead counsel, Berman Tabacco negotiated settlements totaling $79.75 million with the bankrupt company's former auditors, top officers, directors and underwriters. The case alleged that Philip Services and its top officers and directors made false and misleading statements regarding the company's publicly reported revenues, earnings, assets and liabilities. The district court initially dismissed the claims on grounds of *forum non conveniens*, but the firm successfully obtained a reversal by the United States Court of Appeals for the Second Circuit. The court granted final approval of the settlements in March 2007.

[7] Kevin LaCroix, *Largest Derivative Lawsuit Settlements*, The D&O Diary (Dec. 5, 2014, updated Oct. 31, 2024), https://www.dandodiary.com/2014/12/articles/shareholders-derivative-litigation/largest-derivative-lawsuit-settlements/.

In re Reliant Securities Litigation, No. 02-cv-1810 (S.D. Tex.). As lead counsel representing the Louisiana Municipal Police Employees' Retirement System, the firm negotiated a $75 million cash settlement from the company and Deloitte & Touche LLP. The settlement received final approval in January 2006.

In re KLA-Tencor Corp. Securities Litigation, No. 06-cv-04065 (N.D. Cal.). Representing co-lead plaintiff Louisiana Municipal Police Employees' Retirement System, Berman Tabacco negotiated a $65 million agreement to settle claims that KLA-Tencor illegally backdated stock option grants, issued false and misleading statements regarding grants to key executives and inflated the company's financial results by understating expenses associated with the backdated options. The court granted final approval of the settlement in 2008. At the conclusion of the case, Judge Charles R. Breyer praised plaintiffs' counsel for "working very hard" in exchange for an "extraordinarily reasonable" fee, stating: "I appreciate the fact that you've done an outstanding job, and you've been entirely reasonable in what you've done. Congratulations for working very hard on this."

City of Brockton Retirement System v. Avon Products Inc., No. 11-cv-04665 (S.D.N.Y.). As a member of the executive committee representing named plaintiffs City of Brockton Retirement System and Louisiana Municipal Police Employees' Retirement System, the firm negotiated a $62 million settlement. The action alleged that Avon Products, Inc. violated federal securities laws by failing to disclose to investors the size and scope of the Company's violations of the Foreign Corrupt Practices Act of 1977 ("FCPA"). In response to Avon's piecemeal disclosures over the course of more than a year, which ultimately revealed the true extent of the FCPA violations, the company's stock lost nearly 20% of its pre-disclosure value. This case was one of the very few successful securities cases premised on FCPA violations.

Ehrenreich v. Witter, No. 95-cv-6637 (S.D. Fla.). The firm was co-lead counsel in this case involving Sensormatic Electronics Corp., which resulted in a settlement of $53.5 million. When it as approved in 1998, the settlement was one of the largest class action settlements in the state of Florida.

In re Thomas & Betts Securities Litigation, No. 2:00-cv-2127 (W.D. Tenn.). The firm served as co-lead counsel in this class action, which settled for more than $51 million in 2004. Plaintiffs had accused the company and other defendants of issuing false and misleading financial statements for 1996, 1997, 1998, 1999 and the first two quarters of 2000.

In re Enterasys Networks, Inc. Securities Litigation, No. C-02-071-M (D.N.H.). Berman Tabacco acted as sole lead counsel in a case against Enterasys Networks, Inc., in which the Los Angeles County Employees Retirement Association was lead plaintiff. The company settled in October 2003 for $17 million in cash, stock valued at $33 million and major corporate governance improvements that opened the computer networking company to greater public scrutiny. Changes included requiring the company to back a proposal to eliminate its staggered board of directors, allowing certain large shareholders to propose candidates to the board and expanding the company's annual proxy disclosures. The settlement received final court approval in December 2003.

Giarraputo v. UNUMProvident Corp., No. 2:99-cv-00301 (D. Me.). As a member of the executive committee representing plaintiffs, Berman Tabacco secured a $45 million settlement in a lawsuit stemming from the 1999 merger that created UNUMProvident. Shareholders of both predecessor companies accused the insurer of misleading the public about its business condition before the merger. The settlement received final approval in June 2002.

In re Aegean Marine Petroleum Network, Inc. Securities Litigation, No. 18-cv-04993-NRB (S.D.N.Y.). As sole Lead Counsel representing the sole Lead Plaintiff, Utah Retirement Systems ("URS"), Berman Tabacco negotiated settlements totaling $41,749,999, in a securities fraud class action involving Aegean Marine Petroleum Network, Inc. ("Aegean"), a marine fuel logistics company based in Greece that supplies and markets refined marine fuel and lubricants to ships in port and at sea, and several former officers. The alleged fraudulent scheme took place over at least an eight-year period during which the company's founder and former officers allegedly (i) significantly overstated the company's income and revenue and issued false and misleading financial statements; (ii) overstated the company's assets and the strength of its balance sheet by improperly booking approximately $200 million in bogus accounts receivables; (iii) misled investors concerning the adequacy of the company's internal controls over financial reporting; and iv) misappropriated $300 million of company assets. The Court has approved settlements totaling over $41.9 million in this case, including $14.9 million settlements with each of Aegean's two outside auditors, and $11,949,999 in settlements with the Aegean's former Chief Financial Officer and its founder This is an excellent resolution not only because they represent significant percentage of maximum damages but because plaintiffs obtained settlements with foreign defendants, including outside auditors against whom securities claims are challenging and one individual who personally paid to settle the claims against him. Claims administration is ongoing.

In re General Electric Co. Securities Litigation, No. 09 Civ. 1951 (S.D.N.Y.). The firm served as Lead Counsel on behalf of the State Universities Retirement System of Illinois in a lawsuit against General Electric Co. and certain of its officers. A settlement in the amount of $40 million was reached with all the parties. The court approved the settlement on September 6, 2013.

In re UCAR International, Inc. Securities Litigation, No. 98-cv-0600 (D. Conn.). The firm represented the Florida State Board of Administration as the lead plaintiff in a securities claim arising from an accounting restatement. The case settled for $40 million cash and the requirement that UCAR appoint an independent director to its board of directors. This is believed to be the first securities class action that included corporate governance changes. The settlement was approved in 2000.

In re American Home Mortgage Securities Litigation, No. 07-MD-1898 (E.D.N.Y.). As co-lead counsel representing the Oklahoma Police Pension & Retirement System, the firm negotiated a $37.25 million settlement – including $4.75 million from auditors Deloitte & Touche and $8.5 million from underwriters – despite the difficulties American Home's bankruptcy posed to asset recovery. The plaintiffs contended that American Home had failed to write down the value of certain loans in its portfolio, which declined substantially in value as the credit markets unraveled. The settlement received final approval in 2010 and was distributed in 2011.

In re Avant, Securities Litigation, No. 96-cv-20132 (N.D. Cal.). Avant!, a software company, was charged with securities fraud in connection with its alleged theft of a competitor's software code, which Avant! incorporated into its flagship software product. Serving as lead counsel, the firm recovered $35 million for the class. The recovery resulted in eligible class claimants receiving almost 50% of their losses after attorneys' fees and expenses.

In re SmartForce PLC d/b/a SkillSoft Securities Litigation, No. 02-cv-544 (D.N.H.). Representing the Teachers' Retirement System of Louisiana as co-lead plaintiff, Berman Tabacco negotiated a $30.5 million partial settlement with SkillSoft. Subsequently, the firm also negotiated an $8 million cash settlement with

Ernst & Young Chartered Accountants and Ernst & Young LLP, SkillSoft's auditors at the time. The settlements received final approval in September 2004 and November 2005, respectively.

In re Sykes Enterprises, Inc. Securities Litigation, No. 8:00-cv-212-T-26F (M.D. Fla.). The firm represented the Florida State Board of Administration as co-lead plaintiff. Sykes Enterprises was accused of using improper means to match the company's earnings with Wall Street's expectations. The firm negotiated a $30 million settlement.

In re Valence Securities Litigation, No. 95-cv-20459 (N.D. Cal.). Berman Tabacco served as co-lead counsel in this action against a Silicon Valley-based company for overstating its performance and the development of an allegedly revolutionary battery technology. After the Ninth Circuit reversed the district court's decision to grant summary judgment in favor of defendants, the case settled for $30 million in Valence common stock.

In re Sybase II, Securities Litigation, No. 98-cv-0252-CAL (N.D. Cal.). Sybase was charged with inflating its quarterly financial results by improperly recognizing revenue at its wholly owned subsidiary in Japan. Acting as co-lead counsel, the firm obtained a $28.5 million settlement.

Fire & Police Retiree Health Care Fund, San Antonio v. Smith (Sinclair Broadcast Group Derivative Action), No. 18-cv-03670 (D. Md.). Berman Tabacco was Plaintiffs' Counsel representing Norfolk County Retirement System in this shareholder derivative action against Sinclair's controlling shareholders and Board of Directors which alleged that defendants breached their fiduciary duties by knowingly and intentionally breaching the terms of a merger agreement between Sinclair Broadcast Group and Tribune Media Company. The case settled and provided far-reaching benefits, including substantial corporate governance reforms, including the creation of two new Board committees, along with nearly $25 million in financial recovery, $4.76 million of which was paid directly by individual defendants. The Court granted final approval on November 20, 2020. In its final approval order, the Court noted that "[i]n this case, plaintiffs' counsel secured an excellent settlement that includes significant corporate governance reforms that would not have resulted from a trial on the merits."

In re Force Protection Inc. Securities Litigation, No. 08-cv-845 (D.S.C.). As co-lead counsel representing the Laborers' Annuity and Benefit System of Chicago, the firm negotiated a $24 million settlement in a securities class action against armored vehicle manufacturer Force Protection, Inc. The settlement addressed the claims of shareholders who accused the company and its top officers of making false and misleading statements regarding financial results, failing to maintain effective internal controls over financial reporting and failing to comply with government contracting standards.

In re Zynga Inc. Securities Litigation, No. 12-cv-04007 (N.D. Cal.). As co-lead counsel, the firm negotiated a $23 million recovery to settle claims against the company and certain of its officers. The case alleged that the company and its highest-level officers falsely touted accelerated bookings and aggressive growth through 2012, while concealing crucial information that Zynga was experiencing significant declines in bookings for its games and upcoming Facebook platform changes that would negatively impact Zynga's bookings. Then, while Zynga's stock was trading at near a class-period high, defendants obtained an early release from the IPO lock-up on their shares to enable them and a few other insiders to reap over $593 million in proceeds in a secondary offering of personally held shares. The secondary offering was timed just

three months before Zynga announced its dismal Q2 2012 earnings at the end of the class period, which caused Zynga's stock to plummet. The court granted final approval of the settlement in February 2016.

In re ICG Communications Inc. Securities Litigation, No. 00-cv-1864 (D. Colo.). As co-lead counsel representing the Strategic Marketing Analysis Fund, the firm negotiated an $18 million settlement with ICG Communications Inc. The case alleged that ICG executives misled investors and misrepresented growth, revenues and network capabilities. The court granted final approval of the settlement in January 2007.

Hayden, et al. v. Portola Pharmaceuticals, Inc., et al., No. 3:20-cv-00367-VC (N.D. Cal.). As sole lead counsel representing sole Lead Plaintiff Alameda County Employees' Retirement Association the firm negotiated a $17.5 million settlement after prevailing on the motions to dismiss, conducting extensive discovery and filing a motion for class certification. The case was brought on behalf of investors in Portola Pharmaceuticals, Inc. ("Portola"), a biopharmaceutical company that developed and commercialized treatments for thrombosis and other hematologic diseases. The complaint alleged that defendants improperly recognizing revenue under ASC-606 while under-reserving for returns and made misleading statements about the company's business, operations, and prospects. The court approved the settlement on March 6, 2023.

In re Critical Path, Inc. Securities Litigation, No. 01-cv-0551 (N.D. Cal.). The firm negotiated a $17.5 million recovery to settle claims of accounting improprieties at a California software development company. Representing the Florida State Board of Administration, the firm was able to obtain this recovery despite difficulties arising from the fact that Critical Path teetered on the edge of bankruptcy. The settlement was approved in June 2002.

Koch v. Healthcare Services Group, Inc., et al., No. 2:19-cv-01227-ER (E.D. Pa.). As lead counsel representing the Utah Retirement Systems in a class action brought on behalf of investors in Healthcare Services Group, Inc., one of the largest providers of housekeeping and laundry services to hospitals and other healthcare service organization, the firm negotiated a $16.8 million settlement. The Court granted final approval of the settlement on January 12, 2022.

In re Sunrise Senior Living, Inc. Securities Litigation, No. 07-cv-00102 (D.D.C.). A federal judge granted final approval of a $13.5 million settlement between Oklahoma Firefighters Pension and Retirement System, represented by Berman Tabacco, and Sunrise Senior Living Inc.

Hallet v. Li & Fung, Ltd., No. 95-cv-08917 (S.D.N.Y.). Cyrk Inc. was charged with misrepresenting its financial results and failing to disclose that its largest customer was ending its relationship with the company. In 1998, Berman Tabacco successfully recovered more than $13 million for defrauded investors.

In re Warnaco Group, Inc. Securities Litigation, No. 00-cv-6266 (S.D.N.Y.). Representing the Fresno County Employees' Retirement Association as co-lead plaintiff, the firm negotiated a $12.85 million settlement with several current and former top officers of the company.

Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc., et al., No. 2:20-cv-10490 (E.D. Mich.). As lead counsel representing sole Lead Plaintiff Oklahoma Police Pension and Retirement System in this securities fraud class action lawsuit against Sterling Bancorp, Inc., certain of its current and former officers and directors, and the underwriters for the Company's initial public offering, the firm negotiated a

settlement of all claims in exchange for $12.5 million, which was approved by the court on September 23, 2021.

Gelfer v. Pegasystems, Inc., No. 98-cv-12527 (D. Mass.). As co-lead counsel, Berman Tabacco negotiated a settlement valued at $12.5 million, $4.5 million in cash and $7.5 million in shares of the company's stock or cash, at the company's option.

Sand Point Partners, L.P. v. Pediatrix Medical Group, Inc., No. 99-cv-6181 (S.D. Fla.). Berman Tabacco represented the Florida State Board of Administration, which was appointed co-lead plaintiff along with several other public pension funds. The complaint accused Pediatrix of Medicaid billing fraud, claiming that the company illegally increased revenue and profit margins by improperly coding treatment rendered. The case settled for $12 million on the eve of trial in 2002.

In re Molten Metal Technology Inc. Securities Litigation, No. 1:97-cv-10325 (D. Mass.), and *Axler v. Scientific Ecology Group, Inc.*, No. 1:98-cv-10161 (D. Mass.). As co-lead counsel, Berman Tabacco played a key role in settling the actions after Molten Metal and several affiliates filed a petition for bankruptcy reorganization in Massachusetts. The individual defendants and the insurance carriers in Molten Metal agreed to settle for $11.91 million. After the bankruptcy, a trustee objected to the use of insurance proceeds for the settlement. The parties agreed to pay the trustee $1.325 million of the Molten Metal settlement. The parties also agreed to settle claims against Scientific Ecology Group for $1.25 million, giving Molten Metal's investors $11.835 million.

In re CHS Electronics, Inc. Securities Litigation, No. 99-8186-CIV (S.D. Fla.). The firm helped obtain an $11.5 million settlement for co-lead plaintiff Warburg, Dillon, Read, LLC (now UBS Warburg).

In re Summit Technology Securities Litigation, No. 96-cv-11589 (D. Mass.). Berman Tabacco, as co-lead counsel, negotiated a $10 million settlement for the benefit of the class.

In re Exide Corp. Securities Litigation, No. 98-cv-60061 (E.D. Mich.). Exide was charged with having altered its inventory accounting system to artificially inflate profits by reselling used, outdated or unsuitable batteries as new ones. As co-lead counsel for the class, Berman Tabacco recovered more than $10 million in cash for class members.

In re Fidelity/Micron Securities Litigation, No. 95-cv-12676 (D. Mass.). The firm recovered $10 million in cash for Micron investors after a Fidelity Fund manager touted Micron while secretly selling the stock.

In re Par Pharmaceutical Securities Litigation, No. 06-cv-03226 (D.N.J.). As counsel for court-appointed plaintiff, the Louisiana Municipal Police Employees' Retirement System, Berman Tabacco obtained an $8.1 million settlement from the company and its former CEO and CFO, which the court approved in January 2013. The case alleged that the company had misled investors about its accounting practices, including overstatement of revenues.

In re Interspeed, Inc. Securities Litigation, No. 00-cv-12090-EFH (D. Mass.). Berman Tabacco served as co-lead counsel and negotiated a $7.5 million settlement on behalf of the class. The settlement was reached in an early stage of the proceedings, largely as a result of the financial condition of Interspeed and the need to salvage a recovery from its available assets and insurance.

In re Aqua Metals, Inc. Securities Litigation, No. 4:17-CV-07142-HSG (N.D. Cal.). Berman Tabacco served as co-lead counsel for court-appointed lead plaintiff Plymouth County Retirement Association and negotiated a $7 million settlement on behalf of the class. The court granted final approval of the settlement on March 2, 2022.

In re Abercrombie & Fitch Co. Securities Litigation, No. M21-83 (S.D.N.Y). As a member of the executive committee in this case, the firm recovered more than $6 million on behalf of investors. The case alleged that the clothing company misled investors with respect to declining sales, which affected the company's financial condition. The court granted final approval of the settlement in January 2007.

In re Digital Domain Media Group, Inc. Securities Litigation, No. 12-14333-CIV (S.D. Fla.). As co-lead counsel, Berman Tabacco obtained a $5.5 million settlement on behalf investors of Digital Domain Media Group, Inc. ("DDMG") that was approved by both bankruptcy court and the Southern District of Florida. The lead plaintiffs alleged that DDMG, a digital production company that was forced to file for bankruptcy in September 2012, less than 10 months after its initial public offering ("IPO"), misled investors in documents filed with the U.S. Securities and Exchange Commission as part of the IPO and in other statements made throughout the class period. Among other things, the lawsuit alleged that the defendants misled the public about DDMG's ability to raise capital and fund its operations, falsely reassuring investors about the company's ability to meet operating expenses while it "burned" cash at a rate that threatened its viability. In fact, according to a September 18, 2012 article in the Palm Beach Post, DDMG had difficulties meeting payroll as far back as 2010. According to the same article, then-Chairman and CEO John C. Textor "himself predicted a 'train wreck' in an email to an investor in early 2010."

In re WorldCom, Inc. Securities Litigation, No. 02-cv-3288 (S.D.N.Y.). As counsel to court-appointed bondholder representatives, the County of Fresno, California and the Fresno County Employees' Retirement Association, Berman Tabacco helped a team of lawyers representing the lead plaintiff, the New York State Common Retirement Fund, obtain settlements worth more than $6.13 billion.

Daccache, et al. v. Raymond James Financial, Inc., et al., No. 16-cv-21575 (S.D. Fla.); *Shaw et al. v. Raymond James Financial, Inc., et al.*, No. 5:16-cv-00129-GWC (D. Vt. May 17, 2016). Berman Tabacco served on the Plaintiffs' Steering Committee in this RICO class action brought on behalf of investors in limited partnerships associated with the Jay Peak ski resort in Vermont. Plaintiffs, foreign nationals whose investments were made through the federal "EB-5 Immigrant Investor Program," alleged that over $200 million in investor funds were misappropriated and/or otherwise misused in an elaborate, Ponzi-like scheme. Defendants' scheme was revealed in April 2016, when the SEC announced multiple securities fraud charges and an asset freeze against Jay Peak and related business entities, the resort's Florida-based owner and the resort's principal officer. Plaintiffs alleged that those individuals and entities, as well as certain financial institutions and their employees, devised and executed a complex money laundering scheme wherein investor funds were improperly transferred from escrow accounts to investment accounts that were controlled by Jay Peak's owner and used for purposes other than those specified in the limited partnership documents. Among other things, plaintiffs alleged the improper commingling of investor funds and the misappropriation of more than $50 million in investor funds by Jay Peak's owner for his personal use. Plaintiffs sought recovery under Florida's RICO Act and also asserted claims for common law fraud, breach of fiduciary duty, negligence, civil conspiracy, and breach of contract. On April 13, 2017, Defendant Raymond James & Associates, Inc. agreed to a $150 million settlement, which was approved on June 30, 2017.

ANTITRUST LITIGATION PRACTICE

Berman Tabacco has a national reputation for our work prosecuting antitrust class actions involving price-fixing, market allocation agreements, patent misuse, monopolization and group boycotts among other types of anticompetitive conduct. Representing clients ranging from Fortune 500 companies and public pension funds to individual consumers, the experienced senior attorneys in our antitrust practice group have engineered substantial settlements and changed business practices of defendant companies, recovering more than $1 billion for our clients overall.

Berman Tabacco has played a major role in the prosecution of numerous landmark antitrust cases. For example, the firm was lead counsel in the Toys “R” Us litigation, which developed the antitrust laws with respect to “hub and spoke” conspiracies and resulted in a $56 million settlement. Berman Tabacco brought the first action centered on so-called “reverse payments” between a brand name drug maker and a generic drug maker, resulting in an $80 million settlement from the drug makers, which had been accused of keeping a generic version of their blood pressure medication off the market.

The firm’s victories for victims of antitrust violations have come at the trial court level and also thro landmark appellate court victories, which have contributed to shaping private enforcement of antitrust law. For example, in the Cardizem CD case, Berman Tabacco was co-lead counsel representing health insurer Aetna in an antitrust class action and obtained a pioneering ruling in the federal court of appeals regarding the “reverse payment” by a generic drug manufacturer to the brand name drug manufacturer. In a first of its kind ruling, the appellate court held that the brand name drug manufacturer’s payment of $40 million per year to the generic company for the generic to delay bringing its competing drug to market was a *per se* unlawful market allocation agreement. Today that victory still shapes the ongoing antitrust battle over competition in the pharmaceutical market.

In the firm’s case against diamond giant De Beers, the Third Circuit, sitting *en banc*, vacated an earlier panel decision and upheld the certification of a nationwide settlement class, removing the last obstacle to final approval of an historic $295 million settlement. The Third Circuit’s important decision provides a roadmap for obtaining settlement class certification in complex, nationwide class actions involving laws of numerous states.

In 2016, the firm won reversal of a grant of summary judgment for defendant automakers in a group boycott-conspiracy case involving the export of new motor vehicles from Canada to the U.S. The California Court of Appeal found that plaintiffs had presented evidence of “patently anticompetitive conduct” with evidence gathered in the pre-trial phase, which was powerful enough to go to a jury. The ruling is a rare example of an appellate court analyzing and reversing a trial court’s evidentiary rulings to find evidence of a conspiracy.

Today the firm currently represents clients in significant antitrust class actions around the country, including actively representing major public pension funds in prosecuting price-fixing in the financial derivatives and commodities markets in the Euribor and Yen LIBOR actions and the Foreign Currency Exchange Rate action.

While the majority of antitrust cases settle, our attorneys have experience taking antitrust class actions to trial. Our experience also allows us to counsel medium and larger-sized corporations considering whether to participate as a class member or opt-out and pursue an individual strategy.

ANTITRUST LITIGATION RESULTS

Over the past nearly three decades, Berman Tabacco has actively prosecuted scores of complex antitrust cases that led to substantial settlements for its clients. These include:

In re NASDAQ Market-Makers Antitrust Litigation, No. 94-cv-3996 (S.D.N.Y). The firm played a significant role in one of the largest antitrust settlements on record in a case that involved alleged price-fixing by more than 30 NASDAQ Market-Makers on about 6,000 NASDAQ-listed stocks over a four-year period. The settlement was valued at nearly $1 billion.

In re GSE Bonds Antitrust Litig., No. 1:19-cv-01704-JSR (S.D.N.Y.). Berman Tabacco represented named plaintiff Electrical Workers Pension Fund Local 103, I.B.E.W. and Local 103, I.B.E.W. Health Benefit Plan. The complaint asserted claims under the Sherman Act and alleged that ten of the world's largest banks conspired to fix the prices of unsecured bonds issued by the government-sponsored entities familiarly known as Fannie Mae and Freddie Mac. The settlement of $386.5 million received final approval on June 16, 2020. This $386.5 million settlement was significant because it was the third largest class action settlement in 2020 according to ISS Securities Class Action Services.

In re Foreign Currency Conversion Fee Antitrust Litigation, MDL No. 1409 (S.D.N.Y.). Berman Tabacco, as head of discovery against defendant Citigroup Inc., played a key role in reaching a $336 million settlement. The agreement settled claims that the defendants, which include the VISA, MasterCard and Diners Club networks and other leading bank members of the VISA and MasterCard networks, violated federal and state antitrust laws in connection with fees charged to U.S. cardholders for transactions effected in foreign currencies.

In re DRAM Antitrust Litigation, No. M:02-cv-01486 (N.D. Cal.). As liaison counsel, the firm actively participated in this multidistrict litigation, which ultimately resulted in significant settlements with some of the world's leading manufacturers of Dynamic Random Access Memory (DRAM) chips. The defendant chipmakers allegedly conspired to fix prices of the DRAM memory chips sold in the United States during the class period. The negotiated settlements totaled nearly $326 million.

Sullivan v. DB Investments, Inc., No. 04-02819 (D.N.J.). Berman Tabacco represented a class of diamond resellers, such as diamond jewelry stores, in this case alleging that the De Beers group of companies unlawfully monopolized the worldwide supply of diamonds in a scheme to overcharge resellers and consumers. In May 2008, a federal judge approved the settlement, which included a cash payment to class members of $295 million, an agreement by De Beers to submit to the jurisdiction of the United States court to enforce the terms of the settlement and a comprehensive injunction limiting De Beers' ability to restrict the worldwide supply of diamonds in the future. This case is significant not only because of the large cash recovery but also because previous efforts to obtain jurisdiction over De Beers in both private and government actions had failed. On August 27, 2010, the United States Court of Appeals for the Third Circuit agreed to hear arguments over whether to uphold the district court's certification of the settlement class. By

agreeing to schedule an *en banc* appeal before the full court, the Third Circuit vacated a July 13, 2010 ruling by a three-judge panel of the appeals court that, in a 2-to-1 decision, had ordered a remand of the case back to the district court, which may have required substantial adjustments to the original settlement. On February 23, 2011, the Third Circuit, sitting *en banc*, again heard oral argument from the parties. On December 20, 2011, the *en banc* Third Circuit handed down its decision affirming the district court in all respects.

Dennis v. JPMorgan Chase & Co., No. 16-cv-06496 (S.D.N.Y.). Berman Tabacco was plaintiff's counsel representing Orange County Employees' Retirement System in this class action alleging defendants conspired to manipulate the Australian Bank Bill Swap Reference Rate ("BBSW") and the prices of BBSW-based derivatives during the class period rate in violation of the Clayton Act, the Commodity Exchange Act and other laws. Plaintiffs reached $185.875 million in total settlements, which were approved by the court on November 2, 2022.

In re Lithium Ion Batteries Antitrust Litigation, No. 13-md-2420-YGR (N.D. Cal.). As co-lead class counsel for Direct Purchaser Plaintiffs ("DPPs") in this this multidistrict antitrust litigation, the firm achieved settlements totaling $139.3 million. The litigation arose from an alleged worldwide conspiracy to fix prices of lithium-ion rechargeable batteries ("LiBs"). LiBs are components of LiB camcorders, digital cameras and laptop computers. The alleged conspiracy involved some of the largest companies in the world—Sony, Samsung SDI, Panasonic, Sanyo, LG Chem, Toshiba, Hitachi Maxell and NEC Corp. The lawsuit alleges that defendants participated in a conspiracy to fix the prices of LiBs, which affected the prices paid for the batteries and certain products in which the batteries are used. Plaintiffs successfully defeated multiple motions to dismiss involving complex issues of antitrust standing and the pleading of conspiracy allegations. Berman Tabacco and the team negotiated multiple settlements totaling $139.3 million. The court granted final approval on May 16, 2018.

In re Sorbates Direct Purchaser Antitrust Litigation, No. C 98-4886 CAL (N.D. Cal.). The firm served as lead counsel alleging that six manufacturers of Sorbates, a food preservative, violated antitrust laws through participation in a worldwide conspiracy to fix prices and allocations to customers in the United States. The firm negotiated a partial settlement of $82 million with four of the defendants in 2000. Following intensive pretrial litigation, the firm achieved a further $14.5 million settlement with the two remaining defendants, Japanese manufacturers, in 2002. The total settlement achieved for the class was $96.5 million.

In re Disposable Contact Lens Antitrust Litigation, MDL No. 1030 (M.D. Fla.). The firm acted as co-lead counsel and chief trial counsel. Representing both a national class and the State of Florida, the firm helped secure settlements from defendants Bausch & Lomb and the American Optometric Association before trial and from Johnson & Johnson after five weeks of trial. The settlements were valued at more than $92 million and also included significant injunctive relief to make disposable contact lenses available at more discount outlets and more competitive prices.

In re Cardizem CD Antitrust Litigation, No. 99-01278 (E.D. Mich.). In another case involving generic drug competition, Berman Tabacco, as co-lead counsel, helped secure an $80 million settlement from French-German drug maker Aventis Pharmaceuticals and the Andrx Corporation of Florida. The payment to consumers, state agencies and insurance companies settled claims that the companies conspired to prevent the marketing of a less expensive generic version of the blood pressure medication Cardizem CD. The state attorneys general of New York and Michigan joined the case in support of the class. The firm

achieved a significant appellate victory in a first of its kind ruling that the brand name drugmaker's payment of $40 million per year for the generic company to delay bringing its generic version of blood-pressure medication Cardizem CD to market constituted an agreement not to compete that is a *per se* violation of the antitrust laws.

In re Toys "R" Us Antitrust Litigation, MDL No. 1211 (E.D.N.Y.). Berman Tabacco negotiated a $56 million settlement to answer claims that the retailer violated laws by colluding to cut off or limit supplies of popular toys to stores that sold the products at lower prices. The case developed the antitrust laws with respect to a "hub and spoke" conspiracy, where a downstream power seller coerces upstream manufacturers to the detriment of consumers. One component of the settlement required Toys "R" Us to donate $36 million worth of toys to needy children throughout the United States over a three-year period.

In re Reformulated Gasoline (RFG) Antitrust and Patent Litigation, MDL No. 05-1671 (C.D. Cal.). Berman Tabacco, as co-lead counsel, negotiated a $48 million settlement with Union Oil Company and Unocal. The agreement settled claims that the defendants manipulated the California gas market for summertime reformulated gasoline and increased prices for consumers. The noteworthy settlement delivered to consumers a combination of clean air benefits and funding for alternative fuel research.

In re Abbott Laboratories Norvir Antitrust Litigation, Nos. 04-1511, 04-4203 (N.D. Cal.). Berman Tabacco acted as co-lead counsel in a case on behalf of indirect purchasers alleging that the defendant pharmaceutical company engaged in an illegal leveraged monopoly in the sale of its AIDS boosting drug known as Norvir (or Ritanovir). Plaintiffs were successful through summary judgment, including the invalidation of two key patents based on prior art, but were reversed on appeal in the Ninth Circuit as to the leveraged monopoly theory. The case settled for $10 million, which was distributed net of fees and costs on a *cy pres* basis to 10 different AIDS research and charity organizations throughout the United States.

Automotive Refinishing Paint Antitrust, J.C.C.P. No. 4199 (Cal. Super. Ct.). In this class action, indirect purchaser-plaintiffs brought suit in California State Court against five manufacturers of automotive refinishing coatings and chemicals alleging that they violated California law by unlawfully conspiring to fix paint prices. Settlements were reached with all defendants totaling $9.4 million, 55% of which was allocated among an End-User Class consisting of consumers and distributed on a *cy pres*, or charitable, basis to thirty-nine court-approved organizations throughout California, and the remaining 45% of which was distributed directly to a Refinishing Class consisting principally of auto-body shops located throughout California.

In re Foreign Exchange Benchmark Rates Antitrust Litig., No. 13-cv-07789 (S.D.N.Y.). The Firm is one of plaintiffs' counsel representing client, a named plaintiff. The class action alleges that at least 16 banks fixed the prices of foreign currency exchange between 2003 and 2013 by manipulating certain benchmark prices and by conspiring to increase the spread between bid and ask prices in the spot market. Settlements were reached with all but one defendant, which totaled over $2.3 billion. Trial against the remaining defendant, Credit Suisse, resulted in a defense verdict.

CONSUMER PRACTICE/PRIVACY LITIGATION

With almost 40 years of class action litigation experience, Berman Tabacco is committed to bringing justice to the victims of fraudulent and abusive practices. Over the years, the firm has prosecuted and obtained recoveries for consumers against various business such as banks, computer electronics and software companies, brokers and product manufacturers.

In recent years, Berman Tabacco applied its extensive complex class action experience to fight against unlawful and predatory lending practices. Berman Tabacco served as lead counsel in several class actions brought on behalf of individuals arguing that their need for short-term cash has been exploited by illegal online payday lending schemes. The cases allege that payday lenders issued loans in the name of sham companies established by Native American tribes, including American Web Loan, Plain Green and Great Plains Lending, in a brazen attempt to dodge usury laws and charge unlawful triple-digit interest rates.

In addition to recovering monies for consumers, the firm has obtained ground-breaking decisions for the benefit of consumers, including in cases against Wells Fargo and Morgan Stanley.

Data Breach/Privacy Litigation

From data breaches to concealed tracking software and compromised health records, Berman Tabacco's privacy attorneys represent consumers harmed by businesses that fail to safeguard private information and covertly monetize client data for profit. Our attorneys are involved in key actions concerning major data breaches impacting personally identifiable information and protected health information; as well as actions with companies secretly recording and tracking web user interactions.

Representative Matters:

- *In re LastPass Data Security Incident Litig.*, No. 1:22-cv-12057-PBS (D. Mass.). Attorneys from Berman Tabacco serve as Interim Co-Lead Counsel representing plaintiffs in this action against LastPass, a company in the business of storing and securing login credentials, identities, and passwords, for a data breach that exposed data of more than 33 million users and 100,000 businesses worldwide.

- *In re Shields Health Care Group, Inc. Data Breach Litigation*, No. 1:22-CV-10901-PBS (D. Mass.). Attorneys from Berman Tabacco serves as Interim Co-Liaison Counsel representing plaintiffs in the Shields Health Care Data Breach Litigation. This suit concerns a 2022 breach of patient data maintained by Shields Health Care Group, Inc., including a range of personal and health information.

- *In re Intellihartx Data Security Incident Litigation*, No. 3:23-cv-1224 (N.D. Ohio). Attorneys from Berman Tabacco serves as a member of the Plaintiffs' Executive Committee in this action concerning a data breach of personal and health related information impacting nearly 500,000 patients.

- *James v. Allstate Insurance Company*, et. al. 23-cv-01931-JSC (N.D. Cal.). Berman Tabacco is counsel in this action in which plaintiff alleges an insurance company violated California privacy laws by surreptitiously observing and recording web users' keystrokes, mouse clicks, and other electronic communications, including entry of personally identifiable information and protected health information.

- *Love v. Ladder Financial, Inc.*, No. 3:23-cv-4234-JCS (N.D. Cal.). Berman Tabacco serves as counsel in this action in which alleges that a company that provides insurance quotes for consumers violated California privacy laws by surreptitiously observing and recording web user's keystrokes, mouse clicks, and other electronic communications, including entry of personally identifiable information and protected health information.

CONSUMER/PRIVACY LITIGATION RESULTS

Examples of the firm's settlements include:

In re Think Finance, LLC, et al., No. 17-33964-hdh11 (Bankr. N.D. Tex.). Berman Tabacco played a pivotal role in securing approximately $47 million in relief to consumer borrowers who took out unlawful, high-interest loans issued in the name of Native American-affiliated online lenders, Plain Green and Great Plains Lending. Plaintiffs allege that non-tribal entities and individuals, including a Texas-based payday lender called Think Finance, improperly attempted to use tribal sovereign immunity as a shield for their unlawful, triple-digit lending enterprise. The settlement represents a significant achievement given that the bulk of the recovery was secured through Chapter 11 bankruptcy proceedings that Think Finance initiated while litigation was pending against it, a step that typically leads to a substantially limited, if any, recovery for plaintiffs.

Mclaughlin v. Wells Fargo Bank, N.A., d/b/a Wells Fargo Home Mortgage, No. 3:15-CV-02904 (N.D. Cal.). Berman Tabacco served as local counsel for a class of borrowers with mortgages held and serviced by Wells Fargo in an action alleging that the bank's payoff statements violated the Truth in Lending Act ("TILA") as they failed to disclose insurance claim funds. Plaintiffs achieved a precedent-setting opinion holding that TILA requires the bank to include insurance claim funds in its mortgage payoff statements. *See McLaughlin v Wells Fargo Bank NA*, No. 3:15-cv-02904-WHA, 2015 WL 10889993 (N.D. Cal. Oct. 29, 2015). The case settled for 88% of the total maximum statutory damages available under TILA. The settlement also requires Wells Fargo to disclose insurance claim funds on all of its payoff statements going forward.

Trabakoolas v. Watts Water Technologies, Inc., No. 4:12-Cv-01172-Ygr (N.D. Cal.). Berman Tabacco served on the plaintiffs' steering committee and served as liaison counsel for this successful product liability design defect class action involving toilet nut connectors. Plaintiffs alleged a toilet connector manufactured by Watts Water Technologies, Inc., which had been installed in approximately 25 percent of homes and commercial properties built in the U.S. since the year 2000, suffered from a design defect. This defect could result in water flowing into the home, potentially causing catastrophic water damage. The settlement provided a fund of $23 million to reimburse class members who experienced property damage and to pay for replacement of toilet nut connectors for those with allegedly defective parts.

Roskind v. Morgan Stanley Dean Witter & Co., 80 Cal. App. 4th 345 (Cal. App. 1st Dist. 2000). Berman Tabacco obtained a landmark ruling from the California Court of Appeal, holding that federal law does not preempt investors from bringing unfair business practices claims under the Business & Professions Code of California. Defendant brought this matter to the U.S. Supreme Court but the firm was successful in upholding this ruling. *See Roskind v. Morgan Stanley Dean Witter & Co.*, 2000 Cal. Lexis 6583 (Aug. 16,

2000) (petition for review denied); *Morgan Stanley Dean Witter & Co. v. Roskind*, 531 U.S. 1119 (2001) (writ of certiorari denied).

Carlin v. DairyAmerica, Inc., No. 1:09-cv-00430 (E.D. Cal.). Berman Tabacco, as member of the Interim Executive Committee and as liaison counsel, obtained a $40 million on behalf of a class of dairy farmers who sold raw milk according to prices set by the federal government. Plaintiffs claimed that DairyAmerica, the nation's largest marketer of non-fat dry milk and a California-based milk processing firm, California Dairies, conspired to inflate their own profits at the expense of dairy farmers by misreporting critical data used by the government to set raw milk prices.

PENDING CASES

The firm currently acts as lead or co-lead counsel in high-profile securities, antitrust and consumer class actions and also represents investors in individual actions and derivative cases.

The following is a representative list of active class action cases.

- *Erwin v. Veradigm Inc*., No. 1:23-cv-16205 (N.D. Ill.). Lead counsel for court-appointed lead plaintiff Alameda County Employees' Retirement Association.
- *In re Inotiv, Inc. Securities Litigation*, No. 4:22-CV-045-PPS-JEM (N.D. Ind.). Lead counsel for court-appointed lead plaintiff Oklahoma Police Pension and Retirement System.
- *Friedman v. Real Estate Board of New York, et al.*, No. 1:24-cv-00405 (S.D.N.Y.). Interim Co-Lead Counsel.
- *In re Emergent BioSolutions Inc. Derivative Litigation*, C.A. No. 2021-0974-MTZ (Del. Ch.). Counsel for Plaintiffs.
- *In re European Government Bonds Antitrust Litigation*, No. 19-cv-2601 (S.D.N.Y.). Interim Co-Lead Counsel and Counsel for plaintiff San Bernardino County Employees' Retirement Association. To date, $40 million in partial settlements have been reached and approved by the court.
- *Oliver, et al. v. American Express Co., et al.*, No. 1:19-cv-00566-NGG-SMG (S.D.N.Y.). Co-Chairs of Plaintiffs' Executive Committee of interim class counsel in antitrust class action.
- *Hayden, et al. v. Portola Pharmaceuticals, Inc., et al.*, No. 2:19-cv-01227-ER (E.D. Pa.). Lead counsel for court-appointed lead plaintiff Alameda County Employees' Retirement Association.
- *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 18-cv-04993-NRB (S.D.N.Y.). Lead counsel for court-appointed lead plaintiff Utah Retirement Systems.
- *In Re UnitedHealth Group, Incorporated Derivative Litigation*, C.A. No. 2019-0299-PAF (Del. Ch.). Co-lead counsel representing Amalgamated Bank.
- *Sullivan v. Barclays PLC*, No. 13-cv-2811 (S.D.N.Y.). Counsel for plaintiffs and represents California State Teachers' Retirement System. To date, over $651.5 million in partial settlements have been reached and approved by the court.

- *Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-03419 (GBD) (S.D.N.Y.), and *Sonterra Capital Master Fund, Ltd. v. UBS AG*, No. 1:15-cv-05844 (GBD) (S.D.N.Y). Counsel for plaintiffs and represents California State Teachers' Retirement System and Oklahoma Police Pension and Retirement System. To date, over $329.5 million in partial settlements have been reached and approved by the court.
- *Iron Workers District Council of New England Health and Welfare Fund v. Teva Pharmaceutical Industries Ltd.*, No. 1:23-cv-11131 (D. Mass.). Represents the named plaintiff and the proposed class.
- *In re European Government Bonds Antitrust Litigation*, No. 19-cv-2601 (S.D.N.Y.). Interim Co-Lead Counsel and Counsel for plaintiff San Bernardino County Employees' Retirement Association.
- *In re LastPass Data Security Incident Litig.*, No. 1:22-cv-12057-PBS (D. Mass.). Attorneys from Berman Tabacco serve as Interim Co-Lead Counsel representing plaintiffs in this data breach class.
- *In re Intellihartx Data Security Incident Litigation*, No. 3:23-cv-01224-JRK (N.D. Ohio). Member of the court-appointed Plaintiffs' Executive Committee.

TRIAL EXPERIENCE

The firm is experienced in taking class actions to trial. Over the years, Berman Tabacco's attorneys have tried cases against pharmaceutical companies in courtrooms in New York and Boston, a railroad conglomerate in Delaware, one of the nation's largest trustee banks in Philadelphia, a major food retailer in St. Louis and the top officers of a failed New England bank.

The firm has been involved in more trials than most of the firms in the plaintiffs' class action bar. Our partners' trial experience includes:

- *In re PHC, Inc. Shareholder Litigation*, No. 1:11-cv-11049-PBS (D. Mass.). After two-week trial in 2017 in this breach of fiduciary class action, jury verdict for plaintiffs but no damage award. Following post-trial briefing, court exercised its equitable power and ordered $3 million award by defendant.
- *Conway v. Licata*, No. 13-12193 (D. Mass.). 2015 jury verdict for defendants (firm's client) after two-week trial on the vast majority of counts, awarding the plaintiffs a mere fraction of the damages sought. Jury also returned a verdict for defendants on one of their counterclaims.
- *In re MetLife Demutualization Litigation*, No. 00-Civ-2258 (E.D.N.Y.). This case settled for $50 million after the jury was empaneled.
- *White v. Heartland High-Yield Municipal Bond Fund*, No. 00-C-1388 (E.D. Wis.). Firm attorneys conducted three weeks of a jury trial against final defendant, PwC, before a settlement was reached for $8.25 million. The total settlement amount was $23.25 million.
- *In re Disposable Contact Lens Antitrust Litigation*, MDL No. 1030 (M.D. Fla.). Settled for $60 million with defendant Johnson & Johnson after five weeks of trial.

- *Gutman v. Howard Savings Bank*, No. 2:90-cv-02397 (D.N.J.). Jury verdict for plaintiffs after three weeks of trial in individual action. The firm also obtained a landmark opinion allowing investors to pursue common law fraud claims arising out of their decision to retain securities as opposed to purchasing new shares. *See Gutman v. Howard Savings Bank*, 748 F. Supp. 254 (D.N.J. 1990).
- *Hurley v. Federal Deposit Insurance Corp.*, No. 88-cv-940 (D. Mass.). Bench verdict for plaintiffs.
- *Levine v. Fenster*, No. 2-cv-895131 (D.N.J.). Plaintiffs' verdict of $3 million following four-week trial.
- *In re Equitec Securities Litigation*, No. 90-cv-2064 (N.D. Cal.). Parties reached a $35 million settlement at the close of evidence following five-month trial.
- *In re ICN/Viratek Securities Litigation*, No. 87-cv-4296 (S.D.N.Y.). Hung jury with 8-1 vote in favor of plaintiffs; the case eventually settled for over $14.5 million.
- *In re Biogen Securities Litigation*, No. 94-cv-12177 (D. Mass.). Verdict for defendants.
- *Upp v. Mellon*, No. 91-5219 (E.D. Pa.). In this bench trial, tried through verdict in 1992, the court found for a class of trust beneficiaries in a suit against the trustee bank and ordered disgorgement of fees. The Third Circuit later reversed based on lack of jurisdiction.

OUR ATTORNEYS INVOLVED IN THIS MATTER

Partners

PATRICK T. EGAN

A partner in Boston, Patrick T. Egan focuses his practice on securities, antitrust, and data privacy litigation. Mr. Egan has litigated numerous cases to successful resolution, recovering hundreds of millions of dollars on behalf of defrauded investors.

Mr. Egan was one of the firm's lead attorneys representing the Wyoming State Treasurer and Wyoming Retirement System in the *In re IndyMac Mortgage-Backed Securities Litigation* in which the firm achieved settlements totaling $346 million. He was also a lead attorney representing the Michigan State Retirement Systems in the *In re Bear Stearns Companies* litigation stemming from the 2008 collapse of the company. Plaintiffs successfully recovered $294.9 million for former Bear Stearns shareholders.

Mr. Egan has worked on a number of important cases, including *Lernout & Hauspie* and the related case, *Quaak v. Dexia, S.A.* (*In re Lernout & Hauspie Sec. Litig.*, No. 00c-11589 (D. Mass.), and *Quaak v. Dexia, S.A.*, No. 03-11566 (D. Mass.). Those cases stem from a massive accounting fraud scheme at Lernout & Hauspie Speech Products, N.V., a bankrupt Belgian software company. As co-lead counsel, the firm recovered more than $180 million on behalf of former Lernout & Hauspie shareholders. In addition, Mr. Egan was one of the attorneys at Berman Tabacco representing CalPERS against credit ratings agency Moody's, based on Moody's misrepresentations regarding the creditworthiness of three structured investment vehicles, which settled for $255 million. *California Public Employees' Ret. Sys. v. Moody's Corp.*, No. CGC-09-490241 (Cal. Super. Ct. San Francisco County). Recently, Mr. Egan served as a lead partner (i) representing the sole Lead Plaintiff Utah Retirement Systems ("URS") in *Koch v. Healthcare Services Group, Inc., et al.*, No. 2:19-cv-01227-ER (E.D. Pa.), a class action that alleged that defendants issued materially false and misleading statements and failed to disclose "earnings management" practices that allowed HCSG to consistently meet or beat earnings per share estimates that, in turn, caused the price of the company's stock to be artificially inflated (case settled for $16.8 million, which was approved by the court on January 12, 2022); and (ii) representing the sole Lead Plaintiff Oklahoma Police Pension and Retirement System in *Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc., et al.*, No. 2:20-cv-10490 (E.D. Mich.), a class action that alleged that defendants issued materially untrue and misleading statements concerning, *inter alia*, the Sterling's loan underwriting, risk management, compliance and internal controls, including regarding the Company's Advantage Loan Program, the Company's largest lending program (the court approved the $12.5 million settlement on September 23, 2021).

Mr. Egan currently serves as the lead partner representing the lead plaintiff Oklahoma Police Pension and Retirement System in *In re Inotiv, Inc. Securities Litigation*, No. 4:22-CV-045-PPS-JEM (N.D. Ind.), a securities fraud class action lawsuit against Inotiv, Inc. and certain of its executive officers on behalf of all persons who acquired publicly traded Inotiv securities between September 21, 2021 and June 13, 2022, inclusive. Plaintiff alleges that defendants made materially false and misleading statements and/or material omissions concerning the company's business, operations, and regulatory compliance policies, specifically

related to its acquisition of Envigo RMS, LLC ("Envigo") and the existence of widespread and flagrant violations of federal animal welfare regulations at an Envigo dog breeding facility located in Cumberland, Virginia that led the U.S. Department of Justice to take action to rescue more than 4,000 animals and shutter the facility.

Mr. Egan is also experienced in antitrust litigation. He is currently one of the lead attorneys for the firm representing California State Teachers' Retirement System in the ongoing *Euribor* (*Sullivan v. Barclays PLC, et al.*, No. 13-cv-2811 (S.D.N.Y.)) and *Yen Libor* (*Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-03419 (GBD) (S.D.N.Y.), and *Sonterra Capital Master Fund, Ltd. v. UBS AG*, No. 1:15-cv-05844 (GBD) (S.D.N.Y)) antitrust cases regarding U.S., European, and Japanese banks' manipulation of interest rate benchmarks and agreements to fix bid-ask spread prices on interest rate derivatives (*Euribor* has yielded $651.5 million, and *Yen Libor* $364.5 million). He was also one of the lead attorneys representing Orange County Employees' Retirement System in *Dennis v. JP Morgan Chase & Co.*, No. 16-cv-06496-LAK (S.D.N.Y), an action alleging that U.S., European, and Australian banks manipulated the interest rate benchmark used to price derivatives that were denominated in Australian dollars and sold to U.S. investors, which recently settled for $185.875 million, which was approved by the court on November 2, 2022.

Mr. Egan also leads our privacy practice group, which is committed to aiding consumers harmed by businesses that fail to safeguard private information and covertly monetize client data for profit. In this role, Mr. Egan, and our privacy team, are involved in key actions concerning major data breaches impacting personally identifiable information and protected health information; as well as actions with companies secretly recording and tracking web user interactions.

Mr. Egan also represents whistleblowers who provide information and assistance to the U.S. Securities and Exchange Commission, U.S. Commodities Futures Trading Commission, U.S. Internal Revenue Service and state regulators in connection with their enforcement of the federal and state laws. Mr. Egan also represents whistleblowers in actions filed under the Federal False Claims Act.

Prior to joining the firm in 1999 and being named partner in 2006, Mr. Egan worked at the U.S. Department of Labor, where he served as an attorney advisor for the Office of Administrative Law Judges. Mr. Egan also serves as an Adjunct Faculty member of the Business Studies department at Assumption University, with a focus on Business Law, Corporate Governance and White-Collar Crime.

Mr. Egan has been ranked by *Benchmark Litigation* as a *Local Litigation Star* (2013-2015, 2021-2025) and as a *Massachusetts State Litigation Star* (2018-2025) in *Competition* and *Securities*. He was recognized by *The Legal 500* (U.S. edition) as a *Recommended Attorney* in *Securities Litigation* (2018-2019) and *Antitrust* (2019-2024). He has also been selected as a *Super Lawyer* by *Massachusetts Super Lawyers* magazine (2022-2024).

Mr. Egan received a B.A. in Political Science *cum laude* from Providence College in 1993.In 1997, he graduated *cum laude* from Suffolk University Law School. While at Suffolk, Mr. Egan served on the editorial board of the *Suffolk University Law Review* and authored a note entitled, *Virtual Community Standards: Should Obscenity Law Recognize the Contemporary Community Standard of Cyberspace*, 30 Suffolk University L. Rev. 117 (1996).

Mr. Egan is a frequent lecturer on topics related to securities litigation and healthcare fraud. He has also served as an Adjunct professor on topics related to Corporate Governance, White Collar Crime, and Business Law. In addition, Mr. Egan holds a Certificate from Bentley University's Executive and Professional Education Program for a Mini MBS: Business Essentials.

Mr. Egan is a member in good standing in the Commonwealth of Massachusetts, the states of Connecticut and New York, as well as the U.S. District Courts for the District of Massachusetts, the Southern District of New York, Eastern District of New York and the Eastern District of Michigan. He is also admitted to practice before the U.S. Supreme Court and U.S. Courts of Appeals in the First, Second and Fourth Circuits.

NATHANIEL L. ORENSTEIN

A partner in the firm's Boston office, Nathaniel L. Orenstein focuses his practice on securities and antitrust litigation. He is currently engaged in a number of matters to ensure that corporate directors' meet their fiduciary obligations to their shareholders.

Most recently, Mr. Orenstein successfully prosecuted in *Norfolk County Retirement System v. David D. Smith*, Civ. No. 1:18-cv-03952 (D. Md.) a case concerning a merger between Sinclair Broadcast Group and Tribune Media Company that was blocked by the U.S. Department of Justice ("DOJ") and the U.S. Federal Communications Commission ("FCC") because Sinclair proposed "sham" divestiture transactions to the FCC and "engaged in misrepresentation and/or lack of candor" with respect to those related party transactions. The settlement provided far-reaching benefits to Sinclair and its shareholders, including substantial corporate governance reforms, comprised of, among other things, the creation of two new board committees, along with nearly $25 million in financial recovery – including a rare $5 million personal contribution from Sinclair's controlling shareholder. In approving the settlement, the Court noted that "[i]n this case, plaintiffs' counsel secured an excellent settlement that includes significant corporate governance reforms that would not have resulted from a trial on the merits."

Mr. Orenstein also served as one of BT's lead attorneys and trial counsel in *In re PHC, Inc. Shareholder Litigation*, No. 1:11-cv-11049 (D. Mass. 2011), a case that was tried for nine days and resulted in a post-trial verdict requiring defendants to pay $3 million in disgorgement.

Mr. Orenstein currently serves as one of BT's lead attorneys in a derivative action captioned *Ontario Provincial Council of Carpenters' Pension Trust Fund v. S. Robson Walton,* No. 2021-0827 (Del. Ch.), which alleges that Walmart's controlling shareholders, Board of Directors, and senior management breached their fiduciary duties in connection with the company's opioid distribution and dispensing practices. The complaint alleges that these decisions and oversight failures led to alleged violations of the Controlled Substances Act, the False Claims Act, as well as state and common laws. The complaint alleges that Walmart entered into an agreement with Drug Enforcement Agency requiring the company to implement wide-ranging opioid diversion controls. Yet, for more than a decade, the company failed to implement those required controls, even at times acknowledging the absence of required controls. Defendants' Motion to Dismiss the complaint was mostly denied in two landmark opinions in April 2023. *Ontario Provincial Council of Carpenters' Pension Trust Fund v. S. Robson Walton,* No. 2021-0827-JTL, 2023 WL 2904946 (Del. Ch. Apr. 12, 2023); 2023 WL 3093500 (Del. Ch. Apr. 26, 2023). The case is currently stayed pending the

outcome by an investigation by a newly appointed Special Litigation Committee. This derivative suit followed a successful action to compel the company to produce books and records regarding these practices pursuant to 8 Del. C. § 220, *Norfolk County Retirement System v. Walmart Inc.*, No. 2020-0482 (Del. Ch.).

Mr. Orenstein is also litigating *Teamsters Local 443 Health Services & Ins. Plan, et al. v. Chou (AmerisourceBergen Corp.)*, No. 2019-0816 (Del. Ch.), which alleges that certain of AmerisourceBergen's officers and directors breached their fiduciary duties to the company in connection with a scheme to produce and market unapproved prefilled syringes, which resulted in more than $875 million in penalties and fines to the company. The Court denied defendants' motion to dismiss the derivative case on August 24, 2020 after full briefing and hearing. The company has since appointed a Special Litigation Committee ("SLC") and, on September 22, 2021, the SLC issued its report recommending dismissal of the action and has moved to terminate the action, which motion was granted. This ruling is on appeal. Mr. Orenstein is also the lead partner for BT in: (i) *In re Emergent BioSolutions Inc. Derivative Litigation*, C.A. No. 2021-0974-MTZ (Del. Ch.) (counsel for plaintiffs in this derivative case alleging Emergent's Board of Directors and management failed to implement any internal compliance or sterility testing programs, such that the Board was not even informed as the government and customer inspectors found repeated safety violations, lax quality control procedures, and a failure to take steps to ensure vaccine safety); and (ii) *In re Citigroup Inc. Shareholder Derivative Litig.*, No. 20-cv-09438 (S.D.N.Y.) (representing the Employees' Retirement System of the City of Providence in derivative action seeking to hold defendants, who are current and former members of Citigroup's board of directors, accountable for their conscious failure over many years to implement and maintain an enterprise-wide risk management and compliance risk management program, internal controls or a data governance program at Citigroup's subsidiaries commensurate with the Bank's size, complexity and risk profile).

Mr. Orenstein's representative cases also include: *In re Bluegreen Corporation Shareholder Litigation*, No. 502011CA018111 (15th Judicial Cir., Florida) ($36.5 million settlement and $80 million in benefit to class secured as member of Executive Committee); *In re TPC Group, Inc. Shareholders' Litigation*, No. 7865-VCN (Delaware Chancery) ($79 million benefit to class while co-lead counsel); *Louisiana Municipal Police Employees' Retirement System v. EnergySolutions, Inc.*, C.A. No. 8350-VCG (Delaware Chancery) ($36 million benefit to class as co-lead counsel); *In re El Paso Corporation Shareholder Litigation*, No. 6949-CS (Delaware Chancery) ($110 million benefit to class as member of Executive Committee); *In re American Home Mortgage Securities Litigation*, No. 07-MD-1898 (E.D.N.Y.) ($37.25 million benefit to class as member of litigation team); *In re Force Protection Inc. Securities Litigation*, No. 2:08-cv-845 CWH (D.S.C.) ($24 million benefit to class as member of litigation team); and *In re: Nexium (Esomeprazole) Antitrust Litigation*, No. 12-md-02409-WGY (D. Mass.) ($24 million benefit to class secured as local counsel).

Prior to joining Berman Tabacco, Mr. Orenstein was a staff attorney for the Securities Division of the Office of the Secretary of the Commonwealth of Massachusetts. While there, he performed company examinations as well as investigated and pursued enforcement actions to detect and prevent fraud at hedge funds and related companies. Mr. Orenstein was the lead attorney on many investigations and actions against broker-dealers, investment advisors and others.

Prior to obtaining his J.D. from the New York University School of Law in 2005, Mr. Orenstein served as a member of the mutual fund and insurance brokerage investigation teams for the Office of the New York State Attorney General's Investment Protection Bureau. As a legal intern, he assisted with the Bureau's investigation work including, case planning, discovery and settlement negotiation.

In addition to his work for the Commonwealth and for New York State, Mr. Orenstein was the Associate Director for the Center for Insurance Research, a consumer advocacy organization. In this role, he supported Center attorneys in litigating complex insurance reorganization transactions. He also testified in regulatory and legislative proceedings on behalf of policyholders concerning market conduct and insurance rate setting.

Benchmark Litigation has ranked Mr. Orenstein as a *Massachusetts Future Star* (2021-2025) and *New England/Massachusetts Super Lawyers Magazine* named him a *Super Lawyer* (2020-2024) and a *Rising Star* (2014-2015).

Mr. Orenstein earned a J.D. from New York University School of Law in 2005, and a B.A. in Economics from Bates College in 1997.

Mr. Orenstein is a member in good standing in the Commonwealth of Massachusetts, the U.S. District Court for the District of Massachusetts and the U.S. Court of Appeals for the First Circuit.

Associates

CAITLYN M. BARRESI

Caitlyn Barresi is an associate in Berman Tabacco's San Francisco office where she is focused on pursuing financial justice for clients and class members.

Ms. Barresi is a 2024 graduate of University of California College of the Law, San Francisco. While in law school, Ms. Barresi interned with the Marin County Public Defender Office as part of the Criminal Practice Clinic. Ms. Barresi was also a board member of the UC Law San Francisco's Moot Court program, participating in and coaching competition teams. She continues to serve as an alum coach for intercollegiate moot court competition teams, and as a committee member for

the UC Law San Francisco Constitutional Law Moot Court Invitational Competition.

Ms. Barresi earned a B.A. in Sociology and a minor in theater in 2020 from the University of California, Santa Barbara.

Ms. Barresi is admitted to practice law in the State of California.

CHRISTINA FITZGERALD

Christina Fitzgerald is an associate at the Boston office of Berman Tabacco where she litigates complex civil actions seeking financial justice for consumers and investors. Ms. Fitzgerald focuses her practice on securities and complex civil litigation, including data privacy litigation.

Ms. Fitzgerald is a 2021 graduate of Suffolk University Law School. While in law school, Ms. Fitzgerald interned with the Massachusetts Attorney General's Office in the Environmental Protection Division, where she assisted in both regulatory enforcement and consumer protection actions against entities including ExxonMobil and Bayer AG. She also served as a legal intern for the Honorable David A. Lowy of the Massachusetts Supreme Judicial Court.

In law school, Ms. Fitzgerald served as managing editor of the Suffolk Law Journal of Trial & Appellate Advocacy and president of the Environmental Law Society. She also participated in a number of moot court competitions, including the Irving R. Kaufman Securities Law Moot Court Competition and Hon. Walter H. McLaughlin Appellate Advocacy Competition.

During law school, she served as a student attorney with the Suffolk Law Prosecutor's Program, working in the Juvenile Unit of the Suffolk County District Attorney's Office. She also served as a teaching fellow with the Marshall-Brennan Constitutional Literacy Project in a Boston public school.

Ms. Fitzgerald earned a B.A. in Journalism and Political Science from the University of Massachusetts Amherst in 2014.

Ms. Fitzgerald is a member in good standing of the state bar of Massachusetts and the U.S. District Court for the District of Massachusetts.

*Massachusetts Super Lawyer*s magazine named Ms. Fitzgerald a *Rising Star* in 2024.

QUENTIN J. MORGAN

Quentin Morgan is an associate in Berman Tabacco's Boston office where he litigates complex civil actions striving to utilize the law in a compelling and creative manner to achieve financial justice for consumers and investors. Quentin focuses his practice on securities, corporate governance, and other complex litigation.

Prior to joining the firm in 2025, Quentin was a prosecutor in New York City. There, Quentin led the investigation and prosecution of numerous local and international narcotics, firearms, and money laundering organizations, obtaining convictions against some of New York City's most notorious and violent firearms and narcotics traffickers.

After serving as a prosecutor, Quentin acted as a regulator for the Commonwealth of Massachusetts, where he assisted in the enforcement of actions against banks, credit unions, and other financial services businesses.

Quentin is passionate about the pursuit of justice through the law.

Other Key Personnel

JAMES HOUGHTON, SENIOR INVESTIGATOR

James A. Houghton is a Senior Investigator based in our firm's Boston office. A member of the Association of Certified Fraud Examiners, Mr. Houghton works closely with our litigation and investigative teams to conduct complex financial investigations into potential fraud schemes. Mr. Houghton's knowledge and insight has brought a unique handling to the process of uncovering evidence of fraud. Such processes often include obtaining nonpublic information through interviews with former employees at suspect companies and conducting research.

Prior to joining Berman Tabacco, Mr. Houghton was a Special Agent for the Defense Criminal Investigative Service, the Law Enforcement and Investigative arm of the Department of Defense Inspector General's Office. While there, he gained 18 years' experience directing all aspects of defense and financial fraud investigations. His cases frequently involved investigations of companies with receivable-based loans with banks. Mr. Houghton handled complex and sensitive investigations that led to both fraud and Qui Tam lawsuits, often working jointly with the U.S. Attorney General's Office and other federal agencies, including the Federal Bureau of Investigations. As a result of his investigations, Mr. Houghton has testified regularly in federal courts. Mr. Houghton's skill and expertise have led to him receiving the Department of Justice Award for Public Service on two separate occasions. Mr. Houghton further received the 2018 Investigations award from the Intelligence Community Inspectors General.

Mr. Houghton has also been a Special Agent for Naval Criminal Investigative Service and a Financial Analyst for the Federal Bureau of Investigations. He has received Top Secret and Sensitive Compartmented Information Clearance.

Mr. Houghton earned a B.S. in Business Administration and Accounting from Stonehill College. He also attended the Federal Law Enforcement Training Center for White Collar Crime and Financial Fraud Training, as well as their Criminal Investigator Training Program.

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EXHIBIT 6

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

ANTHONY SERRA, individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	Case No. 4:24-cv-40022-MRG
v.	)	Hon. Margaret R. Guzman
NEW ENGLAND PATRIOTS LLC,	)	
Defendant.	)	

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING NOTICE PLAN

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 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 & Claims Solutions, Inc. ("Epiq") and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. Epiq is an industry leader in class action administration, having implemented more than a thousand successful class action notice and settlement administration matters. Epiq Legal Noticing has handled some of the most complex and significant notice programs in recent history, examples of which are discussed below. With experience in more than 700 cases, including more than 75 multidistrict litigation settlements, Epiq Legal Noticing has prepared notices that 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 Legal Noticing, and those decisions have invariably withstood appellate 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:

a) *In re Juul Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation* 19-md-02913 (N.D. Cal.), involved two settlements totaling $300 million for JUUL Labs, Inc. and Altria, which alleged consumers were misled about JUUL products' addictiveness and safety, causing them to pay more, and that JUUL products were unlawfully marketed to minors. Two companion notice programs were implemented with more than 10.7 million email notices and nearly 500,000 postcard notices sent to potential class members and comprehensive media efforts (over 936 million impressions delivered). The notice programs each reached approximately 80% of the class nationwide.

b) *In Re: Zoom Video Communications, Inc. Privacy Litigation*, 3:20-cv-02155 (N.D. Cal.), involved 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. A supplemental media campaign provided notice via regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, and a settlement website.

c) *In re Takata Airbag Products Liability Litigation*, MDL No. 2599, 1:15-md-02599 (S.D. Fla.), involved $1.91 billion in settlements with BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen regarding Takata airbags. The notice programs included individual mailed notice to more than 61.8 million potential class members and extensive nationwide media via consumer publications, U.S. Territory newspapers, radio, digital notices, mobile digital notices, and behaviorally targeted digital media. Combined, the notice programs reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, with a frequency of 4.0 times each.

d) *In Re: Capital One Consumer Data Security Breach Litigation*, MDL No. 2915, 1:19-md-02915 (E.D. Va.), involved 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 digital and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website.

e) *In re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626 (M.D. Fla.), involved several notice programs to notify retail purchasers of disposable contact lenses for four separate settlements 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 digital notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website.

f) *In re U.S. Office of Personnel Management Data Security Breach Litigation* MDL No. 2664, 15-cv-01394 (D.D.C.), involved a $63 million settlement for compromised personal information of then-current and former federal government employees and contractors, and certain applicants for federal employment. An extensive nationwide media notice campaign was implemented using magazines, digital and social media notices (delivering more than 758 million impressions), traditional and satellite radio, and other forms of 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 sent to identified class members. The notice program was supplemented with outreach to unions and associations, sponsored search listings, and a settlement website.

g) *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, 1:19-cv-03924 (N.D. Ill.), involved a $21 million settlement against The Coca-Cola Company, fairlife, LLC, and other defendants alleging false labeling and marketing of fairlife milk products. A comprehensive media plan was implemented with a consumer print publication notice, targeted

digital and social media notices (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, and a website.

h) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.). Second Circuit affirmed. *See Fikes Wholesale, Inc. v. Visa U.S.A., Inc.* 62 F.4th 704 (2d Cir. 2023). The case involved a $5.5 billion settlement reached by Visa and MasterCard. An intensive initial notice program included more than 19.8 million direct mail notices sent to potential class members, together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, with notices in multiple languages, and a digital notice campaign (delivering more than 770 million adult impressions). Sponsored search listings and a settlement website in eight languages expanded the notice program. For the subsequent settlement reached by Visa and MasterCard, an extensive notice program was implemented, which included over 16.3 million direct mail notices to class members together with more than 354 print publication insertions and digital notices (delivering more than 689 million adult impressions).

i) *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.), involved landmark settlement notice programs to distinct "Economic and Property Damages" and "Medical Benefits" settlement classes for BP's $7.8 billion settlement of claims related to the Deepwater Horizon oil spill. Notice efforts included more than 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over 95% of Gulf Coast residents.

6. Courts have recognized our testimony as to which method of notification is appropriate for a given case, and I have provided testimony on numerous occasions on whether a certain method of notice represents the best notice practicable under the circumstances. Numerous court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are included in the Epiq Legal Noticing *curriculum vitae* included as **Attachment 1**.

7. In forming expert opinions, 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 our court-approved notice programs during that time. Overall, I have more than 24 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.

8. 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 and Epiq Legal Noticing (hereinafter "Epiq").

OVERVIEW

9. This declaration describes the proposed Settlement Notice Plan ("Notice Plan") and Notices (the "Notice" or "Notices") for *Serra v. New England Patriots, LLC.*, Case No. 4:24-cv-40022-MRG, pending in the United States District Court for the District of Massachusetts.

DATA PRIVACY AND SECURITY

10. 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 official capacity as the Settlement Administrator for this action. A Services Agreement, which formally retains Epiq as the Settlement Administrator, will govern Epiq's administration responsibilities for the action. Service changes or modification beyond the original contract scope will require formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

11. With respect to the data it receives, collects, and otherwise hosts, Epiq serves as a data processor and acts only at the direction of the designated data controller or of the Court, as described in applicable contracts, statements of work, and/or Court documents and Orders. Epiq does not utilize or perform other procedures on personal data provided or obtained as part of services to a client. Epiq will not use any information to be provided by Settlement Class Members for any other purpose than

the administration of this action, specifically the information will not be used, disseminated, or disclosed by or to any other person for any other purpose.

12. 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.

13. Epiq's world class data centers are defended by multi-layered, physical access security, including formal ID and prior approval before access is granted, closed-circuit television ("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 uninterruptable power supply ("UPS"), fire detection and suppression controls, flood protection, and cooling systems.

14. Beyond Epiq's technology, our people play a vital role in protecting class members' and our clients' information. Epiq has a dedicated information security team comprised of highly trained, experienced, and qualified security professionals. Our teams stay on top of important security issues and retain important industry standard certifications, like SysAdmin, Audit, Network, and Security ("SANS"), Certified Information Systems Security Professional ("CISSP"), and Certified Information Systems Auditor ("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 by independent third parties.

15. Epiq holds several industry certifications including: Trusted Information Security Assessment Exchange ("TISAX"), Cyber Essentials, Privacy Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to Health Insurance Portability and Accountability Act ("HIPAA"), National Institute of Standards and Technology ("NIST"), and Federal Information Security Management Act ("FISMA") frameworks. Epiq follows 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 employees routinely undergo cybersecurity trainings to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

16. 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 PLAN METHODOLOGY

17. Federal Rules 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" and that "the notice may be by one or more of the following:

United States mail, electronic means, or other appropriate means."[1] The Notice Plan will satisfy these requirements.

18. This Notice Plan is designed to reach the greatest practicable number of Settlement Class Members. Individual notice will be provided via push-notification through the New England Patriots' App ("Patriots' App) to identified Settlement Class Members. The individual notice effort will be further enhanced by digital and social media notice, internet sponsored search listings, and a Settlement Website. In my experience, the Notice Plan is consistent with other court-approved notice programs, is the best notice practicable under the circumstances of this case, and has been designed to satisfy the requirements of due process, including its "desire to actually inform" requirement.[2]

NOTICE PLAN DETAIL

19. I have reviewed the Settlement Agreement. The Notice Plan is designed to provide notice to the following "Settlement Class," defined in the Settlement Agreement as:

> [A]ll individuals residing in the United States who are or have been users of the Patriots' App with location services enabled, and who requested or obtained any prerecorded (including on-demand replay) videos available on the Patriots'App, during the Class Period.[3]
>
> Excluded from the Settlement Class are (1) any judge presiding over this Action and members of their families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (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] Fed. R. Civ. P. 23(c)(2)(B).

[2] *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950) ("But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .").

[3] The period from February 1, 2022, to and through the date of Preliminary Approval.

NOTICE PLAN

Individual Notice

20. It is my understanding from counsel the Defendant will send Notice via push-notification through the Patriots App, along with an electronic link to the Claim Form, to Settlement Class Members who currently use the Patriots App. The Defendant will also provide Notice in the "My Inbox" section of the Patriots App, which can be viewed during the pendency of the notice period. Defendant will coordinate with Epiq on timely reporting of the completion of the Patriots' App individual notice effort.

Internet Digital Notice Campaign

21. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as part of providing notice of a settlement for a class action case. According to MRI-Simmons[4] data, 97% of all adults are online and 84% of all adults use social media.[5]

22. The Notice Plan includes targeted digital advertising ("Digital Notices") on the selected advertising network *Google Display Network*, which represents thousands of digital properties across all major content categories. Digital Notices will be targeted to selected target audiences and are designed to encourage participation by Settlement Class Members—by linking directly to the Settlement Website, allowing visitors easy access to relevant information and documents.

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

[5] MRI-Simmons 2024 Survey of the American Consumer®.

23. The Digital Notices will also be placed on a leading social media platform in the United States, *YouTube*. The social media campaign will use an interest-based approach which focuses on the interests that users exhibit while on the social media platform, capitalizing on the target audience's propensity to engage in social media.

24. *YouTube* is the largest streaming video website in the United States with approximately 253 million users.[6]

25. All Digital Notices will appear on desktop, mobile, and tablet devices. Digital Notices on *Google Display Network* and *YouTube* will be displayed nationwide. Digital Notices will also be targeted (remarketed) to people who click on a Digital Notice.

26. More details regarding the target audiences, specific ad sizes of the Digital Notices, and the number of planned impressions are included in the following table:

Digital Plan	***Target***	***Ad Sizes***	***Planned Impressions***
Google Display Network	App Download Targeting: New England Patriots' App	728x90, 300x250, 300x600 & 970x250	10,000,000
YouTube	App Download Targeting: New England Patriots' App	30-second Video Ads	8,500,000
TOTAL			**18,500,000**

27. Combined, approximately 18.5 million targeted impressions will be generated by the Digital Notices nationwide. The Digital Notices will run for approximately 30 days.[7] Clicking on the Digital Notices will link the reader to the Settlement Website, where they can easily obtain detailed information about the Settlement.

[6] Statista Digital 2025: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

[7] The third-party ad management platform, ClickCease will be used to audit the Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent, or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

Sponsored Search Listings

28. To facilitate locating the Settlement Website, sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*. When visitors to these search engines search for selected keyword combinations related to the Settlement, the sponsored search listing advertisement created for this Settlement will be displayed. Generally, the sponsored search listing advertisement will appear at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings will be displayed nationwide. All sponsored search listings will link directly to the Settlement Website.

Settlement Website

29. Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. Relevant documents will be posted on the Settlement Website, including the Settlement Agreement, Preliminary Approval Order, Long Form Notice, and any other case-related documents. In addition, the Settlement Website will include relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members will also be able to file a Claim Form on the Settlement Website. The Settlement Website address will be prominently displayed in all notice documents.

Toll-Free Telephone Number

30. A toll-free telephone number will be established for the Settlement. Callers will be able to hear an introductory message and will have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Long Form Notice be mailed to them. This automated telephone system will be available 24 hours per day, 7 days per week. The toll-free telephone number will be prominently displayed in all notice documents.

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

Claim Submission & Distribution Options

32. The Notices will provide a detailed summary of relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members can file a Claim Form online or by mail. With any method of filing a Claim Form, Settlement Class Members will be given the option of receiving a digital payment or a traditional paper check.

CONCLUSION

33. In class action notice planning, execution, and analysis, we are guided 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 program be designed to reach the greatest practicable number of potential class members and, that the notice or notice program provide class members with easy access to the details of how the class action may impact their rights. All of these requirements will be met in this case.

34. The Notice Plan will provide individual notice via push-notification through the Patriot's App to identified Settlement Class Members. The individual notice effort will be further enhanced by digital and social media notice, internet sponsored search listings, and a Settlement Website.

35. The Notice Plan follows the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so.

a) "[W]hen notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
b) "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

36. The Notice Plan will provide the best notice practicable under the circumstances, conform to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comport with the

guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfy the requirements of due process, including its "desire to actually inform" requirement.

37. The Notice Plan schedule will afford enough time to provide full and proper notice to the Settlement Class Members before the Objection/Exclusion Deadline.

38. At the conclusion of the Notice Plan, I will provide a declaration verifying the effective implementation of the Notice Plan.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 7, 2025.

Cameron R. Azari, Esq.

Attachment 1

epiq legal noticing℠

Legal Noticing Experts

Epiq Legal Noticing is a leading global provider of legal noticing services. Our team of recognized noticing experts provide superior notice programs that satisfy due-process requirements and withstand judicial scrutiny. For over 30 years, our notice programs and notices have been approved and upheld by courts.

We have handled over 700 cases, including over 75 MDL case settlements. Our notices have appeared in over 53 languages and in almost every country, territory, and dependency in the world.

Epiq Legal Noticing (a/k/a Hilsoft Notifications) is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”). www.EpiqLegalNoticing.com.

Case Expertise

In re Juul Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation 19-md-02913 (N.D. Cal.)

For two settlements totaling $300 million involving JUUL Labs, Inc. and Altria, Epiq designed and implemented cutting-edge, companion notice programs. The settlements alleged consumers were misled about JUUL products' addictiveness and safety, causing them to pay more, and that JUUL products were unlawfully marketed to minors. For the notice programs, over 10.7 million email notices and nearly 500,000 postcard notices were sent to potential class members, and a comprehensive media plan was implemented (over 936 million impressions delivered). The notice programs each reached approximately 80% of the class nationwide with combined individual notice and media notice.

10.7M
email notices

836M
digital impressions

80%
of class reached

In re Capital One Consumer Data Security Breach Litigation MDL No. 2915, 1:19-md-02915 (E.D. Va.)

For a $190 million data breach settlement involving Capital One, Epiq implemented an extensive notice program. Notice was sent to over 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement class members. In addition, a supplemental media campaign was implemented and enhanced the notice program with digital and social media notices (over 123.4 million impressions delivered), sponsored search listings, and a settlement website.

$190M
settlement

93.6M
email or mail notices

96%
of class reached

In re Zoom Video Communications, Inc. Privacy Litigation 3:20-cv-02155 (N.D. Cal.)

Epiq designed and implemented an extensive notice program for a $85 million privacy settlement involving Zoom, the most popular video-conferencing platform. Notice was sent to over 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. A supplemental media campaign provided notice via regional newspaper and nationally distributed digital and social media notices (over 280 million impressions delivered), along with sponsored search listings, an informational release, and a settlement website.

$85M
settlement

158M
email or mail notices

91%
of class reached

Case Expertise

$5.5B
settlement

36.1M
mail notices

1.45B
digital impressions

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation MDL No. 1720, 1:05-md-01720, (E.D.N.Y.). Second Circuit affirmed. *See Fikes Wholesale, Inc. v. Visa U.S.A., Inc.* 62 F.4th 704 (2d Cir. 2023)

For a landmark $5.5 billion settlement reached by Visa and MasterCard, Epiq implemented an extensive initial notice program with over 19.8 million direct mail notices together with insertions in over 1,500 newspapers, consumer magazines, national business publications, and trade and specialty publications, with notices in multiple languages, and a digital notice campaign that generated over 770 million impressions. Sponsored search listings and a website in eight languages expanded the notice efforts. Subsequently, Epiq implemented a notice program with over 16.3 million direct mail notices, over 354 print publication insertions, and digital notices that generated over 689 million impressions.

In re fairlife Milk Products Marketing and Sales Practices Litigation 1:19-cv-03924 (N.D. Ill.)

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, Epiq designed and implemented a media based notice program. The program included a consumer print publication notice, targeted digital and social media notices (over 620.1 million impressions delivered in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice program reached approximately 80.2% of the class. The reach was further enhanced by sponsored search listings, an informational release, and a settlement website.

$21M
settlement

620.1M
digital impressions

80.2%
of class reached

$1.91B
settlements

61.8M
mail notices

95%
reach of notice program

In re Takata Airbag Products Liability Litigation MDL No. 2599 (S.D. Fla.)

Epiq 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 programs included mailed notice to over 61.8 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, digital notices, mobile notices, and behaviorally targeted digital media. Combined, the notice programs reached over 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, 4.0 times each.

Case Expertise

In re Morgan Stanley Data Security Litigation 1:20-cv-05914 (S.D.N.Y.)

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

$60M
settlement

13.8M
email or mail notices

In re Disposable Contact Lens Antitrust Litigation 3:15-md-02626 (M.D. Fla.)

Epiq implemented notice programs for retail purchasers of disposable contact lenses in four settlements totaling $88 million. For each notice program, over 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a robust, nationwide consumer publication, digital notices (over 312.9 million – 461.4 million impressions delivered per campaign), sponsored search listings, and a settlement website.

$88M
settlements

7.92M
email or mail notices

Yamagata et al. v. Reckitt Benckiser LLC 3:17-cv-03529 (N.D. Cal.)

For a $50 million settlement on behalf of certain purchasers of Schiff Move Free® Advanced glucosamine supplements, nearly 4 million email notices and 1.1 million postcard notices were sent. The individual notice efforts sent by Epiq were delivered to approximately 98.5% of the identified class sent notice. A media campaign with digital notices and sponsored search listings combined with the individual notice efforts reached at least 80% of the class.

$50M
settlement

5.1M
email or mail notices

In re U.S. Office of Personnel Management Data Security Breach Litigation MDL No. 2664, 15-cv-01394 (D.D.C.)

For a $63 million settlement, Epiq designed and implemented an extensive, nationwide media notice campaign using magazines, digital and social media notices (over 758 million impressions delivered), traditional and satellite radio, and other forms of media. The media notice reached at least 85% of the class. In addition, over 3.5 million email notices and/or postcard notices were sent 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 settlement website.

$63M
settlement

758M
digital impressions

85%
of class reached

Case Expertise

In re Toll Roads Litigation 8:16-cv-00262 (C.D. Cal.)

Epiq implemented a notice program for several settlements alleging improper collection and sharing of PII of drivers on certain toll roads in the state of California. The settlements provided benefits of over $175 million, including penalty forgiveness. Combined, over 13.8 million email or postcard notices were sent, reaching approximately 93% - 95% of class members across all settlements. Individual notice was supplemented with digital notices and notices in newspapers, geo-targeted within California. Sponsored search listings and a settlement website further extended the reach of the notice program.

$175M
settlement benefits

13.8M
email or mail notices

93% – 95%
of class reached

In re Flint Water Cases 5:16-cv-10444, (E.D. Mich.)

In response to largescale municipal water contamination in Flint, Michigan, Epiq's expertise was relied upon to design and implement a comprehensive notice program that reached over 95% of the class. The program included direct mail notice and reminder email notice sent to identified class members, and a media plan with local newspaper publications, online video and audio ads, local television and radio ads, sponsored search listings, an informational release, a website, and digital and social media notices geo-targeted to Flint, Michigan and the state of Michigan.

geo-targeted
media noticing

95%
of class reached

Zanca et al. v. Epic Games, Inc. 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.)

For a $26.5 million settlement, Epiq designed and implemented a notice program to reach individuals 13+ in the U.S. who exchanged or purchased in-game virtual currency in *Fortnite* or *Rocket League*. Over 29 million email notices and 27 million reminder notices were sent to class members. In addition, a targeted media campaign was implemented with digital and social media notices, *Reddit* feed ads, and *YouTube* pre-roll ads, generating over 350.4 million impressions. Combined, the notice efforts reached approximately 93.7% of the class.

$26.5M
settlement

29M
email notices

93.7%
of class reached

In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement) MDL No. 2672 (N.D. Cal.)

Epiq executed a comprehensive notice program within the *Volkswagen Emissions Litigation* with individual notice to over 946,000 vehicle owners via first class mail and to over 855,000 vehicle owners via email. A targeted digital notice campaign further enhanced the notice efforts.

1.8M
mail or email notice to vehicle owners

Case Expertise

Hale v. State Farm Mutual Automobile Insurance Company et al. 3:12-cv-00660 (S.D. Ill.)

For a $250 million settlement with 4.7 million class members, Epiq designed and implemented a notice program with postcard or email notice to over 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.

$250M settlement

4.7M class members

one of the **largest, most complex** cases in **Canadian** history

In re Residential Schools Class Action Litigation 00-cv-192059 (Ont. Super. Ct.)

One of the largest and most complex class actions cases in Canadian history. Epiq handled groundbreaking notice to disparate, remote Indigenous people to provide notice of a multi-billion-dollar settlement.

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.)

For BP's $7.8 billion settlement for the Deepwater Horizon oil spill, possibly the most complex class action case in U.S. history, Epiq 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 over 7,900 TV spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications and trade journals, digital media, and individual notice. Epiq also implemented one of the largest claim deadline notice campaigns, with paid print, television, radio, and digital notice, reaching over 90% of adults aged 18+ in 26 identified Designated Market Areas ("DMAs") covering the Gulf Coast Areas, an average of 5.5 times each.

$7.8B settlement

7,900 tv spots

5,200 radio spots

5,400 print insertions

6.9M email or mail notices

90.% of class reached

Vergara et al., v. Uber Technologies, Inc. 1:15-cv-06972 (N.D. Ill.)

For a $20 million Telephone Consumer Protection Act settlement, Epiq sent mail or email notice to over 6.9 million class members and provided media notice via newspaper and digital notices and reached over 90% of the class.

In re Kaiser Gypsum Company, Inc. et al. 16-cv-31602 (Bankr. W.D. N.C.)

Epiq implemented an extensive notice effort for asbestos personal injury claims with nationwide consumer print, trade and union labor publications, digital notices, an informational release, and a website.

asbestos, personal injury claims notice program

Cameron Azari, Esq., Senior Vice President Epiq, Managing Director Epiq Legal Noticing

Cameron Azari, Esq. is a recognized international notice expert. He has over 24 years of experience in providing expert notice opinions regarding notice adequacy in compliance with Fed R. Civ. P. 23, state class action statutes, or international legal requirements in over 700 class action cases, including over 75 MDLs. He has testified in numerous cases and no notice program has been overturned. Cam is a trusted expert and consults directly with clients to share his extensive knowledge regarding all aspects of class action noticing.

He is an active author and speaker. Cam holds a J.D. from Northwestern School of Law at Lewis and Clark College and a B.S. from Willamette University. He is an active member of the Oregon State Bar. Cam can be reached at caza@epiqglobal.com.

Stephanie Fiereck, Esq., Senior Director Epiq Legal Noticing & Notice Expert Services

Stephanie Fiereck, Esq. leads our Notice Expert Services team. As a notice expert with over 24 years of legal experience, she consults with clients about all aspects of class action noticing. She has written over 1,000 expert notice adequacy declarations, and written or reviewed hundreds of notices, all approved by federal or state courts. Stephanie has a keen understanding of what judges are looking for, how to withstand judicial scrutiny, satisfy due process, and provide plain language notice to class members.

Prior to joining Epiq, she was a Vice President at Wells Fargo Bank for five years where she led the class action services business unit. She is an active author regarding class action notice. Stephanie holds a J.D. from the University of Oregon School of Law and a B.A. from St. Cloud State University. She is an active member of the Oregon State Bar. Stephanie can be reached at sfie@epiqglobal.com.

Kyle Bingham, Senior Director Epiq Legal Noticing & Media Noticing

Kyle Bingham leads the Media Noticing team, an in-house legal noticing advertising agency, and has over 15 years of experience in the advertising industry. He is a pivotal resource for researching, planning, and executing legal notice programs for class action, bankruptcy, and similar legal cases. Kyle's continued success with clients is a direct result of achieving media goals and ensuring that advertising is as efficient and impactful as possible. Kyle has also worked on over 500 CAFA notice mailings.

Prior to Epiq, Kyle worked at Wieden+Kennedy advertising agency for seven years, where he planned and purchased print, digital and broadcast media, managed multiple paid search accounts, and presented strategy and media campaigns to clients for multi-million-dollar branding campaigns. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

Experts' Articles and Presentations

- **Cameron Azari** Speaker, "Legal Noticing." Hausfeld, Washington, D.C., Sept. 2024.
- **Cameron Azari** Speaker, "Increase in Fraudulent Claims in Class Action and Mass Tort." Harris Martin MDL Conference, Portland, Maine, July 24, 2024.
- **Cameron Azari** Speaker, " Settlements." Class Action Litigation Forum – Plaintiffs' Bar, Dana Point, CA, May 9, 2024.
- **Cameron Azari** Speaker, "Consumer Class Action Notice/Fraud." Mass and Class Conference, Fort Lauderdale, FL, Mar. 6, 2024.
- **Cameron Azari** Speaker, "Rising Number of Privacy-Data-Breach Class Actions, including Those Centralized in MDLs, Temporary or Here to Stay? Consideration of Special Case-Management Procedures." Rabiej Litigation Law Center Class Action Conference, Virtual, July 20, 2023.
- **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.

Experts' Articles and Presentations

- **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, Washington, DC, 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.

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- **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.

Experts' Articles and Presentations

- **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.
- **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.
- **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.

Experts' Articles and Presentations

- **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.

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- **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 Quotes

Judge Christine P. O'Hearn, *In re U.S. Vision Data Breach Litigation* (Oct. 15, 2024) 1:22-cv-06558 (D.N.J.):

The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge Madeline Cox Arleo, *In re American Financial Resources, Inc. Data Breach Litigation* (Oct. 2, 2024) 22-cv-01757 (D.N.J.):

The Court finds that Notice of the Settlement was timely and properly disseminated and effectuated pursuant to the approved Notice Plan, and that said Notice constitutes the best notice practicable under the circumstances and satisfies all requirements of Rule 23(e) and due process.

Judge Zahid N. Quraishi, *In re Lipitor Antitrust Litigation (End Payor)* (Oct. 1, 2024) MDL 2332; 3:12-cv-02389 (D.N.J.):

The notices of Settlement . . . that was directed to Class Members constituted the best notice practicable under the circumstances and was timely and properly disseminated and effectuated. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the Notice provided Class Members due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, the rights of Class Members to object to the Settlement, and the rights of Class Members to opt out of the Settlement, and satisfied all requirements of Rule 23 and due process.

Judge James B. Clark, III, *Hu et al. v. BMW of North America LLC* (Sept. 25, 2024) 2:18-cv-04363 (D.N.J.):

Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, by sending such Notice by first-class mail and email . . . These individual notice efforts reached approximately 97.9% of the Settlement Class . . . The Settlement Administrator also utilized digital notice and social media and placed the Notice on the settlement website . . . The Court finds that notice (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Action, or their right to object or to exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing and of their right to seek relief; (c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable, requirements of Rule 23(e), due process and any other applicable law. The Court further finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

Judge Susan Illston, *Perez et al. v. Discover Bank* (Sept. 23, 2024) 3:20-cv-06896 (N.D. Cal.):

The Court finds that the form and means of disseminating notice to the Settlement Class as provided for in the Order Preliminarily Approving Settlement constituted the best notice practicable under the circumstances and was directed to Settlement Class Members in accordance with the Court's Order Preliminarily Approving Settlement. The notice provided due and adequate notice of these proceedings to all Settlement Class Members entitled to such notice and satisfied the requirements of Federal Rule of Civil Procedure 23 and of constitutional due process.

Judge Allen Price Walker, *Agnew v. Foris DAX, Inc. d/b/a Crypto.com* (Sept. 13, 2023) 2024-CH-00435 (Cir. Ct. Cook 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 and 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.

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Judge Patricia M. DeMaio, *Beauford v. The Johns Hopkins Hospital, Inc. et al.* (Sept. 6, 2024) C-03-CV-23-000501 (Cir. Ct. Baltimore Cnty.):

The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval - including: (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive Settlement Class List provided by Defendants; and (ii) the creation of the Settlement Website fully complied with the requirements of Md. R. Civ, P. Cir. Ct. 2-231 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class 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.

Judge Charles S. Treat, *Doe v. Clinivate, LLC* (Aug. 29, 2024) C22-01620 (Sup. Ct. Cnty. of Contra Costa, Cal.):

The Court finds that Epiq abided by the terms and conditions of the Agreement that pertain to the Clams Administrator, and has provided appropriate notice to all members of the Settlement Class.

Judge Claude M. Hilton, *Domitrovich et al. v. M.C. Dean, Inc.* (Aug. 27, 2024) 1:23-cv-00210 (E.D. Vir.):

The Court finds and determines that the Notice Program . . . 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 . . . and all other applicable laws and rules. The Court finds that all of the notices are written in plain language and are readily understandable by Settlement Class Members.

Judge Susan Illston, *Moradpour et al. v. Velodyne Lidar, Inc. et al.* (Aug. 19, 2024) 3:21-cv-01486 (N.D. Cal.):

The Court hereby finds that the distribution of the Notice and the publication of the Summary Notice as provided for in the Preliminary Approval Order constituted the best notice practicable under the circumstances – including individual notice to all Class Members who could be identified through reasonable effort – of those proceedings and of the matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, and any other applicable law . . . Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court finds and concludes that due and adequate notice was directed to all Class Members advising them of the Plan of Allocation and of their right to object, and a full and fair opportunity was given to all Class Members to be heard with respect to the Plan of Allocation.

Judge Christina R. Klineman, *In re Goodman Campbell Brain and Spine Data Incident Litigation* (Aug. 19, 2024) 49D01-2207-PL-024807 (Ind. Comm. Ct.):

The Court finds that the notice program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, 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 Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Indiana Rules of Civil Procedure, the United States Constitution, and other applicable law.

Judge Jeffrey L. Reed, *Doe v. Lima Memorial Hospital et al.* (Aug. 12, 2024) CV2022 0490 (Ct. of Common Pleas Allen Cnty., Ohio):

The Court finds that such Notice constitutes the best possible notice practicable under the circumstances and constitutes valid, due and sufficient notice to all Settlement Class Members.

Judge Alison C. Conlon, *Mikulecky et al. v. Lutheran Social Services of Illinois* (Aug. 8, 2024) 2023-CH-00895 (Cir. Ct. Cook 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 materials terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILSC 5/2-803, applicable law, and the due process clauses of both the U.S. and Illinois Constitutions.

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Judge Benjamin F. Coats, *Wells Fargo Bank, N.A. v. Agak* (Aug. 5, 2024) 56-2017-00500587 (Sup. Ct. Cnty. of Ventura, 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 California Rules of Civil Procedure and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

Judge Gretchen Walsh, *Finn et al. v. Empress Ambulance Services, LLC* (July 31, 2024) 61058/2024 (Sup. Ct. Cnty. of Westchester, N.Y.):

There was a reach of 87.3% o of the identified class members (i.e., 265,863 of the 304,362 notices mailed were successfully mailed and not returned to sender). The Court finds that this notice was in full compliance with the Preliminary Approval Order and in accordance with the requirements of New York law and constitutional due process. Furthermore, the result of reaching 87.3% of the Settlement Class is reasonable.

The Court finds that the dissemination of Notice to Settlement Class Members: (a) was successfully 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 apprise 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) Class Counsel's motion lor a Fee Award and Costs and for Service Awards to the Class Representatives, (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of NY CPLR 901, et seq., the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

Judge James Wesley Hendrix, *Lara v. Lubbock Heart Hospital, LLC, dba Lubbock Heart & Surgical Hospital* (July 31, 2024) 5:23-cv-00036 (N.D. Tex.):

[T]he Court finds that the notice provided to the class members complied with Rule 23's due process requirements . . . [T]he Court concludes that this notice process comported with due process by providing proper notice to the class members and enabled them to assess whether to object or seek exclusion . . . Almost 90% of class members received direct notice mailed to them of the settlement that identified its key terms, what steps they needed to take to obtain relief, and the consequences of failing to act by certain dates . . . The class members further were given multiple avenues to seek out additional information on the settlement. All of this information was given in plain language, ensuring that the members receiving direct notice were made aware of their rights and the consequences of inaction. Accordingly, the Court concludes that the notice given pursuant to the Court's preliminary approval order provided the class members with the material terms of the settlement and constituted the best notice practicable under the circumstances.

Judge Lindsey Robinson Vaala, *Morrow et al. v. Navy Federal Credit Union* (July 25, 2024) 1:21-cv-00722 (E.D. Va.):

The Notice and Claims Process 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 and Claims Process fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(l), and all other applicable law and rules. No Settlement Class Member has objected to the Settlement.

Judge Marsha J. Pechman, *Guy et al. v. Convergent Outsourcing, Inc.* (July 19, 2024) 2:22-cv-01558 (W.D. Wash.):

The Court finds and determines that the Notice Program, preliminarily approved on February 20, 2024, and implemented on March 21, 2024, 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 Court further finds that all of the notices are written in plain

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language and are readily understandable by Settlement 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 Katherine A. Bacal, *Ward-Howie v. Frontwave Credit Union* (July 18, 2024) 37-2022-00016328 (Sup. Ct. Cal. San Diego Cnty., Cal.):

The Court finds that the distribution of the Notice of the Settlement has been completed in conformity with the Court's Preliminary Approval Order. The Court finds that the Notice was the most practicable under the circumstances and provided due and adequate notice of the proceedings and of the terms of the Settlement, and fully satisfied the requirements of California Rules of Court, rules 3.766 and 3.769(f), and Due Process.

Judge Catherine C. Eagles, *Farley et al. v. Eye Care Leaders Holding, LLC* (June 27, 2024) 1:22-cv-00468 (M.D.N.C.):

The court-approved notice process was reasonable and provided the class members with adequate notice.

Judge William J. Martini, *Holden et al. v. Guardian Analytics, Inc. et al.* (June 5, 2024) 2:23-cv-2115 (D.N.J.):

The Court finds that such notice as therein ordered constituted the best practicable notice under the circumstances, apprised Settlement Class Members of the pendency of the action, gave them an opportunity to opt out or object, complied with the requirements of Federal Rule of Civil Procedure 23(c)(2), and satisfied due process under the United States Constitution, and other applicable law.

Judge Angelo J. Kappas, *Bobo et al. v. Clover Network, LLC* (May 29, 2024) 2023CH000168 (18th Jud. Cir., Cir. Ct., Dupage Cnty. Ill.):

[T]he Notice provided to the Settlement Class fully complied with the requirements of 735 ILCS 5/2-803 and due process was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.

Judge Stanley A. Bastian, *Dam v. Perkins Coie, LLP et al.* (May 23, 2024) 2:20-CV-00464 (E.D. Wash.):

The notice afforded to Class Members is adequate and sufficient to inform Class Member of their rights.

Judge Angelo J. Kappas, *Hoover et al. v. Camping World Group, LLC et al.* (May 23, 2024) 2023LA00037 (18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill.):

The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to 735 ILCS 5-2/801 and constitutes Due Process under the U.S. and Illinois Constitutions.

Judge Paul L. Maloney, *In re Hope College Data Security Breach Litigation* (May 20, 2024) 1:22-cv-01224 (W.D. Mich.):

The Court finds that the Class Notice, website, and Notice Plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, of Plaintiffs Counsel's application for an award of attorneys' fee and expenses, and of Plaintiffs' application for a Service Award associated with the Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable rules or law.

Judge Richard J. Leon, *Shaffer et al. v. George Washington University et al.* (May 13, 2024) 20-1145 (D.D.C.):

[T]he Court concludes that the notice provided to the Settlement Class...complied with the requirements of Federal Rule of Civil Procedure 23(c)(2) and was reasonably calculated under the circumstances to apprise the Settlement Class 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.

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Judge Ann M. Donnelly, *In re Canon U.S.A. Data Breach Litigation* (May 9, 2024) 1:20-cv-06239 (E.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 Magistrate Judge Sanket J. Bulsara's 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 apprise 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 or law.

Judge Christopher R. Cooper, *Qureshi et al. v. American University* (May 7, 2024) 1:20-cv-01141 (D.D.C.):

The Court further finds that the notice program approved in the Court's Preliminary Approval Order and implemented in accordance with that Order was the best practicable under the circumstances. The notice program was reasonably calculated under the circumstances to apprise the Class of (a) the pendency of the Action; (b) the Court's preliminary certification of the Settlement Class; (c) the terms of the Settlement Agreement and the Settlement Class Members' rights to opt-out of the Settlement Class or to object to the settlement; (d) and the maximum amounts of Class Counsel's expected application for attorneys' fees and request for a Service Award for the Plaintiffs. The notice program provided sufficient notice to all persons entitled to notice. The notice program satisfied all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the constitutional requirement of Due Process.

Judge Eric V. Moyé, *Patterson et al. v. DPP II LLC et al.* (April 29, 2024) DC-23-01733 (Dist. Ct of Dallas Cnty., Tex.):

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.

Judge Josephine L. Staton, *In re Hyundai and Kia Engine Litigation II* (April 26, 2024) 8:18-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 Elaine P. Lujan, *Briscoe et al. v. First Financial Credit Union* (April 25, 2024) D-202-CV-2022-02974 (2nd. Jud. Dist. Cnty. of Bernalillo, N.M.):

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 terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 1-023, applicable law, and the due process clauses of both the U.S. and New Mexico Constitutions.

Judge Eleanor L. Ross, *Sherwood et al. v. Horizon Actuarial Services, LLC* (April 2, 2024) 1:22-cv-01495 (N.D. Ga.):

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

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Judge Beth Phillips, *Niewinski et al. v. State Farm Life Insurance Company et al.* (April 1, 2024) 23-04159-CV (W.D. Mo.):

[T]he Court confirms the Class Notice was implemented in accordance with the Court's October 18, 2023 Order... The Court further confirms its prior findings that the form and substance of the Class Notice meet, and have met, the requirements of Rule 23(c) and the Due Process Clause of the United States Constitution.

Judge Beth Labson Freeman, *Prescott et al. v. Reckitt Benckiser LLC* (Mar. 28, 2024) 5:20-cv-02101 (N.D. Cal.):

The Court finds that notice has been disseminated to the Classes in compliance with the Court's Order Granting Preliminary Approval. The Court further finds that the notice given was the best notice practicable under the circumstances; constituted notice that was reasonably calculated, under the circumstances, to apprise Class members of the pendency of the action, the terms of the proposed Settlement, the right to object to or exclude themselves from the proposed Settlement, and the right to appear at the Final Approval Hearing; constituted due, adequate, and sufficient notice to all persons entitled to receive notice; fully satisfied due process; and met the requirements of Rule 23 of the Federal Rules of Civil Procedure. The Court further finds that notice provisions of 28 U.S.C. § 1715 were complied with in this case.

Judge Kimberly Fitzpatrick, *Kaether et al. v. Metropolitan Area EMS Authority D/B/A MedStar Mobile Healthcare* (Mar. 20, 2024) 342-339562-23 (Dist. Ct. Tarrant Cnty., Tex.):

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.

Judge Denise L. Cote, *In re Waste Management Data Breach Litigation* (Mar. 15, 2024) 1:21-cv-06199 (S.D. N.Y.):

The Court finds and concludes that the Postcard Notice, Detailed Notice, Claim Form, Settlement Website, and all other aspects of the Notice Program, opt-out, and claims submission procedures set forth in the Settlement Agreement fully satisfied Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, and support the Court's exercise of jurisdiction over the Settlement Class.

Judge Douglas L. Rayes, *Medina et al. v. PracticeMax, Inc.* (Mar. 14, 2024) CV-22-01261 (D. Ariz.):

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice.

Judge William H. Orrick, *In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation* (Altria Settlement) (Mar. 14, 2024) 19-md-02913 (N.D. Cal.):

Notice of the Altria Settlement was provided by: (1) direct notice via email to those Settlement Class Members for whom an email address was available; (2) direct notice via postcard mailed to those Settlement Class Members for whom a physical mailing address was available but an email address was not available; (3) publication notice of the Settlement, which comprised 409,315,597 impressions, targeted at likely Settlement Class Members served across relevant internet websites and social media platforms; and (4) publication on the settlement website. In total, the Notice Plan is estimated to have reached at least 80% of Settlement Class Members. The Court finds that the Notice Plan provided the best practicable notice to the Settlement Class Members and satisfied the requirements of due process.

Judge Aleta A. Trauger, *Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A.,* (Mar. 14, 2024) 3:23-cv-00598 (M.D. Tenn.):

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 Class Members in compliance with the requirements of Rule 23(c)(2). The Court finds that the notice program was reasonably calculated to, and did, provide due and sufficient notice to the Class of the pendency of the Action, certification of the Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their rights to object to and appear at the Final Fairness Hearing or to exclude themselves from the Settlement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

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Judge Allen Price Walker, *Sayas et al. v. Biometric Impressions Corp.*, (Mar. 6, 2024) 2020 CH 00201 (Cir. Ct. Cook Cnty. Ill.):

Notice to the Settlement Class was provided in accordance with the Court's Preliminary Approval Order, and the substance of and dissemination program for the Notice which included direct notice via U.S. Mail and email (where available), and by substitute media notification according to a targeted media campaign designed by the Settlement Administrator, and the creation of the Settlement Website . . . provided the best practicable notice under the circumstances. The Notice was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from the Settlement and to appear at the Final Approval Hearing. Therefore, the Notice was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice and fulfilled the requirements of 735 ILCS 5/2-803, due process, and the rules of the Court.

Judge Angel Kelley, *Fiorentino v. Flosports, Inc.*, (Mar. 5, 2024) 1:22-cv-11502 (D. Mass.):

The Court finds that the notice program, as set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Court's August 23, 2023 Preliminary Approval Order (Doc No. 63) and November 6, 2023 Order Granting Joint Motion for Extension of Time (Doc No. 65), satisfies the requirements of Federal Rule of Civil Procedure 23(c) and due process and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of (i) the pendency of the Action and of the Settlement, including the terms thereof; (ii) class members' rights to object to or exclude themselves from the Settlement, including the procedure for objecting to or opting out of the Settlement, and to appear at the Final Approval Hearing; (iii) contact information for Class Counsel, the Settlement Administrator, the Settlement Website, and a toll-free number to ask questions about the Settlement; (iv) important dates in the settlement approval process, including the date of the Final Approval Hearing; (v) Class Counsel's request for an award of reasonable attorneys' fees and expenses; and (vi) the Class Representative's application for a service award.

Judge David O. Carter, *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, (Mar. 4, 2024) 8:21-cv-02055 (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 this case, 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 Craig Schwall, *Mayheu et al. v. Chick-fil-A Inc.*, (Feb. 29, 2024) 2022CV365400 (Sup. Ct. Fulton Cnty., Ga.):

The Court finds that the distribution of the Class Notice and notice methodology was properly implemented in accordance with O.C.G.A. § 9-11-23(c)(2), the terms of the Agreement, and the Preliminary Approval Order. The Court finds that the Class Notice was simply written and readily understandable and that the Class Notice (a) constitutes the best notice practicable under the circumstances; (b) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class and Settlement Subclasses of the Agreement and their right to exclude themselves or object to the Agreement and to appear at the Fairness Hearing; (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (d) meets all applicable requirements of Georgia law, the Uniform Superior Court Rules, and all other applicable law and due process requirements.

Judge Sheila D. Stinson, *Nimsey v. Tinker Federal Credit Union*, (Feb. 23, 2024) CJ-2019-6084 (Dist. Ct. Oklahoma Cnty., Okla.):

The form, content, and method of dissemination of Notice given to members of the Settlement Class—individual emailed or mailed notice—were adequate and reasonable constituted the best notice practicable under the circumstances and satisfied the requirements of 12 Okla. Stat. § 12-2023(C)(4) and (E)(1) and Due Process.

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Judge Phillip A. Brimmer, Beasley et al. v. *TTEC Services Corporation; Anderson v. TTEC Services Corporation* (Feb. 21, 2024) 22-cv-00097; 22-cv-00347 (D. Col.):

[T]he Court finds that the notice given to members of the class was the best notice practicable under the circumstances, was reasonably calculated under the circumstances to apprise such members of the pendency of this action and to afford them an opportunity to object to, and meets the requirements of Rule 23 (c)(2)(B) and (e)(1).

Judge Yvonne Gonzalez Rogers, *In re PFA Insurance Marketing Litigation* (Feb. 5, 2024) 4:18-cv-03771 YGR (N.D. Cal.):

The Court finds that the relief provided to class members under the SA is fair and reasonable when considering the Rule 23(e)(2)(C) factors...

Judge Charles R. Breyer, *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Schools* (Feb. 2, 2024) 3:21-md-02996 (N.D. Cal.):

The Court finds that the notice provided to the Settlement Class pursuant to the Settlement Agreement (ECF No. 599-2) and the Preliminary Approval Order fully complied with Due Process and Rule 23, and was reasonably calculated under the circumstances to apprise the Settlement Class 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.

Judge Charles R. Breyer, *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Subdivision* (Feb. 2, 2024) 3:21-md-02996 (N.D. Cal.):

[T]he Court has considered each of the Rule 23(e) factors and finds that the Class Representatives and Class Counsel have adequately represented the Class, the settlement agreement was negotiated at arm's length, the relief provided for the Class is adequate, and the plan of allocation treats Class Members equitably relative to one another.

Judge David E Schwartz, *Stauber v. Sudler Property Management* (Jan. 22, 2024) 023LA000411 (18th Jud. Cir., Cir. Ct., DuPage Cnty., Ill.):

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 735 ILCS 5/2-801, et seq.

Judge Edward J. Davila, *Harbour et al. v. California Health & Wellness et al.* (Jan. 16, 2024) 5:21-cv-03322 (N.D. Cal.):

[T]he Court finds that the terms of the Settlement, including the awards of attorneys' fees, costs and incentive awards, is fair, adequate, and reasonable that it satisfies Federal Rule of Civil Procedures 23 (e) and the fairness and adequacy factors; and that it should be approved and implemented.

Judge Susan Illston, *Roberts v. Zuora Inc. et al.* (Jan. 16, 2024) 3:19-cv-03422 (N.D. Cal.):

The form and method of notifying the Settlement Class of the motion for attorneys' fees, litigation expenses, and a service award satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 (15 U.S.C. § 78u-4(a)(7)), due process, and all other applicable laws and rules, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Judge Leigh Martin May, *Black v. USAA Casualty Insurance Company* (Dec. 14, 2023) 1:21-cv-01363 (N.D. Ga.):

[T]he Court finds that the notice provided to Settlement Class Members (i) was the best practicable notice under the circumstances; (ii) was calculated to apprise Settlement Class Members of the pendency of the Action and their right to object to or seek exclusion from the Proposed Settlement and to appear at the final Fairness Hearing; and (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice.

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Judge Timothy McJoynt, *Jackson et al. v. Fandango Media, LLC* (Dec. 4 2023) 2023LA000631 (18th Jud. Cir. Ct., DuPage Cnty., Ill.):

The Court has determined that the notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval–including: (i) direct notice in the form of an email to Settlement Class Members for whom a valid email address is available in the Class List, containing an electronic link to the Claim Form; (ii) reminder notice via a second email thirty (30) days prior to the Claims Deadline containing an electronic link to the Claim Form; and (iii) the creation of a Settlement website . . . apprising the Settlement Class of the proposed Settlement and enabling the Settlement Class to submit Claim Forms online–fully complied with the requirements of 735 ILCS 5/2-803 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, the Settlement and Settlement Agreement, their right to object to or to exclude themselves from the Settlement and Settlement Agreement, and their right to appear at the Final Approval Hearing.

Judge Nadine Nieto, *Arevalo et al. v. USAA Casualty Insurance Company et al.* (Nov. 27, 2023) 2020-CI-16240 (Dist. Ct., Bexar County, Tex. 285th Jud. Dist.):

The Court confirms and approves, as to form and content, the Notice delivered to Settlement Class members, and finds that the Notice Program was fair, adequate, and satisfied due process. The Court finds the notice constituted the best notice practicable under the circumstances by providing individual notice to all Settlement Class Members who could be identified through reasonable effort and constituted valid and sufficient notice to all persons entitled thereto, complying fully with the requirements of due process and Texas Rule of Civil Procedure 42 (e)(1)(B).

Judge Todd Taylor, *Alexander et al. v. Salud Family Health, Inc.* (Nov. 22, 2023) 2023CV030580 (19th Dist. Ct. Greeley Cnty., Col.):

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 Colorado Rule of Civil Procedure 23(e). The Court finds that the Claims Administrator's notice fully and accurately informed Settlement Class Members about the Litigation and the existence and terms of the Settlement Agreement; advised Settlement Class Members of all terms of the Settlement; advised Settlement Class Members of their right to request exclusion from the Settlement and provided sufficient information so Settlement Class Members were able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or object to the proposed Settlement; provided procedures for Settlement Class Members to file written objections to the proposed Settlement, to appear at the Final Approval Hearing, and to state objections to the proposed Settlement; and provided the time, date, and place of the Final Approval Hearing.

Judge John R. Tunheim, *In re Cattle and Beef Antitrust Litigation* (Nov. 21, 2023) 22-3031 (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 Lawrence P. Riff, *Ross et al. v. Panda Restaurant Group, Inc.* (Nov. 20, 2023) 21STCV03662 (Sup. Ct. Cal., Cnty. of Los Angeles):

The Court finds that the distribution of the Notice of the Settlement has been completed in conformity with the Court's Preliminary Approval Order. The Court finds that the notice was the most practicable under the circumstances and provided due and adequate notice of the proceedings and of the terms of the Settlement. The Court finds that the notice fully satisfied the requirements of due process. The Court also finds that all Settlement Class Members were given a full and fair opportunity to participate in the Fairness Hearing, all Class Members wishing to be heard have been heard, and all Class Members have had a full and fair opportunity to exclude themselves from the Settlement Class.

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Judge Stephen Dries, *Fernandez et al. v. 90 Degree Benefits Wisconsin et al.* (Nov. 17, 2023) 2:22-cv-00799 (E.D. Wis.):

The Court finds that the dissemination of the Notice: (a) was 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 apprise Settlement Class Members of (i) the pendency of the Action, (ii) the effect of the proposed Settlement (including the releases to be provided thereunder), (iii) Class Counsel's motion for a Fee Award and Costs, (iv) Class Representatives' motion for a Service Award Payments, (v) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Costs, and/or Class Representatives' motion for a Service Award Payments, (vi) their right to exclude themselves from the Settlement Class, and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

Judge Joseph V. Salvi, *Gudgel et al. v. Reynolds Consumer Products, Inc. et al.* (Nov. 15, 2023) 23LA00000486 (Cir. Ct. 19th Jud. Cir., Lake 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 and constituted the best notice practicable under the circumstances, applicable law, and the due process clauses of the United States and Illinois Constitutions.

Judge Kimberly Dowling, *Sharma et al. v. Accutech Systems Corporation* (Nov. 13, 2023) 18C02-2210-CT-000135 (Cir. Ct. 2, Del. Cnty., Ind.):

The Court finds that such Notice as therein ordered was 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 Indiana Rule of Trial Procedure 23(c)(2).

Judge William T. Ridley, *Julien et al. v. Cash Express, LLC* (Nov. 9, 2023) 2022-CV-221 (Cir. Ct. Putnam Cnty. Tenn.):

The form, content, and method of dissemination of the notice given to members of the Settlement Class were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Due Process.

Judge Jennifer Barron, *Young et al. v. Military Advantage, Inc. d/b/a Military.com* (Nov. 9, 2023) 2023LA00535 (18th Jud. Dist. Cir. Ct. Dupage Cnty. Ill.):

The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval - including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive subscriber list provided by Defendant, and (ii) the creation of the Settlement Website - fully complied with the requirements of 735 ILCS 5/2-803 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class 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.

Judge Laura Scott, *Lukens v. Utah Imaging Associates, Inc.* (Nov. 8, 2023) 210906618 (3rd Dist., Salt Lake Cnty., Utah):

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 terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Utah R. Civ. P. 23, applicable law, and the due process clauses of both the U.S. and Utah Constitutions.

Judge Christopher C. Nash, *Gulf Coast Injury Center, LLC, A/A/O Jordan Rimert v. Esurance Property and Casualty Insurance Company* (Nov. 3, 2023) 21-CA-002738 (Cir. Ct. 13th Jud. Cir. Hillsborough Cnty, Fla.):

The Court hereby finds that the Notice Plan (i) constituted the best practicable notice under the circumstances; (ii) was reasonably calculated to apprise potential Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the Proposed Settlement, and to appear at the final approval hearing; and (iii) constituted due, adequate, and sufficient process and notice to all persons entitled to receive notice.

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Judge Robert R. Reed, *Gold et al. v. New York Life Insurance Co. et al.* (Oct. 26, 2023) 653923/2012 (Sup. Ct. N.Y., Cnty., NY):

The Court finds that the procedures for notifying the Class Members about the Settlement, including the Class Settlement Notice, Summary Notice of Settlement, and Advertisement via LinkedIn, as provided for in the Settlement Agreement, constituted the best notice practicable under the circumstances to all Class Members, and fully satisfied all necessary requirements of due process. Based on the evidence, arguments and other materials submitted in connection with the Fairness Hearing, the Court finds that the notice provided was adequate, due, sufficient and valid notice to Class Members.

Judge Sidney H. Stein, *Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al.* (Oct. 24, 2023) 1:15-cv-00871 (S.D.N.Y.):

The Court finds that the mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and approved by the Court in the Order dated February 15, 2023 (ECF No. 426), amended by Order dated May 16, 2023 (ECF No. 458); (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Distribution Plan, and of Class Counsel's application for an award of attorneys' fees, Incentive Award(s), and for reimbursement of expenses associated with the Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process, and any other applicable rules or law.

Judge Jennifer P. Wilson, *Banks et al. v. Allstate Fire & Casualty Insurance Company* (Oct. 23, 2023) 19-cv-01617 (M.D. Penn.):

WHEREAS the Allstate Defendants, through the Notice Agent, have served the notices required under the Class Action Fairness Act on the appropriate state and federal government officials. Id.... due and adequate notice has been given to the Settlement Class Members in satisfaction of the requirements of Rules 23(c)(2) and 23 (e)(1) of the Federal Rules of Civil Procedure and Constitutional Due Process ...

Judge Michael F. Stelzer, *Perry v. Schnuck Markets, Inc.* (Oct. 10, 2023) 2022-CC10425 (Cir. Ct. City of St. Louis, Mo.):

Notice to the Members of the Settlement Class required by Mo. R. Civ. P. 52.08(b)(3) 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 the Missouri Rules of Civil Procedure, and all other applicable laws. 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 Mo. R. Civ. P. 52.08(b)(3), applicable law, and the Due Process Clause of the United States Constitution.

Judge Eleanor L. Ross, *Dusko v. Delta Airlines, Inc.* (Oct. 5, 2023) 1:20-cv-01664 (N.D. Ga.):

The Court finds the Settlement Class received the best notice practicable under the circumstances in compliance with due process and Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

Judge Timothy S. Black, *Miranda v. Xavier University* (Oct. 3, 2023) 1:20-cv-00539 (S.D. Ohio):

Considering the notice procedures, nearly all, if not all, Class Members received notice, and the Court finds that the notice issued to class members satisfied (if not exceeded) the requirements of the federal rules and due process.

Judge R. Barclay Surrick, J., *Checchia v. Bank of America, N.A.* (Sept. 21, 2023) 2:21-cv-03585 (E.D. Penn.):

Notice to the Class required by Rule 23(d) of the Federal Rules of Civil Procedure' has been provided in accordance with the Court's Preliminary Approval Order, entered February 16, 2023, and such Notice by mail and publication has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Rule 23(e) and due process. Notice of Settlement was

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timely mailed to governmental entities as provided for in 28 U.S.C. § 1715.

Judge William H. Orrick, *In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation* (Juul Settlement) Sept. 19, 2023) 19-md-02913 (N.D. Cal.):

The Court also approved the appointment of Epiq as the Claims Administrator based on representations of Epiq's qualifications and experience and an outline of administrative and communication services to be provided to class members... The record establishes that the Class Settlement Administrator served the required notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the documentation required by 28 U.S.C. § 1715(b)(1)-(8). ECF No. 3742.

Judge Richard G. Stearns, *Ambrose et al v. Boston Globe Media Partners, LLC* (Sept. 8, 2023) 1:22-cv-10195 (D. Mass.):

The notice provided to the Settlement Class pursuant to the Settlement Agreement (ECF No. 51) and order granting Preliminary Approval (ECF No. 52)-including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive subscriber list provided by Defendant, and (ii) the creation of the Settlement Website -fully complied with the requirements of Fed. R. Civ. P. 23 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class 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... The Court finds that Defendant properly and timely notified the appropriate government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant's notice, and finds that it complied with all applicable requirements of CAFA. Further, more than ninety (90) days have elapsed since Defendant provided notice pursuant to CAFA and the Final Approval Hearing.

Judge Matthew P. Brookman, *In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation* (Aug. 21, 2023) 3:21-cv-00007 (S.D. Ind.):

The notice given to the Class was the best notice practicable under the circumstances. Said notice 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 due process.

Judge David B. Atkins, *King et al. v. PeopleNet Corporation* (Aug. 10, 2023) 2021-CH-01602 (Cir. Ct. Cook 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 William F. Highberger, *Holly Wedding et al. vs. California Public Employees' Retirement System et al.* (July 28, 2023) BC517444 (Sup. Ct. Cnty of Los Angeles, Cal.):

The Court finds and determines that this notice procedure afforded adequate protections to all members of the Settlement Class including those who requested exclusion and provides the basis for the Court to make an informed decision regarding approval of the Second Settlement based on the responses of the Settlement Class. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

Judge James Donato, *In re Robinhood Outage Litigation* (July 18, 2023) 3:20-cv-01626 (N.D. Cal.):

The Court finds that the Long Form Notice and the Notice Plan including a combination email and physical mail to Settlement Class Members based on Robinhood's records, a social media campaign, and a dedicated website, was implemented in accordance with the Preliminary Approval Order and (a) constituted the best practicable notice under the circumstances; (b) constituted notice that is appropriate, in a manner, content, and format reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and the effect of the Settlement (including the releases contained therein); their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Class Counsel's Motion for Attorneys' Fees and Expenses and Service Awards; their right to exclude themselves from the Settlement Class; and their right to appear at the Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to receive

notice; and (d) 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. These combined efforts directly reached approximately 99% of the identified Settlement Class members.

Judge Antonio Arzola, *Hrebenar v. Davis Yulee LLC, d/b/a Davis Chrysler Dodge Jeep Ram of Julee* (July. 18, 2023) 2023-001405-CA-01 (11th Jud. Cir. Ct. Miami-Dade Cnty., Fla.):

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 Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law. (b) 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 Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable laws.

Judge Rodolfo A. Ruiz II, *Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al.* (July. 8, 2023) 21-CIV-61275 (S.D. Fla.):

The Notice was provided to Class Members in accordance with the plan approved in the Court's Order Certifying Settlement Class and Granting Preliminary Approval of Class Action Settlement and Notice Program…Under these circumstances, the Court finds the Notice fairly apprised the Class of the proposed settlement terms and of the options open to them…The Court finds the Notice was the best practical, and the response and claims rates are within the acceptable range for final approval.

Judge William M. Skretny, *Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown* (June 13, 2023) 1:22-cv-00309 (W.D.N.Y.):

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. (b) The Court finds that the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, et seq ("CAFA"), including all notice requirements therein, have been met.

Judge Jesse M. Furman, *Dickens et al. v. Thinx, Inc.* (June 8, 2023 1:22-cv-04286 (S.D.N.Y.):

The form and methods of notifying the Settlement Class of the terms and conditions of the proposed Settlement Agreement met the requirements of Fed R. Civ. P. 23, due process, and any other applicable law, and constituted the best notice practicable under the circumstances. Further, the settlement administrator, Epiq, on behalf of Defendant, caused timely notice of the Settlement and related materials to be sent to the Attorney General of the United States and the Attorneys General of all U.S. states, territories, and the District of Columbia pursuant to the Class Action Fairness Act of 2005 ("CAFA"). The Court finds that such notification complies fully with the applicable requirements of CAFA.

Judge Ed Kinkeade, *Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al.* (June 6, 2023) 3:20-cv-03424 (N.D. Tex.):

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 terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Fed. R. Civ. P. 23, applicable law, and the due process clause of the U.S. Constitution.

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Judge James C. Dever, III, *Silva et al v. Connected Investors, Inc.* (June 2, 2023) 7:21-cv-00074 (E.D.N.C.):

The Court finds that the distribution of the Class Notice…(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.

Judge Charles S. Treat, *Service et al. v Volkswagen Group of America et al.* (May 31, 2023) c22-01841 (Sup. Ct. Cal. Cnty. of Contra Costa):

Class Notice was provided to the Class in accordance with the Preliminary Approval Order and satisfied the requirements of due process, California Code of Civil Procedure section 382 and rule 3.766 of the California Rules of Court and: (a) provided the best notice practicable; and (b) was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Action, the terms of the settlement, their right to appear at the Final Approval Hearing, their right to object to the settlement, and their right to exclude themselves from the settlement. The Court finds that the Notice Plan set forth in the SA 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 the Action, certification of the Settlement Class, the terms of the SA, and the Final Approval Hearing, and satisfies the requirements of California law and due process of law.

Judge Erin B. O'Connell, *McCullough v. True Health New Mexico, Inc.* (May 30, 2023) d-202-cv-2021-06816 (2nd Dist. Ct, N.M):

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 terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 1-023, applicable law, and the due process clauses of both the U.S. and New Mexico Constitutions.

Judge Greg Hill, *Meier v. Prosperity Bank* (May 23, 2023) 109569-CV (239th Jud. Dist., Brazoria Cnty., Tex.):

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 Thomas L. Ludington, *Thomsen et al. v. Morley Cos, Inc.* (May 12, 2023) 1:22-cv-10271 (E.D. Mich.):

Class notice was sent as ordered, the time for objections passed, and a final-approval hearing was held to determine whether the Agreement is "fair, reasonable, and adequate" under Rule 23(e)(2) on April 19, 2023…In sum, the Settlement Agreement and Class Notice satisfy all the relevant factors.

Judge Roseann A. Ketchmark, *Rogowski et al. v. State Farm Life Insurance Company et al.* (April 18, 2023) 4:22-cv-00203 (W.D. Mo.):

[T]he Court confirms the Class Notice was implemented in accordance with the Court's December 16, 2022 preliminary approval order.... The Court further confirms its prior findings that the form and substance of the notice meet, and have met, the requirements of Rule 23(c) and the Due Process Clause of the United States Constitution.

Judge Gregory W. Pollack, *In re Scripps Health Data Incident Litigation* (April 7, 2023) 37-2021-00024103 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that…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 Action, the terms of the Settlement including its release of Released Claims, 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 Approval Hearing (either on their own or through counsel

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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 entitled to receive notice; and (iv) fully satisfied the requirements of California Code of Civil Procedure § 382, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Christopher C. Conner, *Chapman v. Insight Global LLC.* (April 6, 2023) 1:21-cv-00824 (M.D. Penn.):

The Court finds that the distribution of the mail and publication Notices to Class Members as set forth in the Declaration of Claims Administrator was in compliance with the Court's October 27, 2022 Order approving the proposed class notices and notice plan, and that notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rule of Civil Procedure 23 and due process...Defendant has provided notice of the settlement to the appropriate government officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

Judge William P. Dimitrouleas, *South et al. v. Progressive Select Insurance Company* (March 31, 2023) 19-21760-CIV (S.D. Fla.):

The 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 Douglas R. Cole, *Middleton et al. v. Liberty Mutual Personal Insurance Company et al.* (Mar. 15, 2023) 1:20-cv-00668 (S.D. Ohio):

The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Classes.

Judge Jennifer P. Wilson, *Miller v. Bath Saver, Inc. et al.* (Mar. 6, 2023) 1:21-cv-01072 (M.D. Penn.):

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 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.

Judicial Quotes

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.

Judicial Quotes

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. Cnty. of San Bernadino, Cal. & Sup. Ct. Cnty. of San Francisco, Cal.):

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.

Judicial Quotes

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 ....

Judicial Quotes

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.):

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.

Judicial Quotes

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 . . . As of October 18, 2021, there were 2,639 visitors to the website and 4,428 website pages presented.

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 . . . 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 . . . As of November 10, 2021, 169,404 of those class members successfully received notice.

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. Cnty. of San Francisco, Cal.):

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 ....

Judicial Quotes

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.

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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

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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 . . . 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.

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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

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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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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).

Judicial Quotes

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 . . ., 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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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."

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.

Judicial Quotes

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., 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 . . . 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.

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.

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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 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, 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

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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 … 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 … 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.

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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 Noticing Cases

Epiq Legal Noticing has served as a notice expert for planning, implementation and/or analysis in the following cases (this is a partial list of cases):

Case Name	Court & Case No.
Beauford v. The Johns Hopkins Hospital, Inc. et al. (Pixel)	Cir. Ct. Baltimore Cnty., No. C-03-CV-23-000501
Doe v. Clinivate, LLC	Sup. Ct. Cnty. of Contra Costa, Cal., No. C22-01620
Barletti et al. v. Connexin Software, Inc. d/b/a Office Practicum (Data Breach)	E.D. Penn., No. 2:22-cv-04676
Guy et al. v. Convergent Outsourcing, Inc. (Data Breach)	W.D. Wash., No. 2:22-cv-01558
Farley et al. v. Eye Care Leaders Holding, LLC (Data Breach)	M.D.N.C., No. 1:22-cv-00468
In re Wright & Filippis, LLC Data Security Breach Litigation	E.D. Mich., No. 2:22-cv-12908
Holden et al. v. Guardian Analytics, Inc. et al. (Data Breach)	D.N.J., No. 2:23-cv-2U5
Bobo et al. v. Clover Network, LLC (TCPA)	18th Jud. Cir., Cir. Ct., Dupage Cnty. Ill., No. 2023CH000168
Dam v. Perkins Coie, LLP et al. (Crypto)	E.D. Wash., No. 2:20-CV-00464
Hoover et al. v. Camping World Group, LLC et al. (Data Breach)	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00037
In re Hope College Data Security Breach Litigation	W.D. Mich., No. 1:22-cv-01224
Shaffer et al. v. George Washington University et al. (Tuition Fees)	D.D.C., No. 20-1145
In re U.S. Vision Data Breach Litigation	D.N.J., No. 1:22-cv-06558
Qureshi et al. v. American University (Tuition Fees)	D.D.C., No. 1:20-cv-01141
In re Canon U.S.A. Data Breach Litigation	E.D.N.Y., No. 1:20-cv-06239
Patterson et al. v. DPP II LLC et al. (Data Breach)	Dist. Ct of Dallas Cnty., Tex., No. DC-23-01733
In re Hyundai and Kia Engine Litigation II	C.D. Cal, No. 8:18-cv-02223
Perez et al. v. Discover Bank (Alienage & Immigration Status Discrimination - Civil Rights for Loans)	N.D. Cal., No. 3:20-cv-06896
In re Google Location History Litigation	N.D. Cal., No. 5:18-cv-05062
Finn and Contristano v. Empress Ambulance Services, Inc. (Data Breach)	Sup. Ct. N.Y., Cnty. of Westchester, No. 61058/2023
Ward-Howie v. Frontwave Credit Union (Bank Fees)	Sup. Ct. Cal. San Diego Cnty., Cal., No. 37-2022-00016328
Morrow et al. v. Navy Federal Credit Union (Bank Fees)	E.D. Va., No. 1:21-cv-00722
In re Goodman Campbell Brain and Spine Data Incident Litigation	Ind. Comm. Ct., No. 49D01-2207-PL-024807
Healy et al. v. Reiter Affiliated Companies, LLC (Data Breach)	Sup. Ct. Cal., Cnty. of Monterey, No. 22-cv-003056
Wells Fargo Bank, N.A. v. Agak (Bank Fees)	Sup. Ct. Cnty. of Ventura, Cal., No. 56-2017-00500587-CL-CL-VTA

Legal Noticing Cases

Case Name	Court & Case No.
Crema v. Apple Inc. and Apple Canada Inc. (Apple iPhone 6, 6 Plus, 6s, 6s Plus, SE, 7 or 7 Plus Smartphone, iPhone Power Management Settlement; Product Defect)	Sup. Ct. of B.C., No. S188008
Lara v. Lubbock Heart Hospital, LLC, dba Lubbock Heart & Surgical Hospital (Data Breach)	N.D. Tex., No. 5:23-cv-00036
Hu et al. v. BMW of North America LLC et al. (Product Liability Auto Emissions)	D.N.J., No. 2:18-cv-04363
Williams et al. v. Tallahassee Memorial Healthcare, Inc. (Data Breach)	2nd Jud. Cir. Ct., Leon Cnty. Fla., No. 2023 CA 001430
Doe v. Lima Memorial Hospital et al. (Pixel)	Ct. of Common Pleas Allen Cnty. Ohio, No. CV2022 0490
Mikulecky et al. v. Lutheran Social Services of Illinois (Data Breach)	Cir. Ct. Cook Cnty. Ill., No. 2023-CH-00895
In re Lipitor Antitrust Litigation (End Payors - TPPs & Consumers) (Antitrust)	D.N.J., No. 3:12-cv-2389; MDL. 2332
In re American Financial Resources, Inc. Data Breach Litigation	D.N.J., No. 2:22-cv-01757
Lemar Agnew v.Foris DAX, Inc. d/b/a Crypto.com (Cryptocurrency BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2024-CH-00435
Domitrovich et al. v. M.C. Dean, Inc. (Data Breach)	E.D. Vir., No. 1:23-cv-00210
Moradpour v. Velodyne Lidar, Inc. et al. (Securities)	N.D. Cal., No. 3:21-cv-01486
Guy et al. v. Convergent Outsourcing, Inc. (Data Breach)	W.D. Wash., No. 2:22-cv-01558
Briscoe et al. v. First Financial Credit Union (Data Breach)	2nd. Jud. Dist. Cnty. of Bernalillo, N.M., No. D-202-CV-2022-02974
Niewinski et al. v. State Farm Life Insurance Company et al. (Universal Life Insurance Policies)	W.D. Mo., No. 23-04159-CV
Sherwood et al. v. Horizon Actuarial Services, LLC (Data Breach)	N.D. Ga., No. 1:22-cv-01495
Prescott et al. v. Reckitt Benckiser LLC (False Advertising)	N.D. Cal, No. 5:20-cv-02101
Kaether et al. v. Metropolitan Area EMS Authority D/B/A MedStar Mobile Healthcare (Data Breach)	Dist. Ct. Tarrant Cnty., Tex. No. 342-339562-23
In re Waste Management Data Breach Litigation	S.D. N.Y., No. 1:21-cv-06199
Medina et al. v. PracticeMax, Inc. (Data Breach)	D. Ariz., No. CV-22-01261
Cavanaugh et al. v. Grenville Christian College et al.	Sup. Ct. of Justice – Ontario, No. 08-CV-347100-00
Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A. (Data Breach)	M.D. Tenn., No. 3:23-cv-00598
Sayas et al. v. Biometric Impressions Corp. (BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2020 CH 00201
Nimsey v. Tinker Federal Credit Union (Overdraft Fees)	Dist. Ct. Oklahoma Cnty., Okla., No. CJ-2019-6084
Fiorentino v. Flosports, Inc. (VPPA)	D. Mass., No. 1:22-cv-11502
Nielsen v. Walt Disney Parks and Resorts U.S., Inc., (Consumer False Advertising)	C.D. Cal, No. 8:21-cv-02055

Legal Noticing Cases

Case Name	Court & Case No.
Mayheu et al. v. Chick-fil-A Inc. (Delivery Fees & Menu Prices)	Sup. Ct. Fulton Cnty., Ga., No.2022CV365400
Arevalo et al. v. USAA Casualty Insurance Company et al. (Consumer)	Dist. Ct., Bexar County, Tex. 285th Jud. Dist, No. 202-CI-16240
In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation All School District	N.D. Cal., No. 3:21-md-02996-CRB
In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Subdivision	N.D. Cal., No. 3:21-md-02996-CRB
Beasley et al. v. *TTEC Services Corporation; Anderson v. TTEC Services Corporation* (Data Breach)	D. Col, No. 22-cv-00097; No. 22-cv-00347
In re PFA Insurance Marketing Litigation	N.D. Cal, No. 4:18-cv-03771 YGR
Stauber v. Sudler Property Management (Data Breach)	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill, No. 2023LA000411
In re Accellion, Inc. Data Breach Litigation Accellion; Harbour et al. v. California Health & Wellness et al. (Health Net)	N.D. Cal., MDL 3002, No. 5:21-CV-01155; 5:21-cv-03322-EJD
Roberts et al. v. Zuora Inc. et al. (Securities)	N.D. Cal., No. 3:19-cv-03422
Black v. USAA Casualty Insurance (Auto Insurance)	N.D. Ga., No. 1:21-cv-01363
Alexander et al. v. Salud Family Health, Inc.	19th Dist. Ct. Greeley Cnty., Col., No. 2023CV030580
Jackson et al. v. Fandango Media, LLC (VPPA)	18th Jud. Cir. Ct. Dupage Cnty., Ind., No. 2023LA000631
In re Cattle and Beef Antitrust Litigation	D.Minn., No. 22-3031
Ross et al. v. Panda Restaurant Group, Inc.	Sup. Ct. Cal., Cnty of Los Angeles, No. 21STCV03662
Fernandez et al. v. 90 Degree Benefits Wisconsin et al.	E.D. Wis., No. 2:22-cv-00799
Gudgel et al. v. Reynolds Consumer Products, Inc. et al.	Cir. Ct. 19th Jud. Cir., Lake Cnty, Ill., No. 23LA00000486
Julien et al. v. Cash Express, LLC (Data Breach)	Cir. Ct. Putnam Cnty., Tenn., No. 2022-CV-221
Sharma et al. v. Accutech Systems Corporation (Data Breach)	Cir. Ct. 2, Del. Cnty, Ind., No. 18C02-2210-CT-000135
Young et al. v. Military Advantage, Inc. d/b/a Military.com	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00535
Lukens v. Utah Imaging Associates, Inc.	3rd Dist. Ct., Salt Lake Cnty., Utah, No. 210906618
Miranda v. Xavier University (Tuition)	S.D. Ohio, No. 1:20-cv-00539
Holly Wedding et al. vs. California Public Employees' Retirement System et al. (Calpers II Settlement)	Sup. Ct. Cnty of Los Angeles, Cal., No. BC517444
Hrebenar v. Davis Yulee LLC, d/b/a Davis Chrysler Dodge Jeep Ram of Julee (Florida Telephone Solicitation Act)	11th Jud. Cir. Ct. Miami-Dade Cnty., Fla., No. 2023-001405-CA-01
Gulf Coast Injury Center, LLC, A/A/O Jordan Rimert v. Esurance Property and Casualty Insurance Company (Property and Casualty Insurance)	Cir. Ct. 13th Jud. Cir. Hillsborough Cnty, Fla., No. 21-CA-002738
Perry v. Schnuck Markets, Inc. (Consumer Product)	Cir. Ct. City of St. Louis, Mo., No. 2022-CC10425

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Gold et al. v. New York Life Insurance Co. et al. (FLSA Wage / Overtime)	Sup. Ct. N.Y., Cnty of New York, No. 653923/2012
Banks et al. v. Allstate Fire & Casualty Insurance Company (Auto Insurance PIP)	M.D. Penn., No. 19-cv-01617
Dyck v. Tahoe Resources, Inc. (Securities)	Sup. Ct. of Justice – Ontario, No. CV-18-00606411-00CP
Ambrose et al. v. Boston Globe Media Partners, LLC. (VPPA)	D. Mass., No. 1:22-cv-10195
King et al. v. PeopleNet Corporation (Undisclosed Data Collection)	Cir. Ct. Cook Cnty., Ill., No. 2021-CH-01602
South et al. v. Progressive Select Insurance Company (Automobile Total Loss)	S.D.Fla., No. 19-21760-CIV
Paris et al. v. Progressive American Insurance Company et al. (Automobile Total Loss)	S.D.Fla., No. 19-21761-CIV
Silva et al. v. Connected Investors, Inc. (TCPA)	E.D.N.C., No. 7:21-cv-00074
In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation (Juul and Altria Settlements)	N.D. Cal., No. 19-md-02913
Dusko v. Delta Airlines, Inc. (Airline Ticket Refunds)	N.D. Ga., 1:20-cv-01664
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 Hyundai and Kia Engine Litigation II	C.D. Cal., No. 8:18-cv-02223
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
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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 LLC. (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
Walker v Highmark BCBSD Health (TCPA)	W.D. Penn., No. 20-cv-01975
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

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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
Churchill et al. v. Bangor Savings Bank (Overdraft)	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
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
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

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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
Cochran et al. v. The Kroger Co. et al. (Data Breach)	N.D. Cal., No. 5:21-cv-01887
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
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

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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
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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

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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
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Ciuffitelli et al. v. Deloitte & Touche LLP et al.	D. Ore., No. 3:16-cv-00580
In re Wells Fargo Collateral Protection Insurance Litigation	C.D. Cal., No. 8:17-ml-02797
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

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Coffeng et al. v. Volkswagen Group of America, Inc.	N.D. Cal., No. 17-cv-01825
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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
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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
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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
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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
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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

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Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
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
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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
Zaklit et al. v. Nationstar Mortgage LLC et al. (TCPA)	C.D. Cal., No. 5:15-cv-02190
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
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
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

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37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-09924
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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
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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
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Gergetz v. Telenav, Inc. (TCPA)	N.D. Cal., No. 5:16-cv-04261
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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
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
Vergara et al., v. Uber Technologies, Inc. (TCPA)	N.D. Ill., No. 1:15-cv-06972
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
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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
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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
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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
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., No. 1:12-cv-02871

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Childs et al. v. Synovus Bank et al., as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
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
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
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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
Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)	Ark. Cir. Ct., No. 60CV03-4661
Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056

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Evans et al. v. TIN, Inc. et al. (Environmental)	E.D. La., No. 2:11-cv-02067
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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
Gwiazdowski v. County of Chester (Prisoner Strip Search)	E.D. Pa., No. 2:08-cv-04463

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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
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Vereen v. Lowe's Home Centers (Defective Drywall)	Ga. Super. Ct., No. SU10-cv-2267B
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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
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In re Countrywide Customer Data Breach Litigation	W.D. Ky., MDL No. 1998
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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