

**THE CIRCUIT COURT OF BARBOUR COUNTY
STATE OF ALABAMA**

**TANGELA WILLIAMS, NANCY
BURR, MICHAEL GOOLSBY,
VALERIE JOHNSON, ELAYNE
SMITH, individually and on behalf of
all others similarly situated as
defined herein,**

Plaintiffs,

v.

**FAMILY DOLLAR STORES, LLC,
f/k/a FAMILY DOLLAR STORES, INC.
Defendants.**

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CASE NO.: CV-2021-900022.00

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT AND CONDITIONAL CLASS CERTIFICATION**

Plaintiffs Tangela Williams, Nancy Burr, Michael Goolsby, Valerie Johnson, and Elayne Smith (collectively, "Plaintiffs") hereby files the following Unopposed Motion for Preliminary Approval of Settlement and for Conditional Class Certification. In support of their motion, Plaintiffs rely upon the exhibits attached hereto and this incorporated Memorandum of Law, and state as follows:

I. INTRODUCTION

Plaintiffs respectfully move this Court to enter an Order conditionally certifying a proposed Settlement Class, for purposes of settlement only, and preliminarily approving the Settlement Agreement between the Parties.¹ The Settlement is the product of arms-length negotiations occurring for two (2) years, and also with the assistance at times of a highly experienced and respected mediator, Phil Adams. The proposed Settlement Agreement, if approved by the Court,

¹ The Settlement Agreement and its accompanying exhibits are attached to this Motion as Exhibit A.

would fully and conclusively resolve all Plaintiffs' claims against Defendant on a national class-wide basis.

Plaintiffs respectfully submit that the Court grant preliminary approval of the proposed Settlement because it addresses the reasonable objectives of the litigation without the uncertainty class members would otherwise face in continued litigation. Further, the proposed Settlement is well within the bounds of what is fair, reasonable, and adequate. Finally, notice is proper under Rule 23(e), and the proposed Settlement Class meets all the requirements for certification for purposes of settlement under Rule 23(a) and (b)(3).

For the reasons stated herein, Plaintiffs respectfully request that the Court enter an Order preliminarily approving the Settlement; certifying the Class for settlement purposes only; appointing Class Counsel and Class Representatives to represent the Class; approving dissemination of Notice of the Settlement to the Class; establishing deadlines for Class Members to opt-out or object to the Settlement; and setting a Final Approval hearing at which the Court will evaluate whether the proposed settlement is fair, reasonable, and adequate, and consider a separate Motion for Attorney's Fees and Reimbursement of Expenses and Class Representative Service Awards.

II. BACKGROUND

A. History of the Litigation

In their action, Plaintiffs allege that Defendant (and its subsidiary entities) deceptively and unlawfully labeled, packaged, and marketed certain ground coffee Products² as containing enough coffee such that it "makes up to [a certain number] of cups." *See generally*, First Amended Complaint. According to Plaintiffs, contrary to this representation on the label, the Products do not

² Those Products are defined in the Settlement Agreement.

contain enough ground coffee to make the stated number of cups when following the brewing instructions on the Product label. *Id.* Plaintiffs' First Amended Complaint alleges claims for breach of express and implied warranties, breach of contract, violations of state deceptive trade practices/consumer protection statutes, false advertising, fraud and suppression, negligence, unjust enrichment, and equitable relief.³ Defendant contests these allegations and claims.

Plaintiff in this action, Tangela Williams, filed her Class Action Complaint on April 30, 2021, against Defendant Family Dollar Stores, Inc. (now Family Dollar Stores, LLC) and Family Dollar Stores of Alabama, LLC, individually and on behalf of a class of Persons who purchased the Products⁴ in Alabama between April 30, 2019, and April 29, 2021. Family Dollar moved to dismiss the Alabama action, and oral argument was heard on Family Dollar's motion to dismiss, which was denied by the court in the Alabama action.

Plaintiff Nancy Burr filed a separate Class Action Complaint against Family Dollar Stores, Inc. (now Family Dollar Stores, LLC) and Family Dollar Stores of Florida, LLC, on May 14, 2021, and an amended complaint on April 4, 2022, in the Circuit Court for the Fifth Judicial Circuit in and for Hernando County, Florida, styled *Nancy Burr v. Family Dollar Stores, Inc. and Family Dollar Stores of Florida, LLC*, No. 21000378CAAXMX (Cir. Ct. 5th. Jud. Cir., Hernando Cty., Fla.), individually and on behalf of a class of Persons who purchased the Products in Florida between May 14, 2019, and May 13, 2021. Family Dollar moved to dismiss the Florida action and, following oral argument, the court denied Family Dollar's motion to dismiss in the Florida action.

³ Prior to filing Plaintiffs' action, Class Counsel thoroughly investigated the facts and claims, including testing of the Products' quantities and servings, consultation with an expert in consumer behavior and retail marketing, review of publicly available information, interviews with other coffee consumers and Family Dollar shoppers, and legal research regarding state law claims, remedies, and class certification.

⁴ "Products" and other defined terms are defined in the Settlement Agreement.

Plaintiff Michael Goolsby filed a separate Class Action Complaint against Family Dollar Stores of Texas, LLC, on October 4, 2022, in the District Court of Travis County, Texas, styled *Michael Goolsby v. Family Dollar Stores of Texas, LLC*, No. D-1-GN-22-005438 (Dist. Ct. Travis Cty., Tex., 126th Jud. Dist.), individually and on behalf of a class of Persons who purchased the Products in Texas between October 4, 2020, and October 3, 2022. Plaintiff Valerie Johnson filed a separate class action complaint against Family Dollar Stores of Georgia, LLC, on January 7, 2021, in the Superior Court of Peach County, Georgia, styled *Valerie Johnson v. Family Dollar Stores of Georgia, LLC*, No. 21-V-0003 (Super. Ct. Peach Cty., Ga.), individually and on behalf of a class of Persons who purchased the Products in Georgia between January 6, 2019, and January 7, 2021. Plaintiff Elayne Smith filed a separate class action complaint against Family Dollar Stores of Tennessee, LLC, on March 21, 2022, and an amended complaint on November 11, 2022, in the Circuit Court of Knox County, Tennessee, styled *Elayne Smith v. Family Dollar Stores of Tennessee, LLC*, No. 2-75-22 (Cir. Ct. Knox Cty. Tenn.), individually and on behalf of a class of Persons who purchased the Products in Tennessee between March 21, 2020, and March 20, 2022. All Plaintiffs in these cases (collectively the “Actions”) are represented by the same counsel. All actions are premised on the same facts and generally assert the same claims.

B. Settlement Negotiations

In the summer of 2022, counsel for the Parties began discussing the possibility of exploring settlement. These discussions were prompted by the Parties’ desire to avoid the expense, uncertainties, and burden of protracted litigation. To facilitate those discussions, Defendant provided Class Counsel with relevant information regarding the Products, sales figures, and the scope of the Class and its membership. After analysis of this information and several discussions,

counsel for the Parties began to have preliminary talks about a general framework for a potential classwide settlement.

The Parties ultimately elected to schedule a mediation and chose Phil Adams as the mediator. Mr. Adams is a highly skilled and well-respected mediator in Alabama. On July 13, 2022, the Parties and their counsel conducted a full-day mediation with the input, assistance, and oversight of Mr. Adams. At all times, the negotiations were arms-length, adversarial, and free of collusion. Throughout the mediation, the Parties exchanged numerous offers and counter-offers, and negotiated the points of each vigorously. Although the parties did not reach a resolution at the mediation, the parties did make substantive progress in settlement discussions and negotiations.

Following mediation, the parties continued to engage in meaningful and productive settlement discussions and negotiations, including the exchange of various offers and counter-offers. Each aspect of the class relief and other settlement components were negotiated vigorously and at arm's length. After several months of negotiations and multiple rounds of offers and counter-offers, the Parties ultimately reached an agreement in principle on relief to settlement class members.

It was only after the Parties reached an agreement on the substantive relief to the Class that they turned to any discussion of attorneys' fees and class representative service awards. Again, all negotiations were conducted at arms-length.

After many months of negotiations, the Parties reached an agreement on the material terms of a class settlement that would resolve this matter on a nationwide basis. In early 2024, the Parties reached an agreement in principle as to all material terms of the class-wide Settlement that was negotiated.

Thereafter, the Parties began memorializing, negotiating, and finalizing the details of the Settlement Agreement. This began another round of discussions and negotiations in which each aspect of the Settlement Agreement was addressed. Counsel for the Parties worked with one another in drafting, editing, and finalizing the full Settlement Agreement and its exhibits. Numerous conferences and exchange of drafts occurred between counsel before the full Settlement Agreement was finalized. Further, before the final Settlement Agreement was executed, the Parties exchanged additional confirmatory discovery pertinent to the Settlement.

On November 11, 2024, the Parties executed the final Settlement Agreement. The Parties only reached settlement after engaging in a significant exchange of information, formal and informal discovery, and arms-length negotiations occurring over a period of nearly two (2) years, as well as a full-day mediation with mediator Phil Adams. Plaintiffs' objectives in filing the Action were to remedy the allegedly deceptive representations made on Defendant' labeling and to provide relief to Settlement Class Members for the alleged misrepresentations. (*See generally*, First Amended Complaint). Through the Settlement Agreement, Plaintiffs have achieved both objectives - - - providing meaningful relief for the Settlement Class Members, especially in light of the substantial risks the Parties would face if the Action progressed. Class Counsel believe the Settlement confers meaningful benefits upon the Settlement Class Members. Class Counsel have evaluated the Settlement and believe it is fair, reasonable, and adequate to resolve Plaintiffs' grievances and is in the best interest of the Settlement Class.

III. THE TERMS OF THE PROPOSED SETTLEMENT

The Settlement Agreement defines the Settlement Class, describes the Parties' agreed-upon Settlement relief, and proposes a plan for disseminating notice to the Settlement Class members.

A. Certification of the Settlement Class

Under the Settlement Agreement, the Parties agree to seek certification of a nationwide Settlement Class defined as follows:

All Persons who purchased any Products in the United States at a store operated by Defendants or their parents, subsidiaries, or affiliates during the Class Period.

Agr. ¶ 248. Excluded from the Settlement Class are: (a) Persons who purchased or acquired any Products for resale; (b) the Released Parties; (c) all Persons who file a timely and valid Opt-Out; (d) Plaintiffs' counsel and Defendant's counsel; (e) federal, state and local governments; and (f) the judicial staff and courtroom staff overseeing the Action. *Id.*

B. Relief for the Members of the Settlement Class

The Settlement Agreement negotiated on behalf of Plaintiffs and the Settlement Class provides for both retroactive and prospective relief.

The Settlement Agreement provides for a Maximum Settlement Amount of \$800,000 in the aggregate. Agr. ¶ 2.25. This consideration is available to pay for valid claims, notice and settlement administration costs, attorneys' fees and expenses, and any service awards approved by the Court.

The Settlement Agreement provides Settlement Class Members who submit a timely and valid claim form with coffee product vouchers in satisfaction of consumer claims. Specifically, Family Dollar will issue vouchers redeemable for a 9.6-ounce container of Chestnut Hill Ground Coffee to satisfy valid claims. These coffee product vouchers are available to class members without providing proof of purchase. Agr. ¶ 5.2.

The Settlement Agreement also provides for programmatic/injunctive relief. In sum, Defendant will have the option of either removing the Challenged Language from the labeling of

the Products or revise it consistent with verified testing results from a reputable third-party laboratory. Agr. ¶ 5.1.

3. Release

The release is tailored to the claims that have been pled or could have been pled in this case. Agr. ¶ 12.2. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release all claims, whether known or unknown, against Defendant and its subsidiaries. *Id.*

C. Service Awards and Attorneys' Fees and Expenses

Defendant has agreed not to oppose an application for payment of Class Representative Service Awards of up to \$2,000 to each Class Representative to compensate them for the actions they took in their capacities as class representatives. *Id.* at ¶ 7.3. The Service Awards are to come out of the \$800,000 Maximum Settlement Amount. *Id.*

Defendant has also agreed not to oppose an Attorneys' Fees and Costs/Expenses award of up to \$267,000. *Id.* at ¶ 7.1.⁵ Class counsel believes that this amount constitutes fair and reasonable compensation for Class Counsel's work in the litigation.

D. Settlement Notice

The Settlement Agreement proposes that the Court appoint Epiq Class Action & Claims Solutions, Inc. ("Epiq") to administer the notice process and outlines the forms and methods by which notice of the Settlement Agreement will be given to the Settlement Class Members, including notice of the deadlines to opt-out of, or object to, the Settlement. Agr. ¶ 2.47.

⁵ Plaintiffs will file a separate Motion for Attorneys' Fees, and Reimbursement of Expenses and Class Representative Service Awards 14 days prior to the deadline for Settlement Class Members to exclude themselves or object to the Settlement.

In terms of the methods of notice, direct notice to the Settlement Class Members is not possible, as there is no comprehensive record of the identity of purchasers of Defendant' Products. As a consequence, the Parties developed a robust notice program⁶ with the assistance of Epiq that includes: (1) targeted digital advertising on search engines, social media, and consumer websites; (2) a widespread digital notice plan; (3) a dedicated Settlement Website through which Settlement Class Members can submit a claim, obtain more detailed information about the Settlement, and access case documents; and (4) a toll-free telephone helpline through which Settlement Class Members can obtain additional information about the Settlement and request the Class Notice and/or a Claim Form. The Notice Plan has been designed to reach an estimated 70% of the target audience with a frequency of 2.2x across all media tactics.

Under the Settlement Agreement, the Settlement Website will provide links to Settlement-related and case-related documents such as the Settlement Agreement, the Long-Form Notice, and the Preliminary Approval Order. *Id.* at ¶ 8.3. The Settlement Website will also include procedural information regarding the status of the Court approval process, such as announcements of the Final Approval Hearing date and when the Final Order and Judgment has been entered. *Id.*

A declaration from Epiq detailing the Notice Plan is attached to this Motion as Exhibit B.

E. Claims, Exclusions, and Objections

1. Claims

The timing of the claims process is designed to give Settlement Class Members adequate time to access and review notice documents, determine whether they would like to make a claim; opt-out, or object; and gather any supporting documents necessary to do so. Class Members will have sixty-five (65) days from the Notice Date to complete and submit their claim form to the

⁶ Should the Court wish, Plaintiffs can submit a declaration from Epiq further detailing the proposed Notice process.

Settlement Administrator, either by mail or online. Agr. ¶ 6.2. The notice and claim form are written in plain language to facilitate Settlement Class Members' ease in completing it. To allow for the maximum convenience of the Settlement Class Members, claims may be submitted online. The Settlement Administrator is tasked with the responsibility of reviewing and determining the validity of the claims. Agr. ¶ 6.4.

2. *Requests for Exclusion and Objections*

The timing of the exclusion and objection process is similarly structured to give Settlement Class Members the ability to assess their options. Settlement Class Members will have sixty (60) days from the Notice Date to object to or to submit a request for exclusion from the Settlement. Agr. at ¶¶ 9.1 and 9.3. The process for exclusion and objections is clearly outlined in both the Settlement Agreement and Notice documents. *Id.*

IV. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE.

If a class action settlement releases the claims of a certified class, it must be approved by the Court. Ala. R. Civ. P. 23(e). Class settlement approval is a two-step process. The Court must first determine whether the proposed settlement warrants preliminary approval. *See Melanie K. v. Horton*, No. 1:14-cv-710-WSD, 2015 WL 1799808, at *2 (M.D. Ga. Apr. 15, 2015). “[T]he court’s primary objective at th[is] point is to establish whether to direct notice of the proposed settlement to the class, invite the class’s reaction, and schedule a final fairness hearing.” 4 WILLIAM B. RUBENSTEIN, *NEWBERG ON CLASS ACTIONS* § 13:10 (5th ed. 2015). Upon preliminary approval, the parties will provide Settlement Class Members with notice, and the Court may more fully weigh the settlement’s strengths and weaknesses at the final approval hearing. *Id.*

There is a “strong judicial policy favoring settlement,” and an “overriding public interest in favor of settlements.” *Meyer v. Citizens and Southern Nat’l Bank*, 677 F. Supp. 1196, 1200

(M.D. Ga. 1988) (citation and internal quotations omitted). “Settlements conserve judicial resources by avoiding the expense of a complicated and protracted litigation process and are highly favored by the law.” *In re Motorsports Merchandise Antitrust Litig.*, 112 F. Supp. 2d 1329, 1333 (N.D. Ga. 2000). The Court has broad discretion in approving a settlement. *Id.* In exercising this discretion, courts recognize the “realization that compromise is the essence of settlement.” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984); *see e.g., Leary v. Julian*, 225 Ga. App. 472, 474 (1997) (settlement favored under the law); *Hillis v. Equifax Consumer Servs., Inc.*, 2007 WL 1953464, at *9 (N.D. Ga, June 12, 2007) (“When exercising its discretion, the court is mindful of the public and judicial policies that strongly favor the settlement of class action lawsuits”).

At this stage, there is no need to “conduct a trial on the merits.” *Id.* Instead, a “court may rely upon the judgment of experienced counsel for the parties . . . [and] [a]bsent fraud, collusion, or the like, the court ‘should be hesitant to substitute its own judgment for that of counsel.’” *Nelson v. Mead Johnson & Johnson Co.*, 484 F. App’x 429, 434 (11th Cir. 2012) (quoting *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977)); *see also In re Motorsports*, 112 F. Supp. 2d at 1333 (“It is, however, well established that a settlement should be approved if it is fair, adequate, reasonable and free of fraud or collusion.”); *Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 558 (N.D. Ga. 2007).

Accordingly, a court should ordinarily grant preliminary approval of a settlement where it “appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible [judicial] approval.” Rubenstein, *Newberg on Class Actions* (5th Ed.) §13.13 (2015) (quoting *Manual for Complex Litigation*, Second, §30.44); *see also In re Checking Account Overdraft Litigation*, 275 F.R.D. 654, 661 (S.D. Fla. 2011)

(“Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason”). A settlement that is the result of arms-length negotiations by class counsel is presumed to be fair and reasonable. *See* 4 Newberg on Class Actions § 11:41 (4th ed.).

Here, the proposed Settlement bears all of the hallmarks of both procedural and substantive fairness to warrant preliminary approval and notice to the Settlement Class. The proposed Settlement is the result of good faith negotiations, contains no obvious deficiencies, and falls well within a range of reasonableness. The proposed Settlement is the product of good faith negotiations between informed counsel. *See In re Checking Account Overdraft*, 275 F.R.D. at 661 (“Settlement negotiations that involve arms-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness.”) Further, a mediator experienced in complex litigation assisted the Parties’ settlement negotiations. *See Ingram v. The Coca Cola Co.* 200 F.R.D. 685, 693 (N.D. Ga. 2001) (“The fact that the entire mediation was conducted under the auspices of ... a highly experienced mediator lends further support to the absence of collusion.”)

The Parties are each represented by experienced counsel who, by virtue of their experience and review of the evidence in this case, understand the risks of continued litigation and the benefits of the Settlement Agreement. The Parties exchanged sufficient information throughout the course of litigation and settlement negotiations and were able to closely evaluate the respective merits of their case as well as the inherent risks and the benefits of immediate relief. Further, the Settlement confers meaningful benefits and important injunctive relief benefitting Class Members.

Class Counsel have worked steadfastly to reach a fair, reasonable, and adequate Settlement. Plaintiffs and their counsel believe the claims resolved by the Settlement are meritorious. They recognize, however, that significant expense and risk are associated with continuing to prosecute

the claims through trial and any appeals. In negotiating and evaluating the Settlement, Plaintiffs and Class Counsel have taken these costs and uncertainties into account, as well as the delays inherent in complex class action litigation. Additionally, in the process of investigating and litigating the Action, Class Counsel conducted comprehensive research on the consumer protection statutes at issue, as well as the overall legal landscape, to determine the likelihood of success and reasonable parameters under which courts have approved settlements in comparable cases. In light of all of the foregoing, the Settlement provides meaningful relief to the Settlement Class Members and is fair, reasonable, adequate, and in the best interests of the Settlement Class.

V. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE.

As shown in the Settlement Agreement, the Parties stipulate to class certification of the Settlement Class solely for purposes of effectuating the Settlement.

Plaintiffs seek certification of this class under Rule 23(a) and (b)(3). Section 23(a) provides that certification is appropriate where:

(1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interest of the class.

Ala. R. Civ. P. 23(a). Section 23(b)(3) provides that certification is appropriate where, additionally:

The court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the findings include:

- (A) The interest of members of the class in individually controlling the prosecution or defense of separate actions;
- (B) The extent and nature of any litigation concerning the controversy already commenced by or against members of the class;

(C) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and

(D) The difficulties likely to be encountered in the management of a class action.

Ala. R. Civ. P. 23(b)(3).

Plaintiffs will show that each requirement for conditional certification of the Settlement Class is easily met here.

A. Numerosity

Rule 23(a)(1) requires that the class be so “numerous that joinder of all members is impracticable.” It is not necessary for plaintiffs to demonstrate that they know the exact size of the class to satisfy numerosity under Rule 23(a)(1). *See, e.g., Evans v. U.S. Pipe & Foundry Company*, 696 F.2d 925, 930 (11th Cir. 1983). The “impracticality of joinder ... is generally presumed if a putative class amounts to more than forty individuals.” (Citations and punctuation omitted.) *American Debt Foundation, Inc. v. Hodzic*, 312 Ga.App. 806, 809(1), n. 15, 720 S.E.2d 283 (2011).

Here, there is no dispute that thousands of people nationwide purchased the Products during the Class Period. Thus, numerosity is easily satisfied.

B. Commonality

Rule -23(a)(2) requires that there be questions of law or fact common to the class. “[T]he commonality requirement does not require that all questions of law and fact be common to every member of the class. Rather, the rule requires only that resolution of the common questions affect all or a substantial number of the class members.” *Flournoy v. Honeywell Intl., Inc.*, 239 F.R.D. 696, 699 (S.D.Ga. 2006); *see also Brenntag Mid South, Inc. v. Smart*, 308 Ga.App. 899, 906, 710 S.E.2d 569 (2011).

“The commonality element is generally satisfied when a plaintiff alleges that Defendant have engaged in a standardized course of conduct that affects all class members.” *Morefield v. NoteWorld, LLC*, Nos. 1:10-CV-00117, 1:11-CV-00029, 2012 WL 1355573, at *2 (S.D.Ga. Apr. 18, 2012) (citation and internal quotation and editorial marks omitted).

Here, there are common questions of law and fact that will generate common answers apt to drive the resolution of the litigation, including the central question of whether Defendant falsely labeled and misrepresented the serving contents and capability of the Products. Indeed, this case presents an overarching question common to all class members - - - whether Defendant deceptively labeled the Products. The legality *vel non* of these representations by Defendant is susceptible to class-wide proof, and its resolution will “affect all or a significant number of the putative class members.” *Williams v. Mohawk Industries*, 568 F. 3d 1350, 1355 (11th Cir. 2009).

C. Typicality

A class representative’s claim is typical if it arises from the same source of conduct that gives rise to the claims of other class members and is based on the same legal theories. *In re Tri-State Crematory Litigation*, 215 F.R.D. 660, 690 (N.D. Ga. 2003).

Here, Plaintiffs’ claims are typical of the other Class Members’ claims. All claims are based on the same legal theories and causes of action. The claims of the named Plaintiffs arise from the same event, practice, and course of conduct that gives rise to the claims of all other Class Members. That is, the same allegedly unlawful conduct by Defendant - - - i.e., their allegedly misleading labeling and material representations of the Products - - - was directed at both Plaintiffs and the members of the proposed Settlement Class.

D. Adequacy

Rule 23(a)(4) requires that the representative parties fairly and adequately protect the interests of the class. The requirement applies to both the named plaintiff and counsel. *Lewis v. Knology, Inc.*, 341 Ga.App. 86, 799 S.E.2d. 247, 250 (2017); *see also Liberty Lending Servs.*, 293 Ga. App. At 739 (“The important aspects of adequate representation are whether the plaintiffs’ counsel is experienced and competent and whether plaintiffs’ interests are antagonistic to those of the class.”).

Here, Plaintiffs possess the same interests as the proposed Settlement Class Members because Plaintiffs and the Settlement Class Members were all allegedly injured in the same manner based on their purchase of the Products, in that they paid inflated prices for the Products. Moreover, their recovery will be sought under, and measured pursuant to, the exact same standards applied to all other Settlement Class Members.

With respect to the second requirement, Settlement Class Counsel are qualified, experienced, and generally able to conduct the litigation. Settlement Class Counsel are not representing clients with interests at odds with the interests of the Settlement Class Members and are not acting as class representatives. They have qualified as lead counsel in other class actions in Alabama, Georgia, and several other states, and have a proven track record of successful prosecution of significant class actions. “In the absence of proof to the contrary, courts presume that class counsel is competent and sufficiently experienced to prosecute vigorously the action on behalf of the class.” *In re Methyl Tertiary Butyl Ether (MTBE) Products Liab. Litig.*, 241 F.R.D. 185, 199 n.99 (S.D.N.Y. 2007).

For the foregoing reasons, Plaintiffs have satisfied the adequacy prerequisite.

E. Predominance

Common issues of fact and law predominate if they have a direct impact on every class member's effort to establish liability and on every class member's entitlement to relief. *Liberty Lending Svcs. v. Canada*, 293 Ga.App. 731, 739-740(2), 668 S.E.2d 3 (2008). When determining whether common issues predominate, the proper focus is on issues of fact and law that relate to *liability* rather than damages. *Brenntag Mid South, Inc. v. Smart*, 308 Ga.App. 899, 906(2)(b)(3), 710 S.E.2d 569 (2011); *see also Resource Life Ins. v. Buckner*, 304 Ga.App. 719, 732, 698 S.E.2d 19 (2010). Thus, “[c]ommon issues may predominate when liability can be determined on a class-wide basis, even when there are some individualized damage issues.” *In re Tri-State Crematory Litigation*, 215 F.R.D. at 694.

A plaintiff must affirmatively establish that “the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole, ... predominate over those issues that are subject only to individualized proof.” *Farmer v. Phillips Agency, Inc.*, 285 F.R.D. 688, 701 (N.D.Ga. 2012) (alteration in original) (quoting *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 999, 1005 (11th Cir. 1997)). “It is not necessary that all questions of fact or law be common, but only that some questions are common and that they predominate over individual questions.” *Klay v. Humana*, 382 F.3d 1241, 1254 (11th Cir. 2004) (citation and editorial marks omitted), abrogated in part on other grounds by *Bridge v. Phx. Bond & Indem. Co.*, 553 U.S. 639, 128 S.Ct. 2131, 170 L.Ed.2d 1012 (2008).

“Whether an issue predominates can only be determined after considering what value the resolution of the class-wide issue will have in each class member's underlying cause of action.” *Klay*, 382 F.3d at 1255 (quoting *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1234 (11th Cir. 2000)). “If common issues truly predominate over individualized issues in a lawsuit, then ‘the addition or subtraction of any of the plaintiffs to or from the class should not have a substantial

effect on the substance or quantity of evidence offered.” *Klay*, 382 F.3d at 1255 (quoting *Blue Bird Body*, 573 F.2d at 332).

Here, for settlement purposes, the central common questions mentioned above predominate over any questions that may affect individual Settlement Class Members. The central common question is whether Defendant misrepresented the serving capability of the Products and whether the labeling for the Products caused consumers to overpay. These issues are subject to generalized proof and outweigh any issues that may be subject to individualized proof.

F. Superiority

Rule 23 requires that the Court “balance, in terms of fairness and efficiency, the merits of a class action against those ‘alternative available methods of adjudication.’” *Brenntag Mid South*, 308 Ga. App. at 906-07. The inquiry for the Court, then, is to “consider the relative advantages of a class action suit over other forms of litigation which might be available.” *Id.* at 907. Here, the relatively small amount of damages at issue for each class member lends itself to class treatment for purposes of settlement. *Id.* at 907 (“[T]he damages involved for each class member are likely to be relatively small making it unlikely that other class members would have a strong interest in controlling the litigation for themselves . . . [a]nd it is unlikely that counsel could be found to pursue such relatively minor claims on an individualized basis . . .”)

In sum, because the requirements of Ala. R. Civ. P. 23(a) and (b)(3) are satisfied and stipulated to by the Parties for settlement purposes only, the Court should certify the Class for Settlement.

VI. THE COURT SHOULD APPROVE THE PROPOSED NOTICE PLAN

The Parties have agreed to a comprehensive notice plan that satisfies the requirements of Rule 23 and due process. Section 23(e) provides that, in connection with settlement, “notice of the

proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.” Section 23(c)(2) provides that, in the case of a class maintained under Section 23(b)(3), such as this,

the court shall direct to the members of the class the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice shall advise each member that (a) the court will exclude the member from the class if the member so requests by a specified date; (B) the judgment, whether favorable or not, will include all members who do not request exclusion; and (C) any member who does not request exclusion may, if the member desires, enter an appearance through counsel.

Here, direct notice is not possible. When purchasing a package of Defendant’s Product, the Settlement Class Members are not required to identify themselves, nor is there generally any record of their identities associated with their purchases. The robust proposed notice program, which is designed to reach an estimated 70% of the target audience with a frequency of 2.2x across all media tactics, meets the requirements of due process and Rule 23(c). The proposed methods Plaintiffs identified above for providing notice to the Settlement Class members are reasonable, and include: (1) targeted digital advertising on search engines, social media, and consumer websites; (2) a widespread press release; (3) establishment of a dedicated Settlement Website through which Settlement Class Members can submit a claim, obtain more detailed information about the Settlement, and access case documents; and (4) creation and maintenance of a toll-free telephone helpline through which Settlement Class Members can obtain additional information about the Settlement and request the class notice and/or a Claim Form. Notice to the Settlement Class will be achieved within thirty (30) days after entry of the Preliminary Approval Order.

The proposed notice program also provides sufficiently detailed notice. The proposed Notice defines the Settlement Class; explains all Settlement Class Members’ rights, the Parties’

releases, and the applicable deadlines; and describes in detail the class relief of the Settlement, including the procedures for allocating and distributing Settlement benefits among the Settlement Class Members. It clearly indicates the time and place of the Final Approval Hearing, and it plainly explains the methods for objecting to, or opting-out of, the Settlement. It details the provisions for payment of Settlement Class Counsel Attorneys' Fees and Costs Award and Class Representative Service Awards, and it provides contact information for Settlement Class Counsel.

For the foregoing reasons, Plaintiffs respectfully request the Court approve the Notice plan.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court: (1) certify the Settlement Class and appoint Plaintiffs as the Settlement Class Representatives and Irby Law, LLC, Lober & Dobson, LLC, and the Law Office of Todd L. Lord as Settlement Class Counsel; (2) preliminarily approve the Settlement Agreement; (3) approve the form and manner of the class action settlement notice; and (4) set a date and time for the Final Approval Hearing, as well as dates for publishing the Notice and deadlines for objecting to, or opting-out of, the Settlement and filing papers in support of the Settlement.

Dated: April 4, 2025

Respectfully submitted,

/s/ R. Brent Irby
R. Brent Irby (IRB006)
Irby Law, LLC
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CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of April, 2025, a true and correct copy of the foregoing has been furnished either through the Court's electronic filing or by U.S. Mail, postage prepaid, upon the following parties and other relevant individuals:

Glenn E. Ireland (IRE002)
Angel A. Darmer (DAR017)
CARR ALLISON
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Attorneys for Defendant

/s/Brent Irby _____
OF COUNSEL

EXHIBIT A

**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA
EUFAULA DIVISION**

TANGELA WILLIAMS,

Plaintiff ,

-v.-

FAMILY DOLLAR STORES, INC. and FAMILY
DOLLAR STORES OF ALABAMA, LLC,

Defendants.

Case No. CV-2021-900022.00

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is entered into as of October 1, 2024, by and among Plaintiffs Tangela Williams, Nancy Burr, Michael Goolsby, Valerie Johnson, and Elayne Smith, individually and on behalf of the Settlement Class Members, on the one hand, and Defendants Family Dollar Stores, LLC (successor to Family Dollar Stores, Inc.), Family Dollar Stores of Alabama, LLC, Family Dollar Stores of Florida, LLC, Family Dollar Stores of Georgia, LLC, Family Dollar Stores of Texas, LLC, and Family Dollar Stores of Tennessee, LLC (“Family Dollar” or “Defendants”) on the other hand (Plaintiffs and Defendants are each a “Party” and collectively, the “Parties”). Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

1. RECITALS

1.1 Plaintiff in this action, Tangela Williams, filed the Class Action Complaint on April

30, 2021, against Defendants Family Dollar Stores, Inc. and Family Dollar Stores of Alabama, LLC, individually and on behalf of a class of Persons who purchased the Products¹ in Alabama between April 30, 2019, and April 29, 2021. Plaintiff Nancy Burr filed a separate class action complaint against Family Dollar Stores, Inc. and Family Dollar Stores of Florida, LLC, on May 14, 2021, and an amended complaint on April 4, 2022, in the Circuit Court for the Fifth Judicial Circuit in and for Hernando County, Florida, styled *Nancy Burr v. Family Dollar Stores, Inc. and Family Dollar Stores of Florida, LLC*, No. 21000378CAAXMX (Cir. Ct. 5th. Jud. Cir., Hernando Cty., Fla.), individually and on behalf of a class of Persons who purchased the Products in Florida between May 14, 2019, and May 13, 2021. Plaintiff Michael Goolsby filed a separate class action Complaint against Family Dollar Stores of Texas, LLC, on October 4, 2022, in the District Court of Travis County, Texas, styled *Michael Goolsby v. Family Dollar Stores of Texas, LLC*, No. D-1-GN-22-005438 (Dist. Ct. Travis Cty., Tex., 126th Jud. Dist.), individually and on behalf of a class of Persons who purchased the Products in Texas between October 4, 2020, and October 3, 2022. Plaintiff Valerie Johnson filed a separate class action complaint against Family Dollar Stores of Georgia, LLC, on January 7, 2021, in the Superior Court of Peach County, Georgia, styled *Valerie Johnson v. Family Dollar Stores of Georgia, LLC*, No. 21-V-0003 (Super. Ct. Peach Cty., Ga.), individually and on behalf of a class of Persons who purchased the Products in Georgia between January 6, 2019, and January 7, 2021. Plaintiff Elayne Smith filed a separate class action complaint against Family Dollar Stores of Tennessee, LLC, on March 21, 2022, and an amended complaint on November 11, 2022, in the Circuit Court of Knox County, Tennessee, styled *Elayne Smith v. Family Dollar Stores of Tennessee, LLC*, No. 2-75-22 (Cir. Ct. Knox Cty. Tenn.), individually and on behalf of a class of Persons who purchased the Products in Tennessee between

¹ “Products” and other defined terms are defined in Section 2, Definitions, *infra*.

March 21, 2020, and March 20, 2022. All Plaintiffs in these cases (collectively the “Actions”) are represented by the same counsel.

1.2 Plaintiffs allege in their Complaints that Defendants deceptively and unlawfully labeled, packaged, and marketed the Products as containing enough coffee such that it “makes up to [a certain number of] cups.” According to Plaintiffs, contrary to this representation on the label, the Products do not contain enough ground coffee to make the stated number of cups when following the brewing instructions on the Product label. The Complaints allege breaches of express and implied warranty under the laws of their respective states. Some Complaints additionally allege violations of state consumer fraud statutes or Deceptive and Unfair Trade Practices Acts, negligent misrepresentation, unjust enrichment, and/or quasi-contract.

1.3 Plaintiffs’ counsel has analyzed and evaluated the merits of all Parties’ contentions and this Settlement as it affects all Parties and the Settlement Class Members. After taking into account the foregoing, along with the risks and costs of further litigation, Plaintiffs and Plaintiffs’ counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members.

1.4 Defendants have denied, and continue to deny, all material allegations of the Complaints in the Actions, including that the Products were deceptively and unlawfully labeled, packaged, and marketed, or that any consumer suffered any harm or injury as a result of his or her purchase of the Products. Without admitting the truth of any allegations made in the Actions, or any liability with respect thereto, Defendants have concluded that it is desirable that the claims against them be settled and dismissed on the terms reflected in this Agreement in order to resolve potentially costly and burdensome litigation and to avoid further expense, inconvenience, and

interference with ongoing business operations.

1.5 Defendants hereby consent, solely for the purposes of the settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiffs' counsel as counsel for the Settlement Class and Plaintiffs as representatives of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final, then Defendants retain all rights they had immediately preceding their execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes, and the Action will continue as if the Settlement Class had never been certified. The fact that Defendants conditionally consented herein to certification of the Settlement Class shall not be used against Defendants by any Party or non-party for any purpose in this Action or any other action, litigation, lawsuit, or proceeding of any kind whatsoever. The Parties agree, subject to approval by the Court, that the Action between Plaintiffs, on the one hand, and Defendants, on the other hand, shall be fully and finally compromised, settled, and released on the terms and conditions set forth in this Agreement.

1.6 This Agreement is contingent upon the issuance by the Court of both preliminary approval and final approval. Should the Court not issue preliminary approval and/or final approval, Defendants do not waive, and instead expressly reserve, all rights to defend the Action.

1.7 This Agreement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings or filings in the Action, or of any fault on the part of Defendants, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability by or against any Party hereto.

2. DEFINITIONS

As used in this Agreement and the attached exhibits (which are an integral part of the Settlement and of this Agreement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Settlement specifically provides otherwise. Other capitalized terms in this Agreement but not defined in this section shall have the meanings ascribed to them elsewhere in this Agreement.

- 2.1.** “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Agreement. These Administration Expenses are capped at a maximum of \$214,500.
- 2.2.** “Agreement” means this Class Action Settlement Agreement containing all terms, conditions, and exhibits which constitute the entire agreement between the Parties relating to the subject matter hereof.
- 2.3.** “Application” means any application to be filed by Class Counsel in this Action by which they will seek an award of attorneys’ fees, Class Representative Service Awards, and/or reimbursement of costs and expenses they incurred prosecuting the Action.
- 2.4.** “Benefit” means the benefit to the Settlement Class as consideration for the Released Claims and a dismissal with prejudice of the Action. Benefit means the Coffee Product Voucher available to a Claimant who files a Valid Claim under this Agreement. Benefit also includes the Programmatic Relief set forth in Section 5.1. The specific Benefit provided to the Settlement Class is subject to review, validation, and adjustments by the Settlement Administrator based upon the terms and conditions of this Agreement.

- 2.5.** “Coffee Product Vouchers” are the form of benefit and relief issued for a Valid Claim as determined by the Settlement Administrator and in accordance with this Agreement.
- 2.6.** “Challenged Language” means the representation on the label of the Products regarding the number of cups that could potentially be made from the contents of the container. For example, the 39.9-ounce can of Chestnut Hill ground coffee states that it “Makes up to 270 6 fl. oz. cups.”
- 2.7.** “Claim” means a request for relief pursuant to this Settlement submitted by a Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Agreement.
- 2.8.** “Claim Form” means the proposed Claim Form in substantially the same form attached hereto as Exhibit A to be used by Settlement Class Members to make a Claim under the Settlement, which form is to be approved by the Court and to be posted online in accordance with Section 8.3 of this Agreement.
- 2.9.** “Claim Period” means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive a monetary Benefit as part of the Settlement, which shall end at the Claims Deadline. The Claim Period shall be 65 days from the Notice Date.
- 2.10.** “Claimant” means a Settlement Class Member who files a Claim seeking the available Benefit under this Agreement.
- 2.11.** “Claims Deadline” means the date by which a Claim Form must be received by the Settlement Administrator, or electronically submitted by 11:59 p.m. Central Time, to be considered timely, and shall be a date 65 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement

Notice and the Claim Form.

- 2.12.** “Class Counsel” means the following: Irby Law, LLC; Lober & Dobson; and Law Office of Todd L. Lord.
- 2.13.** “Class Notice” means the Publication Notice, Media Plan, and Settlement Notice all in substantially the same form as set forth in Exhibit B attached hereto.
- 2.14.** “Class Period” means the period of time commencing January 1, 2019, and ending on the date of Preliminary Approval of the Settlement by the Court.
- 2.15.** “Class Representative(s)” means each of Tangela Williams, Nancy Burr, Michael Goolsby, Valerie Johnson, and Elayne Smith.
- 2.16.** “Class Representatives Service Award” means any award sought by Application to and approved by the Court that is payable to Class Representatives up to a maximum total amount of \$2,000 for each Class Representative.
- 2.17.** “Court” means the Circuit Court of Barbour County, Alabama, Eufaula Division.
- 2.18.** “Defendants” means Family Dollar Stores, Inc., Family Dollar Stores of Alabama, LLC, Family Dollar Stores of Georgia, LLC, Family Dollar Stores of Florida, LLC, Family Dollar Stores of Tennessee, LLC, and Family Dollar Stores of Texas, LLC.
- 2.19.** “Defendants’ counsel” means Foley Hoag LLP.
- 2.20.** “Effective Date” means the seventh day after the last of the following dates: (a) all Parties and their counsel, Defendants’ Counsel and Class Counsel, have executed this Agreement; (b) the Court has entered the Final Approval Order; and (c) the date on which time to appeal or to seek permission to appeal from the Court’s approval of this Agreement has expired or, if appealed, approval of this Agreement has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no

longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court making the Final Approval Order a final, non-appealable judgment.

2.21. “Final Approval Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Agreement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiffs as the representatives of the Settlement Class; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on the Application; and (f) consider whether to enter the Final Approval Order.

2.22. “Final Approval Order” means an order, to be entered by the Court, providing, among other things, certification of the class, final approval of the Settlement and approval of this Agreement, dismissal of the Action with prejudice as to the Class Representatives’ and Settlement Class Members’ claims against Defendants, and entry of final judgment with respect thereto.

2.23. “Household” means all Persons who share a single physical address. For all Persons who are a legal entity such as a corporation, partnership, business organization or association, or any other type of legal entity, there can be only one physical address used even if such Person has multiple offices.

2.24. “Labeling” means all written, printed, or graphic matter appearing upon the packaging of any Product, as well as all written, printed, or graphic matter used in the

distribution or sale of any Product, including, without limitation, all information, representations, instructions, and pictorial content published or appearing in advertising, promotions, commercials, displays, print media, websites, social media, television, and all other media platforms and outlets, describing, explaining, and/or promoting any Product.

2.25. “Maximum Settlement Amount” means the total maximum amount that Defendants have agreed to pay to settle this Action in exchange for a full release, which is \$800,000 in the aggregate. The following expenses and costs shall be deducted from the Maximum Settlement Amount: (i) the amount awarded to Class Counsel for attorneys’ fees and costs/expenses, up to 33.3% of the Maximum Settlement Amount; (ii) any Class Representative Service Awards, if any; (iii) value of and consideration for Coffee Product Vouchers available to Class Members for Valid Claims; and (iv) Class Notice and Claims Administration Expenses, up to the cap set forth in the definition of Administrative Expenses (§ 2.1 above). The Maximum Settlement Amount will not include costs related to implementing the Programmatic Relief. In the event that the Valid Claims, Class Counsel’s fees, Class Notice and Claims Administration Fees, and Class Representatives’ fees exceed the Maximum Settlement Amount, then the value of the “Coffee Product Vouchers” provided to each Class Member will be reduced pro rata. The Maximum Settlement Amount represents the limit and extent of Defendants’ monetary obligations under this Settlement.

2.26. “Media Plan” means the notice plan, in substantially the same form attached hereto as part of Exhibit B, developed by the Settlement Administrator to notify the Settlement Class of the Settlement Notice and to command the Settlement Class Members’ attention to their rights under the Settlement.

- 2.27.** “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Plaintiffs, seeking entry by the Court of the Preliminary Approval Order, and includes all supporting papers.
- 2.28.** “Notice Date” means the date on which the Settlement Administrator disseminates the Settlement Notice consistent with the Preliminary Approval Order. The Notice Date shall be no later than thirty (30) days after the Court’s entry of the Preliminary Approval Order.
- 2.29.** “Objection” means an objection properly filed with the Court in conformance with the terms of the Preliminary Approval Order by a member of the Settlement Class, objecting to any aspect of the Settlement.
- 2.30.** “Objection Deadline” means sixty (60) days after the Notice Date.
- 2.31.** “Opt-Out” means a request by a member of the Settlement Class to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order and the Class Notice.
- 2.32.** “Opt-Out Deadline” means sixty (60) days after the Notice Date.
- 2.33.** “Parties” has the meaning set forth in the first paragraph of this Agreement.
- 2.34.** “Person” means any natural person, corporation, partnership, business organization or association, or other type of legal entity.
- 2.35.** “Plaintiff(s)” means Class Representative(s).
- 2.36.** “Plaintiffs’ Counsel” means Class Counsel.
- 2.37.** “Preliminary Approval Order” means an order, in substantially the same form of the Proposed Preliminary Approval Order attached hereto as Exhibit __, to be entered by the Court granting, among other things, preliminary approval of the Settlement.

- 2.38.** “Product” and/or “Products” means all Family Dollar proprietary brand ground coffee products, including all Chestnut Hill coffee products, whose labels represent that they make up to a given number of cups of coffee, including, without limitation, Chestnut Hill Classic Roast Ground Coffee in 33.9-oz and 11.3-oz container sizes. This definition of the Products may be amended by the Parties to include or exclude additional products to reflect a complete and accurate list of the Products at any time prior to the filing of the Final Approval Motion.
- 2.39.** “Proof of Purchase” means a receipt or purchase record from a Released Party or other documentation from a third-party commercial source reasonably establishing the fact and date of purchase of the applicable Product during the Class Period in the United States.
- 2.40.** “Proposed Preliminary Approval Order” means the order attached hereto as Exhibit C.
- 2.41.** “Programmatic Relief” means the relief as set forth in detail in Paragraph 5.1 below.
- 2.42.** “Publication Notice” means the proposed short form notice, in substantially the same form attached as part of Exhibit B hereto as well as attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be published in accordance with Section 8.2 of this Agreement.
- 2.43.** “Releases” means all releases identified in Section 12 of this Agreement.
- 2.44.** “Released Parties” means all manufacturers, distributors, retailers, sellers, and resellers of any Products, including Defendants, together with each of direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, divisions, holding entities, past and present affiliates and banners,

franchisees, distributors, wholesalers, suppliers, vendors, manufacturers, retailers, advertising and production agencies, licensors, directors, and agents, including all current and former officers, managers, members, partners, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, and other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns. For the avoidance of doubt, Released Parties shall include all Persons or entities in the stream of commerce for the manufacturing, marketing, advertising, labeling, packaging, promotion, sale, and/or distribution of the Products.

2.45. “Releasing Parties” means Plaintiffs, the Class Representatives, all Settlement Class Members, and any Person claiming by or through him/her/it, including his/her/its spouse, parent, child, heir, guardian, associate, co-owner, agent, insurer, administrator, devisee, predecessor, successor, assignee, equity interest holders or representatives of any kind (other than Plaintiffs’ Counsel), shareholder, partner, member, director, employee or affiliate, and their heirs, executors, administrators, and assigns.

2.46. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and attached exhibits.

2.47. “Settlement Administrator” means Epiq Systems, Inc.

2.48. “Settlement Class” means, for purposes of the Settlement only, Defendants’ agreement to the certification of a Settlement Class that includes: All Persons who purchased any Products in the United States at a store operated by Defendants or their parents, subsidiaries or affiliates during the Class Period. Excluded from the Settlement Class are the following: (a) Persons who purchased or acquired any Products for resale;

(b) the Released Parties; (c) all Persons who file a timely and valid Opt-Out; (d) Plaintiffs' Counsel and Defendants' Counsel; (e) federal, state, and local governments (including all agencies and subdivisions, but excluding employees not otherwise excluded hereunder); and (f) the judicial officers and courtroom staff overseeing the Action.

2.49. "Settlement Class Members" means all Persons who are members of the Settlement Class.

2.50. "Settlement Notice" means a long form notice substantially in the same form attached as part of Exhibit B hereto and attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be disseminated in accordance with Section 8 of this Agreement.

2.51. "Settlement Website" means the website to be created for this Settlement that will include information about the Action, the Settlement, and relevant documents and electronic and printable forms relating to the Settlement, including the Claim Form which can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website shall be designated by the Settlement Administrator.

2.52. "Unit" means a stock keeping unit of any Product.

2.53. "Valid Claim" means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) on the initial submission, accurately, fully, and truthfully completed and executed, with all of the information required by the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail or online and

received by the Claims Deadline or, for claims submitted online, is received by 11:59 p.m., Central Time, on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator.

Capitalized terms in this Agreement not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement.

3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

3.1 This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in, this Agreement, nor any action taken hereunder, shall constitute or be construed as an admission of: (a) the validity of any claim or allegation or of any defense asserted in the Action; or (b) any wrongdoing, fault, violation of law, or liability on the part of any Party, Released Party, Settlement Class Member, or their respective counsel.

3.2 For further clarity, the Parties will agree to certification of the Settlement Class as described above solely for the purposes of the Settlement. The Parties' stipulation to the certification of the Settlement Class is for purposes of this Agreement only. The Parties' agreement to the certification of the Settlement Class solely for the purpose of this Agreement does not, and shall not, constitute, in this or any other proceeding, an admission by any of the Defendants or any of the other Released Parties of any kind or any determination that certification of a class for trial or other litigation purposes in the Action or any other separate action is, or would be, appropriate. If the Settlement is not granted a Final Approval Order or this Agreement is otherwise terminated or rendered null and void, the certification of the Settlement Class shall be automatically vacated and shall not constitute evidence or any determination that the

requirements for certification of a class for trial or other litigation purposes in the Action or any other action are satisfied; in such circumstances, the Parties agree that Defendants have reserved all rights to challenge certification of any class or subclass for trial or other litigation purposes in the Action or in any other action on all available grounds as if no class had been certified in the Action for purposes of the Settlement.

3.3 For the purpose of implementing this Agreement, and for no other purpose, the Parties stipulate to the conditional certification of the Settlement Class in this Action as set forth in the Proposed Preliminary Approval Order. If for any reason this Agreement should fail to become effective, the Parties' agreement to certification of the Settlement Class provided for in this Section 3, or to any other class or subclass, shall be null and void, and the Parties, and the Released Parties, shall return to their respective positions in the Action before this Agreement was executed.

4. REQUIRED EVENTS

As soon as practicable after the execution of this Agreement, but no later than seven (7) days after execution of this Agreement, Plaintiffs shall file in the Action this Agreement and a motion seeking entry of the Preliminary Approval Order, which Preliminary Approval Order shall by its terms accomplish all the following:

- 4.1.** Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;
- 4.2.** Conditionally certify the Settlement Class for the purpose of effecting the Settlement;
- 4.3.** Designate Plaintiffs as the Class Representatives of the Settlement Class;
- 4.4.** Designate Class Counsel as counsel for the Settlement Class;

4.5. Approve the Settlement Administrator and instruct the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement, the Preliminary Approval Order, and the Final Approval Order:

4.5.1. Process Opt-Out requests in accordance with Section 9 of this Agreement;

4.5.2. Process Objections in accordance with Section 9 of this Agreement;

4.5.3. Process Claim Forms in accordance with Section 6 of this Agreement;

4.5.4. Before disseminating the Settlement Notice, establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement and to submit Claim Forms; and

4.5.5. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information;

4.6. Approve the form, contents, and method of notice to be given to the Settlement Class as set forth in Section 8 of this Agreement, and direct Defendants to provide, and cause to be provided, such notice and to file with the Court a declaration of compliance with those notice requirements, as set forth in Section 8 of this Agreement.

5. SETTLEMENT CONSIDERATIONS AND PROCEDURES FOR PROVIDING BENEFITS TO SETTLEMENT CLASS MEMBERS

5.1 Programmatic Relief: For a period (the “Restricted Period”) beginning on the twelve-month anniversary of the order granting preliminary approval of the Settlement (the

“PAO” date) and ending on the three-year anniversary of the PAO date, Defendants shall either:

(1) work with its manufacturer to remove the Challenged Language from the Labeling of the Products (referred to herein as “Option 1”); or (2) work with its manufacturer to revise the Challenged Language to list the number of 6 fl. oz. cups (or servings) based on the ratio of one rounded tablespoon of coffee for every 6 fluid ounces of filtered water, or such other ratio of coffee to water as Defendants may designate (referred to herein as “Option 2”). For the avoidance of doubt, Defendants shall have the option to select Option 1 or Option 2 with respect to each individual variety or stock-keeping unit (“SKU”) of the Products, may elect Option 1 with respect to certain Products and Option 2 with respect to other Products, and may change the labeling of any given Product during the Required Period so long as the labeling complies with the requirements of either Option 1 or Option 2.

If Option 1 is selected for any given Product, Defendants shall ensure that the Challenged Language is removed from the Labeling of that Product during the Restricted Period.

If Option 2 is selected for any given Product, Defendants may state that each Product “Makes approximately [or about or up to] ___ [a number or range of] 6 fl oz. cups [or servings].” The number or range of 6 fl. oz. cups (or servings) stated shall be based on the brewing instructions to be listed on each Product’s label will be verified through testing results from a reputable third-party laboratory. The Parties recognize that the number of coffee servings available in a container vary depending on density, grind, and other factors, and they agree that the number of servings in any given package will experience minor fluctuations consistent with the Maximum Allowable Variations for Packages Labeled as Weight, as determined by the National Institute of Standards & Technology of the United States Department of Commerce.

For the avoidance of doubt, the Released Parties, including Defendants, (i) shall be permitted to sell existing Product inventory and Products manufactured prior to the commencement of the Restricted Period (the “Specified Inventory”) in the ordinary course of business and (ii) shall not be required to withdraw, destroy, or recall any Products in connection with the Programmatic Relief described herein. If, after Defendants has effectuated the label change contemplated under Option 1 or Option 2, Class Counsel or any Settlement Class Member believes that the Labeling of any Product does not comply with this section, they shall provide written notice to Defendants of the specific facts and circumstances of any alleged non-compliance and discuss in good faith with Defendants’ appropriate changes, if any, to the then-existing Labeling; to the extent agreed, Defendants will then have 120 days from the date of such agreement to bring its practices into compliance with this Section 5.1 and to sell through any remaining inventory from before the implementation of such changes, and will not be deemed to be in breach of this Agreement if it complies with this paragraph. If no agreement is reached, Class Counsel or any Class Member may apply to the Court to enforce the Agreement.

5.2. Benefit Available to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, Defendants will issue or cause to be issued Coffee Product Vouchers for Valid Claims. A Settlement Class member may file a single Claim only for a single Coffee Product Voucher. The Coffee Product Voucher shall be usable and redeemed at any Family Dollar store location and shall entitle the Settlement Class Member to 100% of the full purchase price of one 9.6-oz container of Chestnut Hill Classic Roast ground coffee (approximate retail value of \$4.50, depending on location). Claims will be capped at the Maximum Settlement Amount after deduction of (i) the amount awarded to Class Counsel for attorneys’ fees and costs/expenses, up to

33.3% of the Maximum Settlement Amount; (ii) any Class Representative Service Award, if any; and (iii) Class Notice and Claims Administration Expenses, up to the cap set forth in the definition of Administrative Expenses (§ 2.1 above). In the event that the Valid Claims, Class Counsel's fees, Class Notice and Administration Expenses, and Class Representatives' fees exceed the Maximum Settlement Amount, then the value of Coffee Product Vouchers to each Class Member will be reduced pro rata.

5.3. No Unclaimed Property Rights

Defendants will pay the Benefit as determined by the Settlement Administrator pursuant to the terms and conditions of this Agreement. Notwithstanding anything to the contrary, Defendants shall pay Valid Claims only. This Agreement does not create any vested property interest or unclaimed property rights for Settlement Class Members who do not file Valid Claims.

6. PROCEDURES FOR PROVIDING BENEFIT TO SETTLEMENT CLASS MEMBERS

6.1. Plaintiffs shall request that the Court approve the Settlement Administrator. The Settlement Administrator shall, subject to the supervision of the Court, administer the relief provided by this 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, Defendants' Counsel, the Parties, and their representatives, promptly upon request.

- 6.2.** At the election of the Settlement Class Members, the Settlement Administrator shall accept Claim Forms submitted in paper via first class mail or online at the Settlement Website. Claim Forms mailed must be received by the Claims Deadline, or submitted online no later than 11:59 p.m. Central Time of the Claims Deadline. Claim Forms received or submitted online after that date will not be Valid Claims. The Settlement Administrator will track Claim Forms with unique security identifiers or control numbers issued to Persons who seek to file a Claim.
- 6.3.** On the Claim Form, the Settlement Administrator shall validate that the Settlement Class Member has completed all sections of the Claim Form completely and certified the truth and accuracy of the following information under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the Claim will not be considered a Valid Claim by the Settlement Administrator:
- 6.3.1.** The Settlement Class Member's name and mailing address;
 - 6.3.2.** The Settlement Class Member's email address (unless the Settlement Class Member requests a Claim Form by mail, in which case an email address is optional);
 - 6.3.3.** The name of the Products purchased, the number of Units purchased during the Class Period, the approximate dates of purchase, and the store (with address) where purchased;
 - 6.3.4.** That the claimed purchases were not made for purposes of resale; and
 - 6.3.5.** A security code or control number provided by the Settlement

Administrator.

6.4. The Settlement Administrator shall be responsible for, among other things, providing notice as set forth in the Media Plan, processing Claim Forms, and administering the Settlement Website, Opt-Out process, and Settlement claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for Opt-Out). The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Settlement Administrator and Parties shall have the right to audit claims, and the Settlement Administrator may request additional information from Claimants including by cross examination. The Settlement Administrator will approve Valid Claims and issue Benefit based upon the terms and conditions of this Agreement or may reject Claims which are not Valid Claims or evidence waste, fraud, or abuse. The determination of the validity of Claims shall occur within sixty (60) days of the end of the Claim Period. The Settlement Administrator shall approve or deny all Claims, and its decision shall be final, binding, and non-appealable by any Party or by Settlement Class Members. None of Plaintiffs, Defendants, Class Counsel nor Defendants' Counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

6.5. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall promptly provide Class Counsel and Defendants' Counsel with information

concerning notice, administration, and implementation of the Settlement. The materials that the Settlement Administrator provides to Class Counsel shall not contain the names, email addresses, mailing addresses, or other personal identifying information of the Settlement Class Members. Should the Court request or should it be reasonably advisable to do so, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator. Without limiting the foregoing, the Settlement Administrator shall:

- 6.5.1.** Promptly forward upon request to Defendants' Counsel and Class Counsel, copies of all documents and other materials relating to the administration of the Settlement, except that the Settlement Administrator shall not forward to either Defendant's Counsel or Class Counsel confidential and proprietary information owned by the other party, including, without limitation, the identity of the Settlement Class members, without the written authorization of the owning party;
- 6.5.2.** Receive requests from Settlement Class Members to Opt-Out from the Settlement Class and promptly provide to Class Counsel and Defendants' Counsel a copy thereof upon receipt. If the Settlement Administrator receives any Opt-Out requests from Settlement Class Members after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

- 6.5.3.** Provide reports and summaries, as requested, to Class Counsel (subject to the exceptions referenced above) and Defendants' Counsel, including, without limitation, reports regarding the number of Claim Forms received;
- 6.5.4.** Employ reasonable procedures to screen Claim Forms for waste, fraud, and abuse and shall reject a Claim Form, or any part of a Claim for a payment reflected therein, where the Settlement Administrator determines that there is evidence of waste, fraud, or abuse. The Settlement Administrator will review each Claim Form based upon the initial submission by the Settlement Class Member and ensure that each is complete, properly substantiated and, based on the substantiation, determine the appropriate Benefit to be paid, if any, in accordance with the terms of this Agreement. The Settlement Administrator is empowered to pay Valid Claims only;
- 6.5.5.** Prepare a declaration attesting to compliance with the Class Notice requirements set forth below and identifying all Opt-Outs and/or objectors. Such declaration shall be provided to Defendants' Counsel and Class Counsel for filing with the Court no later than seven (7) days prior to the Final Approval Hearing; and
- 6.5.6.** Issue Coffee Product Vouchers. Defendants are obligated to issue Coffee Product Vouchers in response to Valid Claims only. All

Coffee Product Vouchers issued pursuant to the Settlement shall bear in the legend that they expire if not redeemed within one hundred eighty (180) days of their date of issue. To the extent that a Coffee Product Vouchers issued to a Settlement Class Member is not redeemed within one hundred eighty (180) days after the date of issue, the Coffee Product Vouchers will be void.

7. CLASS COUNSEL’S APPLICATION FOR AN AWARD OF ATTORNEYS’ FEES, REIMBURSEMENT OF COSTS, AND SERVICE AWARD FOR CLASS REPRESENTATIVES

7.1 Defendants shall not oppose Class Counsel’s fees and costs/expenses award that is less than or equal to 33.3% of the Maximum Settlement Amount, which will cover the attorneys’ fees and costs awarded by the Court to Class Counsel for all the past, present, and future attorneys’ fees, costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with the Action (collectively, “Attorneys’ Fees and Costs Award”). Class Counsel agrees that they will not file any request with the Court seeking an Attorneys’ Fees and Costs Award that is greater than 33.3% of the Maximum Settlement Amount nor will they accept any Attorneys’ Fees and Costs Award that is greater than 33.3% of the Maximum Settlement Amount. Neither Defendants nor Defendants’ Counsel shall have any responsibility for, or interest in, or liability whatsoever with respect to allocation among Class Counsel, and/or any other person who may assert some claim thereto, of any Attorneys’ Fees and Costs Award that the Court may make.

7.2 Court approval of the Attorneys’ Fees and Costs Award will not be a

condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for Attorneys' Fees and Costs Award, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiffs will request nor will they accept any award inconsistent with these terms in Paragraph 7.1 or Paragraph 7.2.

7.3 Class Counsel shall also submit to the Court an Application seeking the Class Representatives Service Award. If approved by the Court, this award shall be payable equally to Class Representatives up to a maximum total amount of \$2,000 for each Class Representative, to compensate each of the Class Representatives for their effort in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class. Defendants shall make the Class Representative Service Award payments by delivering the same to Class Counsel no later than fourteen (14) days after the Effective Date.

7.4 Defendants agree that they will not object to the amount of Class Counsel's Application for an Attorneys' Fees and Costs Award or a Class Representatives Service Award up to the amounts set forth in Paragraph 7.1 and Paragraph 7.3. Defendants shall make the Attorneys' Fees and Cost Award payment by delivering the same to Class Counsel no later than fourteen (14) days after the Effective Date.

7.5 Class Counsel shall provide Defendants with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice, and in no instance later than the Effective Date, to allow Defendants to make the Attorneys' Fees and Costs Award payment as set forth above.

8. NOTICE AND DISSEMINATION TO THE SETTLEMENT CLASS AND CLAIMS DEADLINE

Subject to Court approval, the Parties agree that Defendants shall cause notice of the proposed Settlement to be provided to the Settlement Class by the following methods:

8.1 Settlement Notice: The Parties agree that the Settlement Notice shall otherwise be in the manner and form agreed by the Parties and approved by the Court. Collectively, the Settlement Notice shall in general terms set forth and sufficiently inform the Settlement Class Members of: (1) a short, plain statement of the background of the Action, the Settlement Class certification, and the essential terms of the Settlement; (2) appropriate means for obtaining additional information regarding the Settlement and the Action; (3) appropriate information concerning the procedure for objecting or opting-out from the Settlement, if they should wish to do so; and (4) that any relief to Settlement Class Members is contingent on the Court's final approval of the Settlement. The Parties will request the Court to approve the Settlement Notice in the Preliminary Approval Order.

8.2 Publication Notice: Similarly, the Settlement Administrator will cause the Publication Notice to be published in accordance with the Media Plan attached as part of Exhibit B. The Parties agree that the Publication Notice provides to the Settlement Class and Settlement Class Members information sufficient to inform them of: the essential terms of the Settlement; appropriate means for obtaining additional information regarding the Settlement and the Action; and, appropriate information about the procedure for objecting or opting-out from the Settlement, if they should wish to do so.

Because the Media Plan is determined to be the best notice practicable under the circumstances and satisfies due process, the Parties will request the Court to approve the Media Plan in the Preliminary Approval Order.

8.3 Settlement Website: The Settlement Administrator will establish a Settlement Website that will contain the Amended Class Action Complaint in the Action, the Motion for Preliminary Approval, the Preliminary Approval Order, this Agreement, Settlement Notice, Publication Notice, and Claim Forms. The Settlement Website will also identify key deadlines and dates (e.g., the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, and the date of Final Approval Hearing), and direct Settlement Class Members on how to submit Claim Forms and include a “Frequently Asked Questions” section.

8.4 Toll-Free Telephone Support Line: The Settlement Administrator will establish a toll-free telephone support line that will provide Settlement Class Members with general information about the Action and will respond to frequently asked questions about the Action and claim procedure available exclusively through an interactive voice response (IVR).

8.5 Methods for Dissemination of Notice: As soon as practicable, but no later than thirty (30) days after the Court’s entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Settlement Notice consistent with the Preliminary Approval Order by setting up the Settlement Website on the Internet and posting both the Settlement Notice and Publication Notice. Within thirty (30) days after the entry of the Preliminary Approval Order, the Settlement Administrator shall publish the Publication Notice pursuant to the Media Plan.

8.6 Declaration of Compliance: The Settlement Administrator shall prepare a declaration attesting to compliance with the Settlement Notice requirements set forth above and a statement of the estimated reach of the Media Plan. Such declaration shall be provided to Defendants' Counsel and Class Counsel and filed with the Court no later than seven (7) days prior to the Final Approval Hearing.

8.7 Report on Requests for Exclusions and Objections: Not later than seven (7) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, and Defendants' Counsel, a report stating the total number of Persons who have submitted timely and valid Opt-Out requests from the Settlement Class and Objections to the Settlement, and the names of such Persons.

9. OBJECTIONS AND REQUESTS FOR EXCLUSION

9.1 Objections: Any Settlement Class Member who intends to object to the Settlement must do so no later than the Objection Deadline. In order to object, the Settlement Class Member must file with the Clerk of the Court, and provide a copy to the Settlement Administrator, Class Counsel, and Defendants' Counsel, a document that includes:

- 9.1.1.** The case name and number;
- 9.1.2.** The name, address, telephone number, and, if available, the email address of the Person objecting;
- 9.1.3.** The name and address of the lawyer(s), if any, who is representing the Person making the Objection or who may be entitled to compensation in connection with the Objection;

- 9.1.4. A detailed statement of Objection(s), including the grounds for those Objection(s);
- 9.1.5. Copies of any papers, briefs, or other documents upon which the Objection is based;
- 9.1.6. A statement of whether the Person objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- 9.1.7. The identity of all counsel (if any) who will appear on behalf of the Person objecting at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of the Objection;
- 9.1.8. A statement of his/her membership in the Settlement Class, including all information required by the Claim Form;
- 9.1.9. The signature of the Person objecting, in addition to the signature of any attorney representing the Person objecting in connection with the Objection; and
- 9.1.10. A detailed list of any other objection by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement. This

information is requested in order to assist the Court in determining whether the Objection is made by a professional objector seeking financial consideration for their efforts. Failing to provide this information will not affect the validity of the Objection, but may result in the Court presuming that the Objection is made by a professional objector.

9.2 Compliance with Objection Requirements: Any Settlement Class Member who fails to file and serve timely a written Objection containing all of the information listed in the items in Paragraphs 9.1.1 through 9.1.10, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by any means, including but not limited to an appeal. Any Settlement Class Member who submits a timely written Objection shall consent to deposition by Class Counsel prior to the Final Approval Hearing.

9.3 Requests for Exclusion: Any Settlement Class Member may Opt-Out. A Settlement Class Member who wishes to Opt-Out must do so no later than the Opt-Out Deadline. In order to Opt-Out, a Settlement Class Member must mail to the Settlement Administrator a request to Opt-Out that is received no later than the Opt-Out Deadline. The Opt-Out request must contain the requestor's name, address, all information required by the Claim Form, and the words "I wish to be excluded from the *Williams v. Family Dollar, Inc., et al* Class Action," and original signature.

Opt-Out requests that are received after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who submits an untimely Opt-Out request will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval

Order. Except for those Persons who have properly and timely submitted Opt-Out requests, all Settlement Class Members will be bound by this Agreement and the Final Approval Order, including the Releases contained herein, regardless of whether they file a Claim or receive any monetary relief.

Any Person who timely and properly submits an Opt-Out request shall not: (a) be bound by any orders or the Final Approval Order nor by the Releases contained herein; (b) be entitled to any relief under the Settlement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement.

Each Person requesting to Opt-Out from the Settlement Class must personally sign his/her own individual Opt-Out request. No Person may Opt-Out of the Settlement Class by any other Person, and no Person shall be deemed to have Opted-Out of the Settlement Class through any purported “mass” or “class” Opt-Outs.

The Settlement Administrator shall provide Class Counsel and Defendants’ Counsel with a final list of timely Opt-Out requests received by the Settlement Administrator within seven (7) days after the Opt-Out Deadline.

In the event that a Person submits an Opt-Out and an Objection, or presents a submission that is otherwise unclear on its face, as determined by the Settlement Administrator, the submission shall be interpreted to be an Opt-Out.

10. COSTS OF NOTICE AND ADMINISTRATION

In addition to providing to Settlement Class Members the benefits described in Section 5 above, Defendants will pay actual fees and expenses for: (a) the costs of preparing and disseminating the notices provided for in Section 8 above; and (b) the other Administration Expenses, including payments made for the services of the Settlement Administrator and third-

party expenses. Payment of these costs will be deducted from the Maximum Settlement Amount as set forth in paragraph 2.25 above, and will be capped at the amount set forth in the definition of Administrative Expenses (§ 2.1 above). Notwithstanding anything to the contrary herein, Defendants shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of Plaintiffs or Class Counsel in: (a) responding to inquiries about this Agreement, the Settlement, or the Action; (b) defending this Agreement or the Settlement against any challenge to either or both of them; or (c) defending against any challenge to the Preliminary Approval Order, Final Approval Order, or judgment entered pursuant to this Agreement.

11. PROCEDURES FOR SETTLEMENT APPROVAL

11.1 Preliminary Approval: Plaintiffs shall move the Court for entry of the Preliminary Approval Order as set forth in Section 4.

11.2 Final Approval: No fewer than seven (7) days prior to the date set by the Court for the Final Approval Hearing, Plaintiffs shall apply to the Court for entry of the Final Approval Order, subject to changes agreed to by the Parties for accuracy, formatting, or clarity. At the Final Approval Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which: (a) grants final approval of the certification of the Settlement Class solely for the purposes of the Settlement; (b) designates the Class Representatives; (c) designates Class Counsel conditionally approved in the Preliminary Approval Order; (d) grants final approval to the Settlement and establishes this Agreement as fair, reasonable, and adequate to the Settlement Class; (e) provides for the Releases of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims; (f) approves the final list of timely Opt-Outs provided by the

Settlement Administrator who will not be bound by the Settlement and Final Approval Order; (g) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Action, and incorporates the Releases stated in this Agreement, with each of the Parties to bear its or his own costs and attorneys' fees, except as provided in Section 7 above; (h) authorizes the payment by Defendants of the Attorneys' Fees and Costs Award and the Class Representatives Service Award in accordance with Section 7 above and the terms of this Agreement; and (i) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Agreement.

12. RELEASES

12.1 By executing this Agreement, the Parties acknowledge that, upon both the entry of the Final Approval Order by the Court, and the passing of the Effective Date, all of the Actions shall be dismissed with prejudice, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Released Parties. The Final Approval Order shall provide for and effect the full and final release, by the Releasing Parties, of all Released Claims, consistent with the terms of this Agreement. The relief provided for in this Agreement shall be the sole and exclusive remedy for any and all claims of Settlement Class Members against the Released Parties related to the Released Claims

12.2 The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, asserted or unasserted, claims, demands, liabilities, rights, debts, obligations, liens, contracts, agreements,

judgments, actions, suits, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, penalties, fees, attorneys' fees, and/or obligations of any nature whatsoever (including "Unknown Claims" as defined below), whether at law or in equity, accrued or unaccrued, whether previously existing, existing now or arising in the future, whether direct, individual, representative, or class, of every nature, kind and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, relating in any way to any conduct prior to the date of the Preliminary Approval Order and that: (a) is or are based on any act, omission, inadequacy, misstatement, representation (express or implied), harm, matter, cause, or event related to any Product; (b) involves legal claims that have been asserted in the Action or could have been asserted in the Action; or (c) involves the advertising, marketing, promotion, purchase, sale, distribution, design, testing, manufacture, application, use, performance, warranting, packaging of the Products or Labeling (collectively, the "Released Claims"). The Parties acknowledge and agree that personal injury claims are not part of any of the facts alleged by Class Representatives in this Action and that personal injury claims are not included within the Released Claims.

12.3 Without limiting the foregoing, the Released Claims specifically extend to and include claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the releases contained herein, becomes effective, including, without limitation, any Released Claim that if known, might have affected the Releasing Parties' settlement with and release of the Releasees, or might

have affected a decision not to object to or Opt-Out of this Settlement (the “Unknown Claims”). This paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code, which provides:

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.

12.4 The Releasing Parties understand and acknowledge the significance of these waivers of section 1542 of the California Civil Code and any other applicable federal or state statute, case law, rule, or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Action and the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts at any time.

12.5 Each of the Releasing Parties shall forever refrain, whether directly or indirectly, from instituting, filing, maintaining, prosecuting, assisting with or continuing any suit, action, claim, or proceeding against any of the Released Parties in connection with any of the Released Claims (a “Precluded Action”). If any of the

Releasing Parties does institute, file, maintain, prosecute, or continue any such Precluded Action, Plaintiffs and Class Counsel shall cooperate with the efforts of any of the Released Parties to obtain dismissal with prejudice. Any claim brought in violation of this covenant shall be immediately dismissed by the forum in which it was brought, and the named Released Party shall be entitled to payment of its reasonable attorneys' fees and costs incurred in obtaining such dismissal. The releases provided for herein shall be a complete defense to, and will preclude, any Released Claim in any suit, action, claim, or proceeding.

12.6 The Court shall retain jurisdiction over the Parties and this Agreement with respect to the future performance of the terms of this Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken. The Final Approval Order shall further provide for and effect the release of all known or unknown claims (including Unknown Claims) actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, contingent or absolute, that the Released Parties now have against Plaintiffs, Class Representatives, or Class Counsel, by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action, except with respect to any breach of the terms of this Agreement by any of Plaintiffs, Class Representatives, or Class Counsel.

13. FINAL SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of

this Settlement, grants final approval of this Agreement and the Settlement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of this Agreement and the Parties' performance of their continuing rights and obligations hereunder. Court approval of the Attorneys' Fees and Costs Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for an Attorneys' Fees and Costs Award, the remainder of the terms of this Agreement shall remain in effect.

14. REPRESENTATIONS AND WARRANTIES

Each specified Party represents and warrants, severally and not jointly, to the other Parties as follows:

14.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

14.2 Each Defendant represents and warrants, severally and not jointly, that: (a) it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of each Defendant; and (c) the Agreement has been duly and validly executed and delivered by each Defendant and constitutes its legal, valid, and binding obligation.

14.3 Each Class Representative represents and warrants, severally and not jointly, that he/she is entering into the Agreement on behalf of himself/herself individually and as a proposed representative of the Settlement Class Members, of his/her own free will and without the receipt of any consideration other than what is provided in this Agreement or disclosed to, and authorized by, the Court. Each Class Representative represents and warrants, severally and not jointly, that he/she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that he/she will not file an Opt-Out request or object to this Agreement.

14.4 Plaintiffs represent and warrant, severally and not jointly, that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiffs have or may have arising out of the Action or pertaining to his/her purchase and/or use of the Product and/or the design, manufacture, testing, marketing, Labeling, packaging, or sale of the Product otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Person other than Plaintiffs have any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiffs themselves.

14.5 Such Party does not rely or has not relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other Party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated

in this Agreement or any other validly executed written agreement.

15. NO ADMISSION OF FAULT AND INADMISSIBILITY

The Agreement and every agreement and term contained in it are conditioned upon final approval of the Court and are made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiffs, the Released Parties, any Settlement Class Member or any Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party.

16. MISCELLANEOUS PROVISIONS

16.1 Conditional Nature of Settlement and Termination: Each Party shall have the right to terminate this Agreement by providing written notice of its election to do so to the other Parties within thirty (30) days of: (a) the Court's declining to enter the Preliminary Approval Order in substantially the form attached to this Agreement; (b) the Court's refusal to approve this Agreement or any part of it; (c) the Court's declining to enter the Final Approval Order which is consistent in all material respects with the terms of this Agreement; (d) the date upon which the Final Approval Order is modified or reversed in any respect by the Court of Appeals or the Supreme Court; (e) in the event that the Court enters an order and final judgment in a form other than that provided in this Agreement ("Alternative Judgment") and no Party elects to terminate

this Agreement, the date that such Alternative Judgment is modified or reversed in any respect by the applicable appellate court or the Supreme Court; or (f) in the event that the number of opt-outs exceed the maximum opt-out number contained in the Parties' confidential supplemental agreement, which will be provided to the Court in camera.

16.2 Evidentiary Preclusion: The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file this Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in any jurisdiction 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.

16.3 Effect of Non-Approval: In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, the

terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Settlement Class Members, and shall not be used in the Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement shall be without prejudice to any Party or Settlement Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Settlement Class Members shall stand in the same position as if this Agreement and the Settlement had not been negotiated, made or submitted to the Court.

16.4 Effectiveness, Amendments, and Binding Nature: This Agreement may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiffs on behalf of themselves and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that Party to be true or applicable, this Agreement shall nevertheless remain effective.

16.5 This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, holding entities,

past and present affiliates, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all current and former officers, directors, managers, members, partners, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, or other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns. All Released Parties other than Defendants, which are Parties, are intended to be third-party beneficiaries of this Agreement.

16.6 Public Statements: Unless required by law, none of the Parties will release any public statements regarding this Agreement or its terms, other than publication of the Class Notice. In the event Class Counsel receives any inquiries from the press or the general public regarding the Settlement, Class Counsel may, in response to such inquiries, direct them to the Class Settlement website. Class Counsel may otherwise communicate with class members when contacted by class members regarding the substance and terms of the Settlement. This does not prohibit disclosures about this Settlement to individual accounting, tax or other professionals as may be necessary or otherwise necessary for compliance with federal and state laws.

16.7 Non-disparagement: Plaintiffs and Class Counsel further agree not to make disparaging public statements about the Defendants, the Defendants' products, and/or their counsel, and Defendants and their Class Counsel agree not to make disparaging public statements about Plaintiffs and Class Counsel.

16.8 Cooperation in Implementation: Class Representatives and Class Counsel: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the

terms and conditions of this Settlement and to exercise their reasonable best efforts to accomplish the terms and conditions of this Agreement.

16.9 Governing Law: This Agreement shall be construed and governed in accordance with the laws of the State of Alabama, without regard to Alabama's conflict-of-laws principles.

16.10 Stay Pending Court Approval: Class Counsel and Defendants' Counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Action, in accordance with Section 3 of this Agreement.

16.11 The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in, any other proceedings against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

16.12 Signatures: This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures or signatures sent by email shall be deemed original signatures and shall be binding.

16.13 Notices: Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first

class, certified U.S. Mail, return receipt requested, and by email to:

16.14 *If to Plaintiffs or Class Counsel:*

R. Brent Irby
Irby Law, LLC
2201 Arlington Avenue South
Birmingham, AL 35205
Email: brent@irbylaw.net

16.15 *If to Defendants or Defendants' Counsel:*

Family Dollar
c/o Foley Hoag LLP
1301 Avenue of the Americas, 25th floor
New York, NY 10109
Attn: August T. Horvath
Email: ahorvath@foleyhoag.com

16.16 Reasonable Best Efforts to Effectuate this Agreement: The Parties acknowledge that it is their intent to consummate this Agreement, and agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Parties further agree they will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

16.17 Binding on Successors: The Agreement shall be binding upon, and inure to the benefit of, the heirs and assigns of the Released Parties.

16.18 Arms-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and

participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

16.19 Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

16.20 Exhibits: All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

16.21 Taxes: No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by the Released Parties, Defendants' Counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of this Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting this Agreement, if any.

16.22 Retain Jurisdiction: The Court shall retain jurisdiction with respect to the 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 agreements embodied in this Agreement.

16.23 Support from the Parties: After a full investigation, exchange of confirmatory discovery and information, and arms-length negotiations, Plaintiffs and

Class Counsel agree that they have independently determined that the Settlement is in the best interests of the Settlement Class. Moreover, the Parties and their counsel agree that they: (a) shall support motions for entry of the Preliminary Approval Order and Final Approval Order; and (b) will not encourage any Persons to Opt-Out or file Objections to the Settlement or this Agreement.

16.24 Variance; Dollars: In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s). All references in this Agreement to “Dollars” or “\$” shall refer to U.S. dollars.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

Dated:

For Named Plaintiffs and the Settlement Class:

By: _____
R. Brent Irby, Esq.

By: _____
Michael J. Lober, Esq.

By: _____
Todd L. Lord, Esq.

By: _____
Tangela Williams

By: _____
Nancy Burr

By: _____
Valerie Johnson

By: _____
Elayne Smith

By: _____
Michael Goolsby

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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

Dated:

For Named Plaintiffs and the Settlement Class:

By: _____
R. Brent Irby, Esq.

By: _____
Michael J. Lober, Esq.

By: _____
Todd L. Lord, Esq.

By: Tangela Williams
Tangela Williams

By: _____
Nancy Burr

By: _____
Valerie Johnson

By: _____
Elayne Smith

By: _____
Michael Goolsby

16.24 Variance; Dollars: In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s). All references in this Agreement to “Dollars” or “\$” shall refer to U.S. dollars.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

Dated: _____

For Named Plaintiffs and the Settlement Class:

By: _____
R. Brent Irby, Esq.
By: _____
Michael J. Lober, Esq.
By: _____
Todd L. Lord, Esq.
By: _____
Tangela Williams
By: Nancy Burr
Nancy Burr
By: _____
Valerie Johnson
By: _____
Elayne Smith
By: _____
Michael Goolsby

16.24 Variance; Dollars: In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s). All references in this Agreement to “Dollars” or “\$” shall refer to U.S. dollars.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

Dated:

Nov. 4, 2024

For Named Plaintiffs and the Settlement Class:

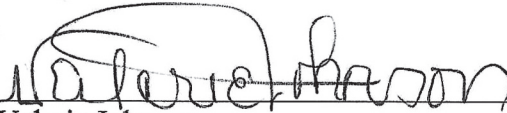
By: _____
R. Brent Irby, Esq.

By: _____
Michael J. Lober, Esq.

By: _____
Todd L. Lord, Esq.

By: _____
Tangela Williams

By: _____
Nancy Burr

By:  _____
Valerie Johnson

By: _____
Elayne Smith

By: _____
Michael Goolsby

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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

Dated:

For Named Plaintiffs and the Settlement Class:

By: _____
R. Brent Irby, Esq.

By: _____
Michael J. Lober, Esq.

By: _____
Todd L. Lord, Esq.

By: _____
Tangela Williams

By: _____
Nancy Burr

By: _____
Valerie Johnson

By: Elayne Smith
Elayne Smith

By: _____
Michael Goolsby

Dated:

October 4, 2024

For Defendants:

By:



Title:

Sr. Counsel

October 4, 2024

By:



August T. Horvath, Esq.

Ex. A=Claim Form

IMPORTANT LEGAL MATERIALS

Tangela Williams v. Family Dollar Stores, LLC, et al.
Case No. CV-2021-900022.00
Circuit Court
Barbour County, Alabama, Eufaula Division

For use by purchasers of Family Dollar brand ground coffee
Product(s), including Chestnut Hill, between January 1, 2019, and
Preliminary Approval Date.

CLAIM FORM

GENERAL INSTRUCTIONS

Settlement Class Members who seek Coffee Product Vouchers from the Settlement must complete and return this Claim Form.

Completed Claim Forms must be mailed to the Settlement Administrator at Williams v. Family Dollar Settlement Administrator, c/o Epiq Global, PO Box 2030, Portland, OR 97208-2030 or can be submitted online via the Settlement Website, www.XXXXXXX.com. **Claim Forms submitted via mail must be RECEIVED ON OR BEFORE XXX XX, 2025, OR SUBMITTED ONLINE NO LATER THAN XXX XX, 2025 AT 11:59 pm, Central Time.** The information will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement.

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Notice of Proposed Class Action Settlement (the “Notice”) available at www.XXXXXXXXX.com. Defined terms (with initial capitals) used in these General Instructions have the same meaning as set forth in the Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Release(s) included as a material term of the Settlement Agreement.

Only one Claim may be submitted per Household.

If you fail to submit a valid and timely Claim Form, your Claim may be rejected, and you may be precluded from any recovery from the Settlement fund. If you are a member of the Settlement Class and you do not timely and validly request to Opt-Out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form.

To receive the most current information, receive updates, and to file your Claim, please visit the Settlement Website at www.XXXXXXXXX.com.

Claimant Information

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code:-----

Daytime Phone Number: (____) _____ - _____

Evening Phone Number: (____) _____ - _____

E-mail Address: _____@_____

Please complete the attestation below.

The Settlement Benefit is available for Settlement Class Members who purchased Family Dollar proprietary brand ground coffee products, including all Chestnut Hill ground coffee products, including in 33.9-oz and 11.3-oz container sizes in a Family Dollar store in the United States during the Class Period. You do not require a Proof of Purchase. If you check the box below, then you may receive a voucher redeemable for the purchase of one (1) 9.6-oz. container of Chestnut Hill ground coffee.

Attestation I purchased one or more Products during the Class Period.**Submission to Jurisdiction of the Court**

By signing below, you are submitting to the jurisdiction of the Circuit Court for Barbour County, Alabama.

Certification under Penalty of Perjury**I hereby certify under penalty of perjury that:**

1. I have read the Settlement Agreement and agree to its terms, including the Release(s);
2. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information and belief;
3. The additional information provided to the Settlement Administrator to support my Claim is an original or a complete and true copy of the original document;
4. I am a member of the Settlement Class and did not request to Opt-Out from the Settlement Class;
5. I am neither (a) a Person who purchased or acquired the Product for resale; (b) an employee, principal, legal representative, successor, or and assign of Defendant or its affiliated entities; (c) a Person who has filed for exclusion from the Settlement Class; (d) counsel for the Parties; (e) a governmental entity; nor (f) a judicial officer or courtroom staff to whom this Action is assigned, or any member of the judge's immediate family;
6. I have not submitted any other Claim for the same purchases and have not authorized any other Person or entity to do so, and know of no other Person or entity having done so on my behalf;
7. No other Person in my Household has submitted a Claim under this Settlement;
8. I will timely provide any additional information requested by the Settlement Administrator to validate my Claim;
9. I understand that by submitting this Claim Form, and if the Settlement is Finally Approved, I am deemed to have given a complete Release of all settled claims; and
10. I understand that Claims will be audited for veracity, accuracy and fraud. Illegible Claim forms can be rejected. If a Claim Form is determined not to be a Valid Claim, it will be rejected.

Signature: _____ Dated: _____

**Ex. B=Class Notices,
Long Form and Short
Form**

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If You Purchased Any Family Dollar Proprietary Brand Ground Coffee Product(s), including Chestnut Hill, at Family Dollar between January 1, 2019, and , 2025, a Class Action Settlement May Affect Your Rights.

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

- A proposed Settlement has been reached in a class action lawsuit (“Lawsuit”) known as *Tangela Williams, et al. v. Family Dollar Stores, LLC*, Case No. CV-2021-900022.00, pending in the Circuit Court, Barbour County, Eufaula Division, Alabama.
- The lawsuit alleges Family Dollar Stores, LLC, and its affiliates (“Family Dollar” or “Defendant”) deceptively and unlawfully labeled, packaged, and marketed Chestnut Hill ground coffee, overstating the amount of coffee each package can actually make. The lawsuit alleges Chestnut Hill ground coffee does not contain enough ground coffee to make the stated number of cups when following the brewing instructions on the label. Family Dollar denies any wrongdoing.
- You are a Settlement Class Member if you purchased any Products in the United States between January 1, 2019, to , 2025. Products include all Family Dollar proprietary brand ground coffee products, including all Chestnut Hill coffee products in 33.9-oz and 11.3-oz container sizes.
- If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible for one Coffee Product Voucher redeemable for a 9.6-ounce container of Chestnut Hill Ground Coffee, without providing proof of purchase. If the total value of Valid Claims submitted exceeds the settlement amount after Attorneys’ Fees and Costs, Service Awards, and Administrative Expenses are paid, the amount of the Coffee Product Voucher will be reduced on a pro rata (a legal term meaning equal share) basis.
- Family Dollar has also agreed to change its Labeling practices.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim	The only way to get a Coffee Product Voucher is to submit a timely and valid Claim Form.	Submitted or Received by: Month DD, 20YY
Exclude Yourself	Get out of the Settlement. Get no Coffee Product Voucher. Keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit.	Received by: Month DD, 20YY
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: Month DD, 20YY
Do Nothing	Get no Coffee Product Voucher. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

Questions? Call 1-XXX-XXX-XXXX or visit www.FDCoffeeSettlement.com

- The Court must decide whether to approve the Settlement and the requested attorneys' fees and costs. Coffee Product Vouchers will not be provided unless the Court approves the Settlement.

Questions? Call **1-XXX-XXX-XXXX** or visit **www.FDCoffeeSettlement.com**

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You may be a Settlement Class Member in the proposed Settlement regarding the alleged deceptive marketing, packaging, and labeling of Family Dollar ground coffee Products if you purchased any Product in the United States at a Family Dollar store operated by Defendant or its subsidiaries during the Class Period, January 1, 2019, to [REDACTED], 2025.

Products include all Family Dollar proprietary brand ground coffee products, including all Chestnut Hill ground coffee products, including in 33.9-oz, 10.3-oz, and 9.6-oz. container sizes.

This Notice explains the nature of the lawsuit and legal claims being settled, your legal rights, and the Settlement Benefits.

2. What is this Lawsuit about?

Judge Burt Smithart of the Circuit Court of Barbour County, Eufaula Division, Alabama, is overseeing this class action. The lawsuit is known as *Tangela Williams, et al. v. Family Dollar Stores, LLC*, Case No. CV-2021-900022.00. The persons who filed the lawsuit are called the “Plaintiffs,” and the company they sued, Family Dollar Stores, LLC, is known as the “Defendant” in this case. Defendant will be called “Family Dollar” in this Notice.

Plaintiffs filed a lawsuit against Family Dollar, individually, and on behalf of anyone who purchased Family Dollar ground coffee Products, for personal use between January 1, 2019 and [REDACTED], 2025.

The lawsuit alleges that Family Dollar improperly labeled, marketed, advertised, and sold Chestnut Hill ground coffee Products and there was not enough ground coffee to make the stated number of cups when following the brewing instructions on the Product label. Family Dollar denies any wrongdoing. The Court has not decided who is right.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and the risks and uncertainty associated with continuing the lawsuit. The Class Representatives, Family Dollar, and their lawyers believe the proposed Settlement is fair, reasonable, and adequate and, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Family Dollar. Full details about the proposed Settlement are found in the Settlement Agreement available at www.FDCoffeeSettlement.com.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar legal claims. All of these people together are the “Class” or “Class Members.” One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Tangela Williams, Nancy Burr, Michael Goolsby, Valerie Johnson, and Elayne Smith.

Questions? Call 1-XXX-XXX-XXXX or visit www.FDCoffeeSettlement.com

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

You are a Settlement Class Member if you purchased any Product in the United States at a Family Dollar store operated by Defendant or its subsidiaries during the Class Period, January 1, 2019, to [redacted], 2025.

Products include all Family Dollar proprietary brand ground coffee products, including all Chestnut Hill coffee products in 33.9-oz, 10.3-oz, and 9.6-oz container sizes.

If you are still not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, visit www.FDCoffeeSettlement.com, call toll free 1-XXX-XXX-XXXX, or write questions to *Williams v. Family Dollar*, c/o Settlement Administrator, [address].

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement, if approved by the Court, will provide the following Settlement Benefits:

1. **Business Practices:** Family Dollar, as distributor of the Products, has agreed to work with its manufacturer to change its labeling practices by either removing the language about the number of cups of coffee that can be made by following the brewing instructions from the Labeling of the Products, or revising the language consistent with verified testing results from a reputable third-party laboratory.
2. **Coffee Product Voucher:** Settlement Class Members are eligible to receive a Coffee Product Voucher without Proof of Purchase. If you submit a timely and valid Claim Form, you may be eligible to receive one (1) Coffee Product Voucher redeemable for a 9.6-ounce container of Chestnut Hill ground coffee per household. Only one Claim Form may be submitted per Household.

If the total amount of Valid Claims submitted exceeds the settlement amount after Attorneys' Fees and Costs, Service Awards, and Administrative Expenses are paid, the amount of the Coffee Product Voucher will be reduced on a pro rata (a legal term meaning equal share) basis.

You must submit a timely and valid Claim Form to get a Coffee Product Voucher from the proposed Settlement. Claim Forms must be submitted online at www.FDCoffeeSettlement.com by [redacted], 2025, at 11:59 p.m. Central Time or mailed to the Settlement Administrator **received** no later than [redacted], 2025. Claim Forms are also available on the Settlement Website at www.FDCoffeeSettlement.com or by calling 1-XXX-XXX-XXXX or by writing to:

Williams v. Family Dollar
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

7. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to be eligible to receive a Coffee Product Voucher from the Settlement, if it is approved. You can submit a Claim Form online at

Questions? Call 1-XXX-XXX-XXXX or visit www.FDCoffeeSettlement.com

www.FDCoffeeSettlement.com, download a Claim Form at www.FDCoffeeSettlement.com or by calling 1-XXX-XXX-XXXX or by writing to:

Williams v. Family Dollar
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Your Claim Form must be received, if submitted online, no later than **11:59 p.m. Central Time on** **, 2025** or, if mailed to the Settlement Administrator, received no later than **Month DD, 2025**.

8. When will I receive my Coffee Product Voucher?

If you file a timely and valid Claim Form, Coffee Product Vouchers will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.FDCoffeeSettlement.com or for updates.

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

Unless you exclude yourself, you will be included as part of the Settlement Class, if the Settlement is approved. This means you cannot sue, continue to sue or be part of any other lawsuit against the Released Parties about the legal issues in this lawsuit. It also means that all of the Court's orders will apply to you and legally bind you and that you will release the legal claims detailed in the Settlement Agreement, which includes any claims relating to the advertising, marketing, promotion, purchase, sale, distribution, design, testing, manufacture, application, use, performance, warranting, or packaging of the Products or their labeling, as well as any claims based on any act, omission, inadequacy, misstatement, representation (express or implied), harm, matter, cause, or event related to the Products. The Release is provided in the Settlement Agreement in Section 12 in necessary legal terminology. Full details of the Release are provided in Section 12 of the Settlement Agreement, which is available at www.FDCoffeeSettlement.com.

The only way to keep the right to sue the Released Parties is to exclude yourself (*see* Question **11**), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the legal claims in this case.

10. Will the Class Representatives receive compensation?

Yes. The Class Representatives will request a Service Award of up to a maximum total amount of \$2,000 each, for their services as Class Representatives and their efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives. If awarded, the Service Award will be paid from the Settlement Fund. The Court may award less than these amounts.

EXCLUDE YOURSELF

If you want to keep the right to sue or continue to sue the Released Parties for the legal claims in this lawsuit, and you do not want to receive a Coffee Product Voucher from this Settlement, you must

Questions? Call 1-XXX-XXX-XXXX or visit www.FDCoffeeSettlement.com

take steps to exclude yourself from the Settlement. This is called “excluding yourself”—or is sometimes referred to as “opting out” of the class.

11. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number;
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in *Williams v. Family Dollar*.”

The exclusion request must be **received** by the Settlement Administrator no later than , **2025**, at the following address:

Williams v. Family Dollar
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt out hasn’t been signed by each and every individual Settlement Class Member will not be allowed.

If you exclude yourself, you will not be able to receive a Coffee Product Voucher from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue Family Dollar on your own for the legal claims that this Settlement resolves.

12. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question **8**) for the legal claims this Settlement resolves.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Irby Law, LLC; Lober & Dobson, LLC; and Law Office of Todd L. Lord (called “Class Counsel”) to represent the interests of all Settlement Class Members in this lawsuit. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of Attorneys’ Fees and Litigation Expenses in an amount up to \$266,667. A copy of Class Counsel’s Application for Attorneys’ Fees and Expenses will be posted on the Settlement Website, www.FDCoffeeSettlement.com, by , **2025**, which is

Questions? Call [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX) or visit www.FDCoffeeSettlement.com

fourteen (14) days before the Objection Deadline. The Court will make the final decision as to the amount to be paid to Class Counsel, and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an Objection telling them why you do not think the Settlement should be approved. Objections must be submitted in writing and must include the following information:

- (i) The case name and number: *Tangela Williams, et al. v. Family Dollar Stores, LLC*, Case No. CV-2021-900022.00, Circuit Court, Barbour County, Eufaula Division, Alabama;
- (ii) Your full name, address, telephone number and email address;
- (iii) The name and address of any lawyer(s) representing you or who may be entitled to compensation in connection with your Objection;
- (iv) A detailed statement of the Objection(s), including the grounds for the Objection(s);
- (v) Copies of any papers, briefs, or other documents upon which the Objection is based;
- (vi) Indicate if you intend to appear at the Final Approval Hearing, with or without your lawyer;
- (vii) Indicate any lawyer who will appear on your behalf at the Final Approval Hearing and any person who will be called to testify to support your Objection;
- (viii) A statement that you are a Settlement Class Member in the proposed Settlement, including all information from the Claim Form;
- (ix) Your signature in addition to the signature of any lawyer representing you in connection with the Objection; and
- (x) A detailed list of any class action settlement objections made by you or your lawyer in the last five years.

Your Objection must be **filed** with the Clerk of the Court no later than **___, 2025**, to:

Clerk of Court
Barbour County Circuit Court, Eufaula Division
303 East Broad Street
Eufaula, AL 36027

In addition, you must mail a copy of your Objection to Settlement Administrator, Class Counsel, Defense Counsel, to be **received** no later than **___, 2025**:

CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
R. Brent Irby Irby Law, LLC 2201 Arlington Avenue South Birmingham, AL 35205 Email: brent@irbylaw.net	Family Dollar c/o Foley Hoag LLP 1301 Avenue of the Americas, 25 th Floor New York, NY 10019 Attn: August T. Horvath Email: AHorvath@FoleyHoag.com	<i>Williams v. Family Dollar</i> Settlement Administrator PO Box XXXX Portland, OR 972XX-XXXX

If you do not submit your Objection with all requirements, or if your Objection is not filed and received by **___, 2025**, as outlined above, you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

Questions? Call 1-XXX-XXX-XXXX or visit www.FDCoffeeSettlement.com

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

Objecting is simply 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 is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing on , 2025, at XX:XX x.m., in the Circuit Court of Barbour County, Alabama, 303 East Broad Street, Eufaula, Alabama, in the courtroom of the Honorable Burt Smithart. The hearing may be moved to a different date, time or location without additional notice, so it is recommended that you periodically check www.FDCoffeeSettlement.com for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid, timely Objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees and Expenses to Class Counsel and the request for Service Awards to the Class Representatives.

18. Do I have to come to the Final Approval Hearing?

No, you are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your Objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

19. May I speak at the Final Approval hearing?

Yes, you can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an Objection according to the instructions in Question 15, including all the information required.

You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get a Coffee Product Voucher from the Settlement, you will not be able to sue for the legal claims in this lawsuit and you release the legal claims against the Defendant and the Released Parties.

GET MORE INFORMATION

Questions? Call [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX) or visit www.FDCoffeeSettlement.com

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the complaints, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit www.FDCoffeeSettlement.com or call 1-XXX-XXX-XXXX.

You may also contact the Settlement Administrator in writing at *Williams v. Family Dollar, c/o Settlement Administrator, [address]*.

You may also visit or call the Clerk's office at the Barbour County Clerk of Court, 303 East Broad Street, Eufaula, Alabama; [phone]. The Clerk will tell you how to obtain the complete file for inspection and copying at your own expense.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE.**

Questions? Call 1-XXX-XXX-XXXX or visit www.FDCoffeeSettlement.com

If You Purchased Any Family Dollar Proprietary Brand Ground Coffee Product(s), including Chestnut Hill, at Family Dollar Between January 1, 2019, and [REDACTED], 2025, a Class Action Settlement May Affect Your Rights.

A proposed Settlement has been reached in a class action lawsuit known as *Tangela Williams v. Family Dollar Stores, LLC*, Case No. CV-2021-900022.00, pending in the Circuit Court, Barbour County, Eufaula Division, Alabama.

The lawsuit alleges Family Dollar Stores, LLC and its affiliates (“Family Dollar” or “Defendant”) deceptively and unlawfully labeled, packaged, and marketed Chestnut Hill ground coffee, overstating the amount of coffee each package can actually make. The lawsuit alleges Chestnut Hill ground coffee does not contain enough ground coffee to make the stated number of cups when following the brewing instructions on the label. Family Dollar denies any wrongdoing.

Who is a Class Member?

You are a Settlement Class Member if you purchased any Product in the United States at a store operated by Defendants or their parents, subsidiaries, or affiliates during the Class Period, January 1, 2019, to [REDACTED], 2025.

Products include all Family Dollar proprietary brand ground coffee products, including all Chestnut Hill coffee products, including in 33.9-oz and 11.3-oz container sizes.

If you are still not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, visit www.FDCoffeeSettlement.com, call toll free 1-XXX-XXX-XXXX, or write questions to *Williams v. Family Dollar*, c/o Settlement Administrator, [address].

What does the Settlement Provide?

1. **Business Practice Changes:** Family Dollar has or will work with manufacturers to remove or update any allegedly misleading labeling on its ground coffee products.
2. **Coffee Product Voucher:** Settlement Class Members are eligible to receive a Coffee Product Voucher redeemable for a 9.6-ounce container of Chestnut Hill ground coffee without proof of purchase. You must submit a timely and valid Claim Form to get a Coffee Product Voucher. Only one Claim Form may be submitted per Household.

You must submit a timely and valid Claim Form to get a Coffee Product Voucher. Claim Forms must be submitted online at www.FDCoffeeSettlement.com by [REDACTED], 2025, at 11:59 p.m. Central Time or mailed to the Settlement Administrator **received** no later than [REDACTED], 2025. Claim Forms are also available on the Settlement Website at www.FDCoffeeSettlement.com or by calling 1-XXX-XXX-XXXX or by writing to: *Williams v. Family Dollar Settlement Administrator*, PO Box XXXX, Portland, OR 972XX-XXXX.

If the total amount of Valid Claims submitted exceeds the settlement amount after Attorneys’ Fees and Costs, Service Awards, and Administrative Expenses are paid, the amount of the Coffee Product Voucher will be reduced on a pro rata (a legal term meaning equal share) basis.

What are my options?

- (1) **Do nothing** - Stay in the Settlement, get no Coffee Product Voucher, and give up your legal rights.
- (2) **Exclude yourself** – Get out of the Settlement. Get no Coffee Product Voucher. Keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit. The Long Form Notice available on the Settlement Website has more information on how to request to be excluded. You must submit your exclusion request **received by Month 00, 2025**.

(3) Object to the Settlement - Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it. You must file your objection by **Month 00, 2025**. Details on how to object are on the Settlement Website.

A Final Approval Hearing will be held in the **Circuit Court of Barbour County, Alabama, 303 East Broad Street, Eufaula, Alabama**, in the courtroom of the **Honorable Burt Smithart**, on **Month 00, 2025 at 00:00 x.m.**, to decide whether to approve the Settlement and to award Class Counsel attorneys' fees and expenses of up to \$266,667, and up to \$2,000 for each Class Representative. The Motion for Attorneys' Fees and Expenses will be posted on the Settlement Website. You may hire an attorney, at your own expense, but you don't have to. Coffee Product Vouchers will be provided only if the Settlement is approved, and all appeals are resolved.

This is only a summary. For more information visit **www.FDCoffeeSettlement.com**, or call **1-XXX-XXX-XXXX**.

Si Usted Compró Algún Producto de Café Molido de Propiedad de la Marca Family Dollar, incluyendo Chestnut Hill, en Family Dollar entre el 1 de enero de 2019 y el [REDACTED], 2025, un Acuerdo Colectivo Puede Afectar Sus Derechos.

Esta no es una solicitud de un abogado. Una Corte autorizó este aviso.

- Se ha alcanzado una propuesta de Acuerdo en una demanda de acción colectiva (la “Demanda”) conocida como *Tangela Williams, et al. c. Family Dollar Stores, LLC*, Caso No. CV-2021-900022.00, pendiente ante la Corte de Circuito, Condado de Barbour, División Eufaula, Alabama.
- La demanda alega que Family Dollar Stores, LLC y sus afiliados (“Family Dollar” o “Demandado”) etiquetaron, empaquetaron y comercializaron de manera engañosa e ilegal el café molido Chestnut Hill, exagerando la cantidad de café que cada paquete puede realmente hacer. La demanda alega que el café molido Chestnut Hill no contiene suficiente café molido para hacer el número de tazas indicado cuando se siguen las instrucciones de preparación en la etiqueta. Family Dollar niega cualquier irregularidad.
- Usted es un Miembro del Acuerdo Colectivo si compró cualquier Producto en los Estados Unidos entre el 1 de enero de 2019 y el [REDACTED], 2025. Los productos incluyen todos los productos de café molido de propiedad de la marca Family Dollar, incluyendo todos los productos de café Chestnut Hill en tamaños de contenedor de 33.9-oz y 11.3-oz.
- Si usted es un Miembro del Acuerdo Colectivo y envía un Formulario de Reclamo válido y oportuno, puede ser elegible para un Vale de Producto de Café canjeable por un contenedor de 9.6-onzas de Café Molido Chestnut Hill, sin necesidad de proporcionar prueba de compra. Si el valor total de los Reclamos Válidos presentados excede el monto del acuerdo después de pagar los Honorarios y Costos de los Abogados, la Compensación por Servicios y los Gastos Administrativos, el monto del Vale de Producto de Café se reducirá a prorrata (un término legal que significa en partes iguales).
- Family Dollar también ha acordado cambiar sus prácticas de Etiquetado.

Sus derechos legales se ven afectados si no hace nada. Lea este Aviso cuidadosamente.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO		FECHA LÍMITE
Enviar un Reclamo	La única manera de obtener un Vale de Producto de Café es enviar un Formulario de Reclamo válido y oportuno.	Enviado o Recibido antes de: Mes Día, 20YY
Excluirse	Salir del Acuerdo. No recibir un Vale de Producto de Café. Conservar su derecho a presentar su propia demanda contra las Partes Liberadas sobre las reclamaciones legales en esta demanda.	Recibido antes de: Mes Día, 20YY
Objeto del Acuerdo	Permanecer en el Acuerdo pero decirle a la Corte por qué no está de acuerdo con el Acuerdo. Aún estará obligado por el Acuerdo si la Corte lo aprueba.	Presentado antes de: Mes Día, 20YY

¿Preguntas? Llame al 1-XXX-XXX-XXXX o visite www.FDCoffeeSettlement.com

No hacer nada	No recibir un Vale de Producto de Café. Renunciar a sus derechos legales.	
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- Estos derechos y opciones—**y los plazos para ejercerlos**—se explican en este Aviso.
- La Corte debe decidir si aprueba el Acuerdo y los honorarios y costos de abogados solicitados. Los Vales de Producto de Café no se proporcionarán a menos que la Corte apruebe el Acuerdo.

¿Preguntas? Llame al **1-XXX-XXX-XXXX** o visite **www.FDCoffeeSettlement.com**

INFORMACIÓN BÁSICA

1. ¿Cómo sé si estoy afectado por la Demanda y el Acuerdo?

Usted puede ser un Miembro del Acuerdo Colectivo en el Acuerdo propuesto relacionado con la supuesta comercialización, empaquetado y etiquetado engañoso de los Productos de café molido de Family Dollar si compró algún Producto en los Estados Unidos en una tienda Family Dollar operada por el Demandado o sus subsidiarias durante el Período de la Clase, del 1 de enero de 2019 al **2025**.

Los productos incluyen todos los productos de café molido de propiedad de la marca Family Dollar, incluyendo todos los productos de café molido Chestnut Hill, en tamaños de contenedor de 33.9-oz, 10.3-oz y 9.6-oz.

Este Aviso explica la naturaleza de la demanda y las reclamaciones legales que se están acordando, sus derechos legales y los Beneficios del Acuerdo.

2. ¿De qué se trata esta Demanda?

El juez Burt Smithart de la Corte de Circuito del Condado de Barbour, División Eufaula, Alabama, está supervisando esta demanda colectiva. La demanda se conoce como *Tangela Williams, et al. c. Family Dollar Stores, LLC*, Caso No. CV-2021-900022.00. Las personas que presentaron la demanda se llaman “Demandantes”, y la empresa a la que demandaron, Family Dollar Stores, LLC, se la conoce como el “Demandado” en este caso. El Demandado será llamado “Family Dollar” en este Aviso.

Los Demandantes presentaron una demanda contra Family Dollar, individualmente, y en nombre de cualquier persona que compró Productos de café molido de Family Dollar, para uso personal entre el 1 de enero de 2019 y el **2025**.

La demanda alega que Family Dollar etiquetó, comercializó, anunció y vendió de manera inapropiada los Productos de café molido Chestnut Hill y que no había suficiente café molido para hacer el número de tazas indicado cuando se siguen las instrucciones de preparación en la etiqueta del Producto. Family Dollar niega cualquier irregularidad. La Corte no ha decidido quién tiene la razón.

3. ¿Por qué hay un Acuerdo?

Al aceptar acordar, ambas partes evitan el costo y los riesgos e incertidumbres asociados con continuar la demanda. Los Representantes de la Clase, Family Dollar y sus abogados creen que el Acuerdo propuesto es justo, razonable y adecuado, y lo mejor para los Miembros del Acuerdo Colectivo. La Corte no decidió a favor de los Demandantes ni de Family Dollar. Los detalles completos sobre el Acuerdo propuesto se encuentran en el Acuerdo Conciliatorio disponible en **www.FDCoffeeSettlement.com**.

4. ¿Por qué es esto una demanda colectiva?

En una demanda colectiva, una o más personas llamadas “Representantes de la Clase” demandan en nombre de todas las personas que tienen reclamaciones legales similares. Todas estas personas juntas son la “Clase” o los “Miembros de la Clase”. Una Corte resuelve los problemas para todos los miembros de la clase, excepto para aquellos miembros de la clase que se excluyan (optar por no participar) de la clase de manera oportuna.

¿Preguntas? Llame al **1-XXX-XXX-XXXX o visite **www.FDCoffeeSettlement.com****

Los Representantes de la Clase en esta demanda son los Demandantes Tangelo Williams, Nancy Burr, Michael Goolsby, Valerie Johnson y Elayne Smith.

5. ¿Cómo sé si estoy incluido en el Acuerdo?

Usted es un Miembro del Acuerdo Colectivo si compró cualquier Producto en los Estados Unidos en una tienda Family Dollar operada por el Demandado o sus subsidiarias durante el Período de la Clase, del 1 de enero de 2019 al [redacted], 2025.

Los productos incluyen todos los productos de café molido de propiedad de la marca Family Dollar, incluyendo todos los productos de café Chestnut Hill en tamaños de contenedor de 33.9-oz, 10.3-oz y 9.6-oz.

Si aún no está seguro de si es un Miembro del Acuerdo Colectivo, o tiene alguna otra pregunta sobre el Acuerdo, visite www.FDCoffeeSettlement.com, llame gratis al 1-XXX-XXX-XXXX, o escriba sus preguntas a *Williams v. Family Dollar, c/o Settlement Administrator, [dirección]*.

LOS BENEFICIOS DEL ACUERDO

6. ¿Qué proporciona este Acuerdo?

El Acuerdo propuesto, si es aprobado por la Corte, proporcionará los siguientes Beneficios del Acuerdo:

1. **Prácticas Comerciales:** Family Dollar, como distribuidor de los Productos, ha acordado trabajar con su fabricante para cambiar sus prácticas de etiquetado, ya sea eliminando el lenguaje sobre la cantidad de tazas de café que se pueden hacer siguiendo las instrucciones de preparación de la Etiqueta de los Productos, o revisando el lenguaje de acuerdo con los resultados de pruebas verificadas de un laboratorio de terceros de buena reputación.
2. **Vale de Producto de Café:** Los Miembros del Acuerdo Colectivo son elegibles para recibir un Vale de Producto de Café sin Prueba de Compra. Si envía un Formulario de Reclamo válido y oportuno, puede ser elegible para recibir un (1) Vale de Producto de Café canjeable por un contenedor de 9.6-onzas de café molido Chestnut Hill por hogar. Solo se puede enviar un Formulario de Reclamo por Hogar.

Si la cantidad total de Reclamos Válidos presentados excede el monto del acuerdo después de pagar los Honorarios y Costos de los Abogados, la Compensación por Servicios y los Gastos Administrativos, el monto del Vale de Producto de Café se reducirá a prorrata (un término legal que significa en partes iguales).

Debe enviar un Formulario de Reclamo válido y oportuno para obtener un Vale de Producto de Café del Acuerdo propuesto. Los Formularios de Reclamo deben enviarse electrónicamente en www.FDCoffeeSettlement.com antes del [redacted] de 2025, a las 11:59 p.m. Hora Central o enviarse por correo al Administrador del Acuerdo y recibirse a más tardar el [redacted] de 2025. Los Formularios de Reclamo también están disponibles en el Sitio Web del Acuerdo en www.FDCoffeeSettlement.com o llamando al 1-XXX-XXX-XXXX o escribiendo a:

Williams v. Family Dollar
Administrador del Acuerdo
PO Box XXXX
Portland, OR 972XX-XXXX

¿Preguntas? Llame al 1-XXX-XXX-XXXX o visite www.FDCoffeeSettlement.com

7. ¿Cómo envío un Formulario de Reclamo?

Debe enviar un Formulario de Reclamo válido y oportuno para ser elegible para recibir un Vale de Producto de Café del Acuerdo, si es aprobado. Puede enviar un Formulario de Reclamo electrónicamente en www.FDCoffeeSettlement.com, descargar un Formulario de Reclamo en www.FDCoffeeSettlement.com o llamando al 1-XXX-XXX-XXXX o escribiendo a:

Williams v. Family Dollar
Administrador del Acuerdo
PO Box XXXX
Portland, OR 972XX-XXXX

Su Formulario de Reclamo debe ser recibido, si se envía electrónicamente, a más tardar a las **11:59 p.m. Hora Central del ____ de 2025** o, si se envía por correo al Administrador del Acuerdo, debe recibirse a más tardar el **Mes Día, 2025**.

8. ¿Cuándo recibiré mi Vale de Producto de Café?

Si presenta un Formulario de Reclamo válido y oportuno, los Vales de Producto de Café serán proporcionados por el Administrador del Acuerdo después de que el Acuerdo sea aprobado por la Corte y se vuelva definitivo.

Puede tomar tiempo para que el Acuerdo sea aprobado y sea definitivo. Por favor, sea paciente y consulte www.FDCoffeeSettlement.com para actualizaciones.

9. ¿A qué estoy renunciando como parte del Acuerdo?

A menos que se excluya, será incluido como parte del Acuerdo Colectivo, si el Acuerdo es aprobado. Esto significa que no puede demandar, continuar demandando o ser parte de cualquier otra demanda contra las Partes Liberadas sobre los problemas legales en esta demanda. También significa que todas las órdenes de la Corte se aplicarán a usted y lo vincularán legalmente y que renunciará a los reclamos legales detallados en el Acuerdo Conciliatorio, que incluye cualquier reclamo relacionado con la publicidad, marketing, promoción, compra, venta, distribución, diseño, testeo, fabricación, aplicación, uso, rendimiento, garantía o empaquetado de los Productos o su etiquetado, así como cualquier reclamo basado en cualquier acto, omisión, insuficiencia, declaración inexacta, representación (expresa o implícita), daño, asunto, causa o evento relacionado con los Productos. La Liberación se proporciona en la Sección 12 del Acuerdo Conciliatorio en terminología legal necesaria. Los detalles completos de la Liberación se proporcionan en la Sección 12 del Acuerdo Conciliatorio, que está disponible en www.FDCoffeeSettlement.com.

La única manera de mantener el derecho a demandar a las Partes Liberadas es excluirse (ver Pregunta **11**), de lo contrario, será incluido en el Acuerdo Colectivo, si el Acuerdo es aprobado, y renunciará al derecho a demandar por los reclamos legales en este caso.

10. ¿Recibirán compensación los Representantes de la Clase?

¿Preguntas? Llame al [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX) o visite www.FDCoffeeSettlement.com

Sí. Los Representantes de la Clase solicitarán una Compensación por Servicios de hasta un monto máximo total de \$2,000 cada uno, por sus servicios como Representantes de la Clase y sus esfuerzos en presentar la demanda. La Corte tomará la decisión final sobre la cantidad, si la hay, que se pagará a los Representantes de la Clase. Si se otorga, la Compensación por Servicios se pagará del Fondo del Acuerdo. La Corte puede otorgar menos de estas cantidades.

EXCLÚYASE

Si desea mantener el derecho a demandar o continuar demandando a las Partes Liberadas por los reclamos legales en esta demanda, y no desea recibir un Vale de Producto de Café de este Acuerdo, debe tomar medidas para excluirse del Acuerdo. A esto se llama “excluirse” o a veces se refiere como “optar por salir” de la clase.

11. ¿Cómo me excluyo del Acuerdo?

Si no desea ser incluido en el Acuerdo, debe enviar una solicitud de exclusión por escrito, que incluya lo siguiente:

- 1) Su nombre, dirección, número de teléfono;
- 2) Su firma física personal; y
- 3) Una declaración de que desea ser excluido del Acuerdo Colectivo, como por ejemplo “Por la presente solicito ser excluido del Acuerdo Colectivo en *Williams v. Family Dollar*.”

La solicitud de exclusión debe ser **recibida** por el Administrador del Acuerdo a más tardar el **2025**, en la siguiente dirección:

Williams v. Family Dollar
Administrador del Acuerdo
PO Box XXXX
Portland, OR 972XX-XXXX

No puede optar por salir (excluirse) por teléfono o por correo electrónico.

Las solicitudes de exclusión “masivas” o “de clase” presentadas por terceros en nombre de una “masa” o “clase” de Miembros del Acuerdo Colectivo o múltiples Miembros del Acuerdo Colectivo donde la exclusión no haya sido firmada por cada uno de los Miembros del Acuerdo Colectivo no serán permitidas.

Si se excluye, no podrá recibir un Vale de Producto de Café del Acuerdo y no podrá objetar al Acuerdo. No estará legalmente obligado por nada que ocurra en esta demanda y mantendrá su derecho a demandar a Family Dollar por su cuenta por los reclamos legales que este Acuerdo resuelve.

12. Si no me excluyo, ¿puedo demandar más tarde?

No. Si no se excluye del Acuerdo, y el Acuerdo es aprobado por la Corte, renunciará para siempre al derecho a demandar a las Partes Liberadas (enumeradas en la Pregunta 8) por los reclamos legales que este Acuerdo resuelve.

¿Preguntas? Llame al **1-XXX-XXX-XXXX** o visite **www.FDCoffeeSettlement.com**

LOS ABOGADOS QUE LO REPRESENTAN

13. ¿Tengo un abogado en la demanda?

Sí. La Corte ha designado a Irby Law, LLC; Lober & Dobson, LLC; y Law Office of Todd L. Lord (llamados “Abogados de la Clase”) para representar los intereses de todos los Miembros del Acuerdo Colectivo en esta demanda. No se le cobrará por estos abogados. Si desea ser representado por su propio abogado, puede contratar uno a su propio costo.

14. ¿Cómo se les pagará a los abogados?

Los Abogados de la Clase solicitarán a la Corte una compensación por Honorarios de Abogados y Gastos de Litigio por un monto de hasta \$266,667. Una copia de la Solicitud de Honorarios y Gastos de los Abogados de la Clase se publicará en el Sitio Web del Acuerdo, www.FDCoffeeSettlement.com, antes del , 2025, que es catorce (14) días antes de la Fecha Límite de Objeción. La Corte tomará la decisión final sobre la cantidad a pagar a los Abogados de la Clase y puede otorgar menos de la cantidad solicitada por los Abogados de la Clase.

OBJECIONES AL ACUERDO

15. ¿Cómo le digo a la Corte que no me gusta el Acuerdo?

Si desea decirle a la Corte que no está de acuerdo con el Acuerdo propuesto o alguna parte del mismo, puede presentar una Objeción explicando por qué cree que el Acuerdo no debe ser aprobado. Las Objeciones deben presentarse por escrito e incluir la siguiente información:

- (i) El nombre y número del caso: *Tangela Williams, et al. v. Family Dollar Stores, LLC*, Caso No. CV-2021-900022.00, Corte de Circuito, Condado de Barbour, División Eufaula, Alabama;
- (ii) Su nombre completo, dirección, número de teléfono y dirección de correo electrónico;
- (iii) El nombre y dirección de cualquier abogado(s) que lo represente o que pueda tener derecho a compensación en relación con su Objeción;
- (iv) Una declaración detallada de la(s) Objeción(es), incluyendo los fundamentos de la(s) Objeción(es);
- (v) Copias de cualquier documento, escrito u otros documentos en los que se base la Objeción;
- (vi) Indique si tiene la intención de asistir a la Audiencia de Aprobación Final, con o sin su abogado;
- (vii) Indique cualquier abogado que asistirá en su nombre a la Audiencia de Aprobación Final y cualquier persona que será llamada a testificar para apoyar su Objeción;
- (viii) Una declaración de que usted es un Miembro de la Clase del Acuerdo propuesto, incluyendo toda la información del Formulario de Reclamo;
- (ix) Su firma además de la firma de cualquier abogado que lo represente en relación con la Objeción;
y
- (x) Una lista detallada de cualquier objeción a acuerdos de acción de clase hecha por usted o su abogado en los últimos cinco años.

Su Objeción debe ser **presentada** ante el Secretario de la Corte a más tardar el , 2025, al:

¿Preguntas? Llame al [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX) o visite www.FDCoffeeSettlement.com

Secretario de la Corte
Barbour County Circuit Court, Eufaula Division
303 East Broad Street
Eufaula, AL 36027

Además, debe enviar una copia de su Objeción al Administrador del Acuerdo, Abogados de la Clase, Abogados de la Defensa, para ser recibida a más tardar el [redacted], 2025:

ABOGADOS DE LA CLASE	ABOGADOS DE LA DEFENSA	ADMINISTRADOR DEL ACUERDO
R. Brent Irby Irby Law, LLC 2201 Arlington Avenue South Birmingham, AL 35205 correo electrónico: brent@irbylaw.net	Family Dollar c/o Foley Hoag LLP 1301 Avenue of the Americas, 25 th Floor New York, NY 10019 Attn: August T. Horvath correo electrónico: AHorvath@FoleyHoag.com	<i>Williams v. Family Dollar</i> Administrador del Acuerdo PO Box XXXX Portland, OR 972XX-XXXX

Si no presenta su Objeción con todos los requisitos, o si su Objeción no se presenta y recibe antes del [redacted], 2025, como se describe anteriormente, se considerará que ha renunciado a todas las Objeciones y no tendrá derecho a hablar en la Audiencia de Aprobación Final.

16. ¿Cuál es la diferencia entre objetar y pedir ser excluido?

Objetar es simplemente decirle a la Corte que no le gusta algo del Acuerdo. Puede objetar solo si permanece en el Acuerdo Colectivo. Excluirse es decirle a la Corte que no quiere ser parte del Acuerdo Colectivo. Si se excluye, no puede objetar al Acuerdo.

LA AUDIENCIA DE APROBACIÓN FINAL

17. ¿Cuándo y dónde decidirá la Corte si aprueba el Acuerdo?

La Corte llevará a cabo la Audiencia de Aprobación Final el [redacted], 2025, a las XX:XX x.m., en la Corte de Circuito del Condado de Barbour, Alabama, 303 East Broad Street, Eufaula, Alabama, en la sala del Honorable Burt Smithart. La audiencia puede ser trasladada a una fecha, hora o lugar diferente sin aviso adicional, por lo que se recomienda que revise periódicamente www.FDCoffeeSettlement.com para obtener información actualizada.

En la audiencia, la Corte considerará si el Acuerdo propuesto es justo, razonable, adecuado y es en el mejor interés de los Miembros del Acuerdo Colectivo, y si debe ser aprobado. Si hay Objeciones válidas y oportunas, la Corte las considerará y escuchará a las personas que hayan solicitado hablar en la audiencia si la solicitud se hizo correctamente. La Corte también considerará la compensación por Honorarios y Gastos de los Abogados de la Clase y la solicitud de Compensación por Servicios para los Representantes de la Clase.

¿Preguntas? Llame al [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX) o visite www.FDCoffeeSettlement.com

18. ¿Tengo que asistir a la Audiencia de Aprobación Final?

No, no está obligado a asistir a la Audiencia de Aprobación Final. Sin embargo, puede asistir a la audiencia a su propio costo.

Si presenta una Objeción, no tiene que asistir a la audiencia para hablar sobre ella. Si su Objeción se presentó correctamente y a tiempo, la Corte la considerará. También puede pagar a su propio abogado para que asista a la Audiencia de Aprobación Final, pero no es necesario.

19. ¿Puedo hablar en la Audiencia de Aprobación Final?

Sí, puede hablar en la Audiencia de Aprobación Final, pero debe pedir permiso a la Corte. Para solicitar permiso para hablar, debe presentar una Objeción de acuerdo con las instrucciones en la Pregunta 15, incluyendo toda la información requerida.

No puede hablar en la audiencia si se excluye del Acuerdo.

NO HACER NADA

20. ¿Qué pasa si no hago nada?

Si no hace nada, no recibirá un Vale de Producto de Café del Acuerdo, no podrá demandar por las reclamaciones legales en esta demanda y renuncia a las reclamaciones legales contra el Demandado y las Partes Liberadas.

OBTENER MÁS INFORMACIÓN

21. ¿Cómo obtengo más información sobre el Acuerdo?

Esto es solo un resumen del Acuerdo propuesto. Si desea información adicional sobre esta demanda, incluyendo una copia del Acuerdo Conciliatorio, las quejas, la Orden de Aprobación Preliminar de la Corte, la Solicitud de Honorarios y Gastos de los Abogados de la Clase, y más, por favor visite www.FDCoffeeSettlement.com o llame al 1-XXX-XXX-XXXX.

También puede contactar al Administrador del Acuerdo por escrito en *Williams v. Family Dollar, c/o Settlement Administrator*, [dirección].

También puede visitar o llamar a la oficina del Secretario del Condado de Barbour, 303 East Broad Street, Eufaula, Alabama; [teléfono]. El Secretario le dirá cómo obtener el archivo completo para revisión y copia a su propio costo.

POR FAVOR NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O LA DEMANDA AL SECRETARIO DE LA CORTE O AL JUEZ.

¿Preguntas? Llame al 1-XXX-XXX-XXXX o visite www.FDCoffeeSettlement.com

EXHIBIT B

**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA
EUFULA DIVISION**

TANGELA WILLIAMS,

Plaintiff,

-v.-

FAMILY DOLLAR STORES, LLC, f/k/a
FAMILY DOLLAR STORES, INC.

Defendant.

Case No. CV-2021-900022.00

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. References to Epiq in this declaration include Epiq Legal Noticing and Hilsoft Notifications.

4. Epiq Legal Noticing has been involved with 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 which have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Epiq Legal Noticing, and those decisions have invariably withstood appellate and collateral review.

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

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: 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 and were enhanced by supplemental media, which was provided with regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website.

b) *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 plans for those settlements 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, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, with a frequency of 4.0 times each.

c) *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 banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website.

d) *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 regarding four settlements with different settling defendants totaling \$88 million. For each notice program more than 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a well-read nationwide consumer publication, internet banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website.

e) *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, a comprehensive media-based notice plan was designed and implemented. The plan included a consumer print publication notice, targeted banner notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website.

f) *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.), involved a \$60 million settlement for Morgan Stanley Smith Barney’s account holders in response to “Data Security Incidents.” More than 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website.

g) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.), involved a \$5.5 billion settlement reached by Visa and MasterCard. An intensive 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 an extensive online notice campaign featuring banner notices that generated 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 banner notices, which generated more than 689 million adult impressions. The Second Circuit recently affirmed the settlement approval. *See* No. 20-339 *et al.*, — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).

h) *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 testified 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 our *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 of 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.

OVERVIEW

9. This declaration describes the proposed settlement notice plan (“Notice Plan”) and notices (the “Notice” or “Notices”) for *Williams v. Family Dollar Stores, LLC*, Case No. CV-2021-900022.00, in the Circuit Court of Barbour County, Alabama, Eufaula Division. Epiq designed this Notice Plan based on our extensive prior experience and research into the notice issues particular to this Settlement. We have analyzed and proposed the best notice practicable under the circumstances to provide notice to the Settlement Class.

DATA PRIVACY AND SECURITY

10. Epiq has procedures in place to protect the security of data for the Settlement Class. 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. As a data processor, Epiq performs services on data provided, only as outlined in a contract and/or associated statement(s) of work. Epiq does not utilize or perform other procedures on personal data provided or obtained as part of services to a client. Epiq will not use such information or 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 PLANNING METHODOLOGY

17. Alabama Rule of Civil Procedure 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. Given our experience with similar notice efforts, we expect the Notice Plan will reach approximately 70% of the Settlement Class using a Media Plan (digital notice and social media) with an average frequency of 2.2 times each. "Reach" refers to the estimated percentage of the unduplicated audience exposed to the notice. Notice exposure is defined as the opportunity to see a notice. "Frequency" of notice exposure is the average number of times that those reached by a notice would be exposed to the notice. The reach will be further enhanced by internet sponsored search listings and a Settlement Website. In my experience, the projected reach of the Notice Plan is consistent with other court-approved notice plans, is the best notice practicable

¹ Ala.R.Civ.P. 23(c)(2).

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

19. Data sources and tools commonly employed by experts in the advertising industry were used to analyze and develop the media component of the Notice Plan. These resources include MRI-Simmons,³ which provides statistically significant readership and product usage data, Comscore,⁴ which provides similar usage data specific to online media, and Alliance for Audited Media (“AAM”)⁵ statements, which certify how many readers buy or obtain copies of publications. These tools, as applicable, along with demographic breakdowns indicating how many people use

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 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.

⁴ Comscore is a global internet information provider for planning, transacting, and evaluating media across platforms. With a data footprint that combines digital, linear TV, OTT and theatrical viewership intelligence with advanced audience insights, Comscore allows media buyers and sellers to quantify their multiscreen behavior. A leader in measuring digital and TV audiences and advertising at scale, Comscore is the industry’s emerging, third-party source for reliable and comprehensive cross-platform measurement.

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

each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow the net (unduplicated) reach of a particular media schedule to be determined. The combined results of this analysis are used to help determine the sufficiency and effectiveness of a notice plan.

20. ***Tools and data trusted by the communications industry and courts.*** Virtually all the nation’s largest advertising agency media departments utilize, scrutinize, and rely upon such independent, time-tested data and tools, including net reach and de-duplication analysis methodologies, to guide the billions of dollars of advertising placements seen today, providing assurance that these figures are not overstated. These analyses and similar planning tools have become standard analytical tools for evaluating legal notice programs and have been regularly accepted by courts.

21. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM data has been relied on since 1914;⁶ 90 to 100% of media directors use reach and frequency planning;⁷ all the leading advertising and communications textbooks cite the need to use reach and frequency planning.⁸ MRI-Simmons data is accredited by the Media Rating Council (MRC), a United States–based nonprofit organization that manages accreditation for media research and rating purposes. Comscore is used by the largest television networks, digital media properties, brands, agencies, and film studios in the world for digital media buying and planning.

22. A target of “adults who shop at Family Dollar” was not available in our media

⁶ <https://auditedmedia.com/about/who-we-are>.

⁷ See generally Peter B. Turk, *Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J. ADVERTISING 32 (1985).

⁸ Textbook sources that have identified the need for reach and frequency for years include: Jack S. Sissors & Jim Surmanek, *ADVERTISING MEDIA PLANNING*, 57-72 (2d ed. 1982); Kent M. Lancaster & Helen E. Katz, *STRATEGIC MEDIA PLANNING* 120-156 (1989); Donald W. Jugenheimer & Peter B. Turk, *ADVERTISING MEDIA* 123-126 (1980); Jack Z. Sissors & Lincoln Bumba, *ADVERTISING MEDIA PLANNING* 93 122 (4th ed. 1993); Jim Surmanek, *INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING* 106-187 (1993).

research to measure the reach and frequency. In order to be most inclusive, given that Family Dollar stores are located nationwide and shopped by many different people, we used a target of Adults 18+ for the reach and frequency and looked at demographics of adults who shop at Family Dollar to choose appropriate media.

23. **Demographics.** In selecting media to target to the Settlement Class, the demographics of likely Settlement Class Members were analyzed. According to MRI-Simmons syndicated media research,⁹ the adults 18+ who shop at Family Dollar have the following demographics:

- 44% are men;
- 56% are women;
- 55.0% are aged 18 - 49;
- 39% have a child at home;
- 50% are aged 18 - 44;
- 44% are married;
- 36% graduated high school or equivalent but no college;
- 34% less likely to have a Bachelor's degree than the average adult;
- 55% own a home;
- 23% are Spanish/Hispanic and 24% speak Spanish most often;
- 76% have a household income of \$100,000 or less; and
- 47% have a household income of \$50,000 or less.

NOTICE PLAN DETAIL

24. 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:

All Persons who purchased any Products in the United States at a store operated by Defendants or their parents, subsidiaries or affiliates during the Class Period.

Excluded from the Settlement Class are the following: (a) Persons who purchased or acquired any Products for resale; (b) the Released Parties; (c) all Persons who file a timely and valid Opt-Out; (d) Plaintiffs' Counsel and Defendants' Counsel; (e) federal, state, and local governments (including all agencies and subdivisions, but excluding employees not otherwise excluded hereunder); and (f) the judicial officers and courtroom staff overseeing the Action.

⁹ MRI-Simmons 2024 Survey of the American Consumer®.

NOTICE PLAN

Internet Digital Notice Campaign

25. 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 data, 97% of all adults are online and 84% of all adults use social media.

26. 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 members of the class—by linking directly to the Settlement Website, allowing visitors easy access to relevant information and documents.

27. The Digital Notices will also be placed on the leading social media platforms in the United States, including *Facebook*, *Instagram*, *X (Twitter)*, and *Reddit*. The social media campaign will use an interest-based approach which focuses on the interests that users exhibit while on the social media platforms, capitalizing on the target audience’s propensity to engage in social media.

28. *Facebook* is the leading social networking site in the United States with 175 million users and *Instagram* has 143 million active users in the United States.¹⁰

29. *X (Twitter)* is a popular microblogging social media website that allows posts/tweets containing images or videos. Users can like, comment, and share/retweet posts. *X* has more than 105 million users in the United States.¹¹

30. *Reddit* is a widely used social forum website that contains more than one million communities known as subreddits. These communities cover specific topics making this an ideal

¹⁰ Statista Digital 2023: 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.

¹¹ Statista Digital 2023: Global Overview Report.

platform to reach individuals with focused interests. *Reddit* has more than 57 million users in the United States.¹²

31. The Digital Notices will be distributed to a variety of target audiences, including those relevant to individuals’ demonstrated interests and/or likes. All Digital Notices will appear on desktop, mobile, and tablet devices. Digital Notices on *Google Display Network*, *Facebook*, *Instagram*, *X (Twitter)*, and *Reddit* will be displayed nationwide. Digital Notices will also be targeted (remarketed) to people who click on a Digital Notice.

32. 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:

<i>Digital Plan</i>	<i>Target</i>	<i>Ad Sizes</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Affinity Audience: ¹³ Family Dollar	728x90, 300x250, 300x600 & 970x250	35,000,000
<i>Google Display Network</i>	Intent Audience: ¹⁴ Family Dollar	728x90, 300x250, 300x600 & 970x250	35,000,000
<i>Google Display Network</i>	Affinity Audience: Dollar Stores	728x90, 300x250, 300x600 & 970x250	35,000,000
<i>Google Display Network</i>	Intent Audience: Dollar Stores	728x90, 300x250, 300x600 & 970x250	35,000,000
<i>Google Display Network</i>	Affinity Audience: Chestnut Hills Coffee	728x90, 300x250, 300x600 & 970x250	27,500,000
<i>Google Display Network</i>	Intent Audience: Chestnut Hills Coffee	728x90, 300x250, 300x600 & 970x250	27,500,000
<i>Geofence</i> ¹⁵	Geofence: People who visit a Family Dollar Location	Mobile Ad Units	20,000,000
<i>Facebook</i>	Interest: Family Dollar	Newsfeed & Right Hand Column	27,000,000
<i>Facebook</i>	Interest: Dollar Stores	Newsfeed & Right Hand Column	20,000,000

¹² Statista Digital 2023: Global Overview Report.

¹³ “Custom Affinity Audience” allows us to target specific websites, keywords, and/or relevant content that our target may be viewing.

¹⁴ “Custom Intent Audience” allows us to target individuals that are researching or purchasing certain items on the internet.

¹⁵ A location database of all Family Dollar locations in the U.S. will be utilized to precisely target ads to adults who are within or nearby a Family Dollar location. The ad technology will identify adult users’ mobile IDs based on their mobile device (if the location services are turned on) and serve ads to the users during and after their visit to or nearby a Family Dollar location.

<i>Digital Plan</i>	<i>Target</i>	<i>Ad Sizes</i>	<i>Planned Impressions</i>
<i>Facebook</i>	Interest: Thrift Shopping	Newsfeed & Right Hand Column	10,000,000
<i>Instagram</i>	Interest: Family Dollar	Newsfeed	10,000,000
<i>Instagram</i>	Interest: Dollar Stores	Newsfeed	10,000,000
<i>Instagram</i>	Interest: Thrift Shopping	Newsfeed	10,000,000
<i>X (Twitter)</i>	Post Engagement Targeting: Family Dollar	Feeds Ads	5,000,000
<i>X (Twitter)</i>	Post Engagement Targeting: Chestnut Hills Coffee	Feeds Ads	5,000,000
<i>Reddit</i>	Keyword Targeting: Family Dollar	Feeds Ads	2,000,000
<i>Reddit</i>	Keyword Targeting: Chestnut Hills Coffee	Feeds Ads	2,000,000
<i>Reddit</i>	r/Frugal	Feeds Ads	1,000,000
TOTAL			317,000,000

33. Combined, approximately 317 million targeted impressions will be generated by the Digital Notices, which will be targeted nationwide. The Digital Notices will run for approximately six weeks.¹⁶ Clicking on the Digital Notices will link the reader to the Settlement Website, where they can easily obtain detailed information about the Settlement.

Sponsored Search Listings

34. 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

¹⁶ 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.).

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

35. 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 Amended Complaint, Motion for Preliminary Approval, Preliminary Approval Order, Settlement Agreement, Settlement Notice, Claim Form, 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

36. A toll-free telephone number will be available 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 Settlement Notice and Claim Form ("Claim Package") 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.

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

Claim Submission & Distribution Options

38. The Settlement Notice 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 receive a Coffee Product Voucher.

CONCLUSION

39. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, that the notice or notice plan 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.

40. The Notice Plan will reach approximately 70% of the Settlement Class using a Media Plan (digital notice and social media) with an average frequency of 2.2 times each. The reach will be further enhanced by internet sponsored search listings and a Settlement Website. The Federal Judicial Center’s (“FJC”) *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases and is illustrative for state courts, states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”¹⁷ Here, we have developed a Notice Plan that will readily achieve a reach within that standard.

41. 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

¹⁷ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

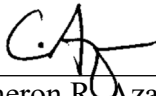
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

42. The Notice Plan will provide notice that conforms to all aspects of Alabama Rule of Civil Procedure 23 regarding notice, comports with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfies the requirements of due process, including its “desire to actually inform” requirement.

43. The Notice Plan schedule will afford enough time to provide full and proper notice to the Settlement Class Members before any Opt-Out Deadline or Objection Deadline.

44. 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 March 19, 2025.



Cameron R. Azari, Esq.

Attachment 1

epiq

legal noticingSM



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

\$190M
settlement

93.6M
email or mail
notices

96%
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.

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

\$88M
settlements

7.92M
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.

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

\$63M
settlement

758M
digital impressions

85%
of class reached

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.

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

geo-targeted
media noticing

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.

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

Legal Noticing Experts

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.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, Apr. 7-8, 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.
- **Stephanie Fiereck** Author, "Planning For The Next Mega-Sized Class Action Settlement." *Law360*, Feb. 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.

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.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Stephanie Fiereck** Author, "Bankruptcy Strategies Can Avert Class Action Crisis." TMA - *The Journal of Corporate Renewal*, Sept. 2004.
- **Cameron Azari** Author, "FRCP 23 Amendments: Twice the Notice or No Settlement." *Current Developments* – Issue II, Aug. 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication." Weil Gotshal Litigation Group, New York, NY, 2003.

Judicial 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.

Judicial Quotes

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 ILCS 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% 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 for 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)(1), 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

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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

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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

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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.

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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 [T] 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.

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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, *Asetine 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

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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.

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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. Celco 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

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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

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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.

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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

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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

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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]he Declaration of Cameron R. Azari, Esq. on Implementation of Notice Regarding the Joint Plan of Reorganization of Kaiser Gypsum Company, Inc. and Hanson Permanente Cement, Inc. ... (the “Notice Declaration”) was filed with the Bankruptcy Court on July 1, 2020, attesting to publication notice of the Plan.

[T]he Court has reviewed the Plan, the Disclosure Statement, the Disclosure Statement Order, the Voting Agent Declaration, the Affidavits of Service, the Publication Declaration, the Notice Declaration, the Memoranda of Law, the Declarations, the Truck Affidavits and all other pleadings before the Court in connection with the Confirmation of the Plan, including the objections filed to the Plan. The Plan is hereby confirmed in its entirety

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Judge Anne-Christine Massullo, *Morris v. Provident Credit Union* (June 23, 2021) CGC-19-581616 (Sup. Ct. Cal. Cnty. of San Fran.):

The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement

("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.

Judge Esther Salas, *Sager et al. v. Volkswagen Group of America, Inc. et al.* (June 22, 2021) 18-cv-13556 (D.N.J.):

The Court further finds and concludes that Class Notice was properly and timely disseminated to the Settlement Class in accordance with the Class Notice Plan set forth in the Settlement Agreement and the Preliminary Approval Order (Dkt. No. 69). The Class Notice Plan and its implementation in this case fully satisfy Rule 23, the requirements of due process and constitute the best notice practicable under the circumstances.

Judge Josephine L. Staton, *In re Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.* (June 10, 2021) 8:17-cv-00838 and 18-cv-02223 (C.D. Cal.):

The Class Notice was disseminated in accordance with the procedures required by the Court's Orders ... in accordance with applicable law and satisfied the requirements of Rule 23(e) and due process and constituted the best notice practicable for the reasons discussed in the Preliminary Approval Order and Final Approval Order.

Judge Harvey Schlesinger, *In re Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC)* (May 31, 2021) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of (i) the pendency of the Action; (ii) the effect of the Settlement Agreement (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreement, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Class; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Haywood S. Gilliam, Jr. *Richards et al. v. Chime Financial, Inc.* (May 24, 2021) 4:19-cv-06864 (N.D. Cal.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Rule 23(c)(2)(B) ... The Court ordered that the third-party settlement administrator send class notice via email based on a class list Defendant provided ... Epiq Class Action & Claims Solutions, Inc., the third-party settlement administrator, represents that class notice was provided as directed Epiq received a total of 527,505 records for potential Class Members, including their email addresses If the receiving email server could not deliver the message, a "bounce code" was returned to Epiq indicating that the message was undeliverable Epiq made two additional attempts to deliver the email notice As of March 1, 2021, a total of 495,006 email notices were delivered, and 32,499 remained undeliverable In light of these facts, the Court finds that the parties have sufficiently provided the best practicable notice to the Class Members.

Judge Henry Edward Autrey, *Pearlstone v. Wal-Mart Stores, Inc.* (Apr. 22, 2021) 4:17-cv-02856 (C.D. Cal.):

The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties' Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule 23(c)(2) and 23(e)(1), applicable law, and the Due Process Clause of the United States Constitution.

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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 of 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, *Lashmbae 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.

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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.

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Judge Jean Hoefler 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.

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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).

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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

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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

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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.

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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.

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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.

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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.

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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]he Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B) ... The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.

Judge Marcia G. Cooke, *Dipuglia v. US Coachways, Inc.* (Sept. 28, 2018) 1:17-cv-23006 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Beth Labson Freeman, *Gergetz v. Telenav, Inc.* (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.

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.

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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.

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Judge Muriel D. Hughes, *Glasko 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.

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Judge Charles R. Breyer, *In re Volkswagen “Clean Diesel” Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice “appris[e] 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)(1)) 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.

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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

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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

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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.
<i>Beauford v. The Johns Hopkins Hospital, Inc. et al.</i> (Pixel)	Cir. Ct. Baltimore Cnty., No. C-03-CV-23-000501
<i>Doe v. Clinivate, LLC</i>	Sup. Ct. Cnty. of Contra Costa, Cal., No. C22-01620
<i>Barletti et al. v. Connexin Software, Inc. d/b/a Office Practicum</i> (Data Breach)	E.D. Penn., No. 2:22-cv-04676
<i>Guy et al. v. Convergent Outsourcing, Inc.</i> (Data Breach)	W.D. Wash., No. 2:22-cv-01558
<i>Farley et al. v. Eye Care Leaders Holding, LLC</i> (Data Breach)	M.D.N.C., No. 1:22-cv-00468
<i>In re Wright & Filippis, LLC Data Security Breach Litigation</i>	E.D. Mich., No. 2:22-cv-12908
<i>Holden et al. v. Guardian Analytics, Inc. et al.</i> (Data Breach)	D.N.J., No. 2:23-cv-2U5
<i>Bobo et al. v. Clover Network, LLC</i> (TCPA)	18th Jud. Cir., Cir. Ct., Dupage Cnty. Ill., No. 2023CH000168
<i>Dam v. Perkins Coie, LLP et al.</i> (Crypto)	E.D. Wash., No. 2:20-CV-00464
<i>Hoover et al. v. Camping World Group, LLC et al.</i> (Data Breach)	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00037
<i>In re Hope College Data Security Breach Litigation</i>	W.D. Mich., No. 1:22-cv-01224
<i>Shaffer et al. v. George Washington University et al.</i> (Tuition Fees)	D.D.C., No. 20-1145
<i>In re U.S. Vision Data Breach Litigation</i>	D.N.J., No. 1:22-cv-06558
<i>Qureshi et al. v. American University</i> (Tuition Fees)	D.D.C., No. 1:20-cv-01141
<i>In re Canon U.S.A. Data Breach Litigation</i>	E.D.N.Y., No. 1:20-cv-06239
<i>Patterson et al. v. DPP II LLC et al.</i> (Data Breach)	Dist. Ct of Dallas Cnty., Tex., No. DC-23-01733
<i>In re Hyundai and Kia Engine Litigation II</i>	C.D. Cal, No. 8:18-cv-02223
<i>Perez et al. v. Discover Bank</i> (Alienage & Immigration Status Discrimination - Civil Rights for Loans)	N.D. Cal., No. 3:20-cv-06896
<i>In re Google Location History Litigation</i>	N.D. Cal., No. 5:18-cv-05062
<i>Finn and Contristano v. Empress Ambulance Services, Inc.</i> (Data Breach)	Sup. Ct. N.Y., Cnty. of Westchester, No. 61058/2023
<i>Ward-Howie v. Frontwave Credit Union</i> (Bank Fees)	Sup. Ct. Cal. San Diego Cnty., Cal., No. 37-2022-00016328
<i>Morrow et al. v. Navy Federal Credit Union</i> (Bank Fees)	E.D. Va., No. 1:21-cv-00722
<i>In re Goodman Campbell Brain and Spine Data Incident Litigation</i>	Ind. Comm. Ct., No. 49D01-2207-PL-024807
<i>Healy et al. v. Reiter Affiliated Companies, LLC</i> (Data Breach)	Sup. Ct. Cal., Cnty. of Monterey, No. 22-cv-003056
<i>Wells Fargo Bank, N.A. v. Agak</i> (Bank Fees)	Sup. Ct. Cnty. of Ventura, Cal., No. 56-2017-00500587-CL-CL-VTA

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Case Name	Court & Case No.
<i>Crema v. Apple Inc. and Apple Canada Inc.</i> (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
<i>Lara v. Lubbock Heart Hospital, LLC, dba Lubbock Heart & Surgical Hospital</i> (Data Breach)	N.D. Tex., No. 5:23-cv-00036
<i>Hu et al. v. BMW of North America LLC et al.</i> (Product Liability Auto Emissions)	D.N.J., No. 2:18-cv-04363
<i>Williams et al. v. Tallahassee Memorial Healthcare, Inc.</i> (Data Breach)	2nd Jud. Cir. Ct., Leon Cnty. Fla., No. 2023 CA 001430
<i>Doe v. Lima Memorial Hospital et al.</i> (Pixel)	Ct. of Common Pleas Allen Cnty. Ohio, No. CV2022 0490
<i>Mikulecky et al. v. Lutheran Social Services of Illinois</i> (Data Breach)	Cir. Ct. Cook Cnty. Ill., No. 2023-CH-00895
<i>In re Lipitor Antitrust Litigation</i> (End Payors - TPPs & Consumers) (Antitrust)	D.N.J., No. 3:12-cv-2389; MDL 2332
<i>In re American Financial Resources, Inc. Data Breach Litigation</i>	D.N.J., No. 2:22-cv-01757
<i>Lemar Agnew v. Foris DAX, Inc. d/b/a Crypto.com</i> (Cryptocurrency BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2024-CH-00435
<i>Domitrovich et al. v. M.C. Dean, Inc.</i> (Data Breach)	E.D. Vir., No. 1:23-cv-00210
<i>Moradpour v. Velodyne Lidar, Inc. et al.</i> (Securities)	N.D. Cal., No. 3:21-cv-01486
<i>Guy et al. v. Convergent Outsourcing, Inc.</i> (Data Breach)	W.D. Wash., No. 2:22-cv-01558
<i>Briscoe et al. v. First Financial Credit Union</i> (Data Breach)	2nd. Jud. Dist. Cnty. of Bernalillo, N.M., No. D-202-CV-2022-02974
<i>Niewinski et al. v. State Farm Life Insurance Company et al.</i> (Universal Life Insurance Policies)	W.D. Mo., No. 23-04159-CV
<i>Sherwood et al. v. Horizon Actuarial Services, LLC</i> (Data Breach)	N.D. Ga., No. 1:22-cv-01495
<i>Prescott et al. v. Reckitt Benckiser LLC</i> (False Advertising)	N.D. Cal, No. 5:20-cv-02101
<i>Kaether et al. v. Metropolitan Area EMS Authority D/B/A MedStar Mobile Healthcare</i> (Data Breach)	Dist. Ct. Tarrant Cnty., Tex. No. 342-339562-23
<i>In re Waste Management Data Breach Litigation</i>	S.D. N.Y., No. 1:21-cv-06199
<i>Medina et al. v. PracticeMax, Inc.</i> (Data Breach)	D. Ariz., No. CV-22-01261
<i>Cavanaugh et al. v. Grenville Christian College et al.</i>	Sup. Ct. of Justice – Ontario, No. 08-CV-347100-00
<i>Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A.</i> (Data Breach)	M.D. Tenn., No. 3:23-cv-00598
<i>Sayas et al. v. Biometric Impressions Corp.</i> (BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2020 CH 00201
<i>Nimsey v. Tinker Federal Credit Union</i> (Overdraft Fees)	Dist. Ct. Oklahoma Cnty., Okla., No. CJ-2019-6084
<i>Fiorentino v. Flosports, Inc.</i> (VPPA)	D. Mass., No. 1:22-cv-11502
<i>Nielsen v. Walt Disney Parks and Resorts U.S., Inc.,</i> (Consumer False Advertising)	C.D. Cal, No. 8:21-cv-02055

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Case Name	Court & Case No.
<i>Mayheu et al. v. Chick-fil-A Inc. (Delivery Fees & Menu Prices)</i>	Sup. Ct. Fulton Cnty., Ga., No.2022CV365400
<i>Arevalo et al. v. USAA Casualty Insurance Company et al. (Consumer)</i>	Dist. Ct., Bexar County, Tex. 285th Jud. Dist, No. 202-CI-16240
<i>In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation All School District</i>	N.D. Cal., No. 3:21-md-02996-CRB
<i>In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Subdivision</i>	N.D. Cal., No. 3:21-md-02996-CRB
<i>Beasley et al. v. TTEC Services Corporation; Anderson v. TTEC Services Corporation (Data Breach)</i>	D. Col, No. 22-cv-00097; No. 22-cv-00347
<i>In re PFA Insurance Marketing Litigation</i>	N.D. Cal, No. 4:18-cv-03771 YGR
<i>Stauber v. Sudler Property Management (Data Breach)</i>	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill, No. 2023LA000411
<i>In re Accellion, Inc. Data Breach Litigation Accellion; Harbour et al. v. California Health & Wellness et al. (Health Net)</i>	N.D. Cal., MDL 3002, No. 5:21-CV-01155; 5:21-cv-03322-EJD
<i>Roberts et al. v. Zuora Inc. et al. (Securities)</i>	N.D. Cal., No. 3:19-cv-03422
<i>Black v. USAA Casualty Insurance (Auto Insurance)</i>	N.D. Ga., No. 1:21-cv-01363
<i>Alexander et al. v. Salud Family Health, Inc.</i>	19th Dist. Ct. Greeley Cnty., Col., No. 2023CV030580
<i>Jackson et al. v. Fandango Media, LLC (VPPA)</i>	18 th Jud. Cir. Ct. Dupage Cnty., Ind., No. 2023LA000631
<i>In re Cattle and Beef Antitrust Litigation</i>	D.Minn., No. 22-3031
<i>Ross et al. v. Panda Restaurant Group, Inc.</i>	Sup. Ct. Cal., Cnty of Los Angeles, No. 21STCV03662
<i>Fernandez et al. v. 90 Degree Benefits Wisconsin et al.</i>	E.D. Wis., No. 2:22-cv-00799
<i>Gudgel et al. v. Reynolds Consumer Products, Inc. et al.</i>	Cir. Ct. 19th Jud. Cir., Lake Cnty, Ill., No. 23LA00000486
<i>Julien et al. v. Cash Express, LLC (Data Breach)</i>	Cir. Ct. Putnam Cnty., Tenn., No. 2022-CV-221
<i>Sharma et al. v. Accutech Systems Corporation (Data Breach)</i>	Cir. Ct. 2, Del. Cnty, Ind., No. 18C02-2210-CT-000135
<i>Young et al. v. Military Advantage, Inc. d/b/a Military.com</i>	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00535
<i>Lukens v. Utah Imaging Associates, Inc.</i>	3 rd Dist. Ct., Salt Lake Cnty., Utah, No. 210906618
<i>Miranda v. Xavier University (Tuition)</i>	S.D. Ohio, No. 1:20-cv-00539
<i>Holly Wedding et al. vs. California Public Employees' Retirement System et al. (Calpers II Settlement)</i>	Sup. Ct. Cnty of Los Angeles, Cal., No. BC517444
<i>Hrebenar v. Davis Yulee LLC, d/b/a Davis Chrysler Dodge Jeep Ram of Julee (Florida Telephone Solicitation Act)</i>	11th Jud. Cir. Ct. Miami-Dade Cnty., Fla., No. 2023-001405-CA-01
<i>Gulf Coast Injury Center, LLC, A/A/O Jordan Rimert v. Esurance Property and Casualty Insurance Company (Property and Casualty Insurance)</i>	Cir. Ct. 13th Jud. Cir. Hillsborough Cnty, Fla., No. 21-CA-002738
<i>Perry v. Schnuck Markets, Inc. (Consumer Product)</i>	Cir. Ct. City of St. Louis, Mo., No. 2022-CC10425

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Case Name	Court & Case No.
<i>Gold et al. v. New York Life Insurance Co. et al.</i> (FLSA Wage / Overtime)	Sup. Ct. N.Y., Cnty of New York, No. 653923/2012
<i>Banks et al. v. Allstate Fire & Casualty Insurance Company</i> (Auto Insurance PIP)	M.D. Penn., No. 19-cv-01617
<i>Dyck v. Tahoe Resources, Inc.</i> (Securities)	Sup. Ct. of Justice – Ontario, No. CV-18-00606411-00CP
<i>Ambrose et al. v. Boston Globe Media Partners, LLC.</i> (VPPA)	D. Mass., No. 1:22-cv-10195
<i>King et al. v. PeopleNet Corporation</i> (Undisclosed Data Collection)	Cir. Ct. Cook Cnty., Ill., No. 2021-CH-01602
<i>South et al. v. Progressive Select Insurance Company</i> (Automobile Total Loss)	S.D.Fla., No. 19-21760-CIV
<i>Paris et al. v. Progressive American Insurance Company et al.</i> (Automobile Total Loss)	S.D.Fla., No. 19-21761-CIV
<i>Silva et al. v. Connected Investors, Inc.</i> (TCPA)	E.D.N.C., No. 7:21-cv-00074
<i>In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation</i> (Juul and Altria Settlements)	N.D. Cal., No. 19-md-02913
<i>Dusko v. Delta Airlines, Inc.</i> (Airline Ticket Refunds)	N.D. Ga., 1:20-cv-01664
<i>Rogowski et al. v. State Farm Life Insurance Company et al.</i> (Whole Life or Universal Life Insurance)	W.D. Mo., No. 4:22-cv-00203
<i>Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown</i> (TCPA)	W.D.N.Y., No. 1:22-cv-00309
<i>In re Hyundai and Kia Engine Litigation II</i>	C.D. Cal., No. 8:18-cv-02223
<i>In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation</i>	S.D. Ind., No. 3:21-cv-00007
<i>Meier v. Prosperity Bank</i> (Bank Fees & Overdraft)	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
<i>Middleton et al. v. Liberty Mutual Personal Insurance Company et al.</i> (Auto Insurance Claims Sales Tax)	S.D. Ohio, No. 1:20-cv-00668
<i>Checchia v. Bank of America, N.A.</i> (Bank Fees)	E.D. Penn., No. 2:21-cv-03585
<i>McCullough v. True Health New Mexico, Inc.</i> (Data Breach)	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
<i>Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al.</i> (Swiss Franc LIBOR-Based Derivatives)	S.D.N.Y., No. 1:15-cv-00871
<i>Duggan et al. v. Wings Financial Credit Union</i> (Bank Fees)	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
<i>Miller v. Bath Saver, Inc. et al.</i> (TCPA)	M.D. Penn., No. 1:21-cv-01072
<i>Chapman v. Insight Global LLC.</i> (Data Breach)	M.D. Penn., No. 1:21-cv-00824
<i>Thomsen et al. v. Morley Cos., Inc.</i> (Data Breach)	E.D. Mich., No. 1:22-cv-10271
<i>Walker v Highmark BCBS Health</i> (TCPA)	W.D. Penn., No. 20-cv-01975
<i>In re Scripps Health Data Incident Litigation</i> (Data Breach)	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
<i>In re Robinhood Outage Litigation</i> (Trading Outage)	N.D. Cal., No. 3:20-cv-01626

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<i>Dickens et al. v. Thinx, Inc.</i> (Consumer Product)	S.D.N.Y., No. 1:22-cv-04286
<i>Service et al. v. Volkswagen Group of America et al.</i> (Data Breach)	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
<i>Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company</i> (Automobile Total Loss)	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
<i>Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al.</i> (Data Breach)	S.D. Fla., No. 21-cv-61275
<i>Rivera v. IH Mississippi Valley Credit Union</i> (Overdraft)	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
<i>Guthrie v. Service Federal Credit Union</i> (Overdraft)	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
<i>Churchill et al. v. Bangor Savings Bank</i> (Overdraft)	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
<i>Opelousas General Hospital Authority v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana</i> (Medical Insurance)	27th Jud. D. Ct. La., No. 16-C-3647
<i>Brower v. Northwest Community Credit Union</i> (Bank Fees)	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
<i>Kent et al. v. Women's Health USA, Inc. et al.</i> (IVF Antitrust Pricing)	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S
<i>In re U.S. Office of Personnel Management Data Security Breach Litigation</i>	D.D.C., No. MDL No. 2664, 15-cv-01394
<i>In re fairlife Milk Products Marketing and Sales Practices Litigation</i> (False Labeling & Marketing)	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
<i>In re Zoom Video Communications, Inc. Privacy Litigation</i>	N.D. Cal., No. 3:20-cv-02155
<i>Browning et al. v. Anheuser-Busch, LLC</i> (False Advertising)	W.D. Mo., No. 20-cv-00889
<i>Callen v. Daimler AG and Mercedes-Benz USA, LLC</i> (Interior Trim)	N.D. Ga., No. 1:19-cv-01411
<i>In re Disposable Contact Lens Antitrust Litigation</i> (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
<i>Ford et al. v. [24]7.ai, Inc.</i> (Data Breach - Best Buy Data Incident)	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
<i>In re Takata Airbag Class Action Settlement - Australia Settlement</i> <i>Louise Haselhurst v. Toyota Motor Corporation Australia Limited</i> <i>Kimley Whisson v. Subaru (Aust) Pty Limited</i> <i>Akuratiya Kularathne v. Honda Australia Pty Limited</i> <i>Owen Brewster v. BMW Australia Ltd</i> <i>Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited</i> <i>Camilla Coates v. Mazda Australia Pty Limited</i>	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
<i>In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs)</i> (Smithfield Foods, Inc.)	D. Minn., No. 0:18-cv-01776
<i>Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc.</i> (Biometrics)	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
<i>In re Capital One Consumer Data Security Breach Litigation</i>	E.D. Va., MDL No. 2915, No. 1:19-md-02915
<i>Aseltine v. Chipotle Mexican Grill, Inc.</i> (Food Ordering Fees)	Cir. Ct. Cal. Alameda Cnty., No. RG21088118

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<i>In re Morgan Stanley Data Security Litigation</i>	S.D.N.Y., No. 1:20-cv-05914
<i>DiFlauro et al. v. Bank of America, N.A. (Mortgage Bank Fees)</i>	C.D. Cal., No. 2:20-cv-05692
<i>In re California Pizza Kitchen Data Breach Litigation</i>	C.D. Cal., No. 8:21-cv-01928
<i>Breda v. Cellco Partnership d/b/a Verizon Wireless (TCPA)</i>	D. Mass., No. 1:16-cv-11512
<i>Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)</i>	2nd Dist. Ct, Cnty. of Denver Col., No. 2021CV33707
<i>Dearing v. Magellan Health Inc. et al. (Data Breach)</i>	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
<i>Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. (Data Breach)</i>	S.D.N.Y., No. 1:20-cv-02667
<i>In re Takata Airbag Products Liability Litigation (Volkswagen)</i>	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
<i>Beiswinger v. West Shore Home, LLC (TCPA)</i>	M.D. Fla., No. 3:20-cv-01286
<i>Cochran et al. v. The Kroger Co. et al. (Data Breach)</i>	N.D. Cal., No. 5:21-cv-01887
<i>Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)</i>	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
<i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. (Data Breach)</i>	N.D. Tex., No. 3:20-cv-03424
<i>Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)</i>	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
<i>Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)</i>	C.D. Cal., No. 8:21-cv-00621
<i>Abramson v. Safe Streets USA LLC (TCPA)</i>	E.D.N.C., No. 5:19-cv-00394
<i>Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute (Data Breach)</i>	M.D. Fla., No. 8:20-cv-01798
<i>Mayo v. Affinity Plus Federal Credit Union (Overdraft)</i>	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
<i>Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)</i>	C.D. Cal., No. 5:19-cv-02456
<i>Muransky et al. v. The Cheesecake Factory, Inc. et al. (FACTA)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
<i>Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:22-cv-00055
<i>Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:21-cv-00019
<i>Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)</i>	N.D. Ill., No. 1:18-cv-02068
<i>Fallis et al. v. Gate City Bank (Overdraft)</i>	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
<i>Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
<i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)</i>	C.D. Cal., No. 2:18-cv-03019

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<i>Wallace v. Wells Fargo</i> (Overdraft Fees on Uber and Lyft One-Time Transactions)	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
<i>In re Turkey Antitrust Litigations</i> (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs) <i>Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.</i>	N.D. Ill., No. 1:20-cv-02295
<i>Coleman v. Alaska USA Federal Credit Union</i> (Retry Bank Fees)	D. Alaska, No. 3:19-cv-00229
<i>Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc.</i> (My Little Steamer)	E.D.N.Y., No. 1:18-cv-07124
<i>In re Pork Antitrust Litigation</i> (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)	D. Minn., No. 0:18-cv-01776
<i>Lozano v. CodeMetro Inc.</i> (Data Breach)	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
<i>Yamagata et al. v. Reckitt Benckiser LLC</i> (Schiff Move Free® Advanced Glucosamine Supplements)	N.D. Cal., No. 3:17-cv-03529
<i>Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership</i> (TCPA)	M.D. Fla., No. 8:13-cv-01592
<i>Thompson et al. v. Community Bank, N.A.</i> (Overdraft)	N.D.N.Y., No. 8:19-cv-00919
<i>Bleachtech L.L.C. v. United Parcel Service Co.</i> (Declared Value Shipping Fees)	E.D. Mich., No. 2:14-cv-12719
<i>Silveira v. M&T Bank</i> (Mortgage Fees)	C.D. Cal., No. 2:19-cv-06958
<i>In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al.</i> (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
<i>In re Toll Roads Litigation</i> (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
<i>Pearlstone v. Wal-Mart Stores, Inc.</i> (Sales Tax)	C.D. Cal., No. 4:17-cv-02856
<i>Zanca et al. v. Epic Games, Inc.</i> (Fortnite or Rocket League Video Games)	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534
<i>In re Flint Water Cases</i>	E.D. Mich., No. 5:16-cv-10444
<i>Kukorinis v. Walmart, Inc.</i> (Weighted Goods Pricing)	S.D. Fla., No. 1:19-cv-20592
<i>Grace v. Apple, Inc.</i> (Apple iPhone 4 and iPhone 4S Devices)	N.D. Cal., No. 17-cv-00551
<i>Alvarez v. Sirius XM Radio Inc.</i>	C.D. Cal., No. 2:18-cv-08605
<i>In re Pre-Filled Propane Tank Antitrust Litigation</i>	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
<i>In re Disposable Contact Lens Antitrust Litigation</i> (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
<i>Morris v. Provident Credit Union</i> (Overdraft)	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
<i>Pennington v. Tetra Tech, Inc. et al.</i> (Property)	N.D. Cal., No. 3:18-cv-05330
<i>Maldonado et al. v. Apple Inc. et al.</i> (Apple Care iPhone)	N.D. Cal., No. 3:16-cv-04067

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<i>UFCW & Employers Benefit Trust v. Sutter Health et al.</i> (Self-Funded Payors)	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
<i>Fitzhenry v. Independent Home Products, LLC</i> (TCPA)	D.S.C., No. 2:19-cv-02993
<i>In re Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.</i>	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
<i>Sager et al. v. Volkswagen Group of America, Inc. et al.</i>	D.N.J., No. 18-cv-13556
<i>Bautista v. Valero Marketing and Supply Company</i>	N.D. Cal., No. 3:15-cv-05557
<i>Richards et al. v. Chime Financial, Inc.</i> (Service Disruption)	N.D. Cal., No. 4:19-cv-06864
<i>In re Health Insurance Innovations Securities Litigation</i>	M.D. Fla., No. 8:17-cv-02186
<i>Fox et al. v. Iowa Health System d.b.a. UnityPoint Health</i> (Data Breach)	W.D. Wis., No. 18-cv-00327
<i>Smith v. Costa Del Mar, Inc.</i> (Sunglasses Warranty)	M.D. Fla., No. 3:18-cv-01011
<i>Al's Discount Plumbing et al. v. Viega, LLC</i> (Building Products)	M.D. Pa., No. 19-cv-00159
<i>Rose v. The Travelers Home and Marine Insurance Company et al.</i>	E.D. Pa., No. 19-cv-00977
<i>Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe</i>	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
<i>Garvin v. San Diego Unified Port District</i>	Sup. Ct. Cal., No. 37-2020-00015064
<i>Consumer Financial Protection Bureau v. Siringoringo Law Firm</i>	C.D. Cal., No. 8:14-cv-01155
<i>Robinson v. Nationstar Mortgage LLC</i>	D. Md., No. 8:14-cv-03667
<i>Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC</i> (TCPA)	S.D. Ala., No. 1:19-cv-00563
<i>In re Libor-Based Financial Instruments Antitrust Litigation</i>	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
<i>Izor v. Abacus Data Systems, Inc.</i> (TCPA)	N.D. Cal., No. 19-cv-01057
<i>Ciuffitelli et al. v. Deloitte & Touche LLP et al.</i>	D. Ore., No. 3:16-cv-00580
<i>In re Wells Fargo Collateral Protection Insurance Litigation</i>	C.D. Cal., No. 8:17-ml-02797
<i>In re Roman Catholic Diocese of Harrisburg</i>	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
<i>Denier et al. v. Taconic Biosciences, Inc.</i>	Sup Ct. N.Y., No. 00255851
<i>Robinson v. First Hawaiian Bank</i> (Overdraft)	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
<i>Burch v. Whirlpool Corporation</i>	W.D. Mich., No. 1:17-cv-00018
<i>Armon et al. v. Washington State University</i> (Data Breach)	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
<i>Wilson et al. v. Volkswagen Group of America, Inc. et al.</i>	S.D. Fla., No. 17-cv-23033
<i>Prather v. Wells Fargo Bank, N.A.</i> (TCPA)	N.D. Ill., No. 1:17-cv-00481

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<i>Cook et al. v. South Carolina Public Service Authority et al.</i>	Ct. of Com. Pleas. 13 th Jud. Cir. S.C., No. 2019-CP-23-6675
<i>K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals</i>	30th Jud. Dist. Tenn., No. CH-13-04871-1
<i>Coffeng et al. v. Volkswagen Group of America, Inc.</i>	N.D. Cal., No. 17-cv-01825
<i>Audet et al. v. Garza et al.</i>	D. Conn., No. 3:16-cv-00940
<i>In re Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Hyder et al. v. Consumers County Mutual Insurance Company</i>	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
<i>Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:19-cv-00248
<i>In re TD Bank, N.A. Debit Card Overdraft Fee Litigation</i>	D.S.C., MDL No. 2613, No. 6:15-MN-02613
<i>Liggio v. Apple Federal Credit Union</i>	E.D. Va., No. 1:18-cv-01059
<i>Garcia v. Target Corporation (TCPA)</i>	D. Minn., No. 16-cv-02574
<i>Albrecht v. Oasis Power, LLC d/b/a Oasis Energy</i>	N.D. Ill., No. 1:18-cv-01061
<i>McKinney-Drobnis et al. v. Massage Envy Franchising</i>	N.D. Cal., No. 3:16-cv-06450
<i>In re Optical Disk Drive Products Antitrust Litigation</i>	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
<i>Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:17-cv-00001
<i>In re Kaiser Gypsum Company, Inc. et al. (Asbestos)</i>	Bankr. W.D. N.C., No. 16-31602
<i>Kuss v. American HomePatient, Inc. et al. (Data Breach)</i>	M.D. Fla., No. 8:18-cv-02348
<i>Lusnak v. Bank of America, N.A.</i>	C.D. Cal., No. 14-cv-01855
<i>In re Premera Blue Cross Customer Data Security Breach Litigation</i>	D. Ore., MDL No. 2633, No. 3:15-md-02633
<i>Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)</i>	N.D. Cal., No. 16-cv-00278
<i>Grayson et al. v. General Electric Company (Microwaves)</i>	D. Conn., No. 3:13-cv-01799
<i>Behfarin v. Pruco Life Insurance Company et al.</i>	C.D. Cal., No. 17-cv-05290
<i>Lashambae v. Capital One Bank, N.A. (Overdraft)</i>	E.D.N.Y., No. 1:17-cv-06406
<i>Trujillo et al. v. Ametek, Inc. et al. (Toxic Leak)</i>	S.D. Cal., No. 3:15-cv-01394
<i>Cox et al. v. Ametek, Inc. et al. (Toxic Leak)</i>	S.D. Cal., No. 3:17-cv-00597
<i>Pirozzi et al. v. Massage Envy Franchising, LLC</i>	E.D. Mo., No. 4:19-cv-00807
<i>Lehman v. Transbay Joint Powers Authority et al. (Millennium Tower)</i>	Sup. Ct. Cal., No. GCG-16-553758
<i>In re FCA US LLC Monostable Electronic Gearshift Litigation</i>	E.D. Mich., MDL No. 2744 & No. 16-md-02744

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<i>Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
<i>Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company</i>	Sup. Ct. Cal., No. BC 579498
<i>In re Renovate America Finance Cases</i> (Tax Assessment Financing)	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
<i>Nelson v. Roadrunner Transportation Systems, Inc.</i> (Data Breach)	N.D. Ill., No. 1:18-cv-07400
<i>Skochin et al. v. Genworth Life Insurance Company et al.</i>	E.D. Va., No. 3:19-cv-00049
<i>Walters et al. v. Target Corp.</i> (Overdraft)	S.D. Cal., No. 3:16-cv-01678
<i>Jackson et al. v. Viking Group, Inc. et al.</i>	D. Md., No. 8:18-cv-02356
<i>Waldrup v. Countrywide Financial Corporation et al.</i>	C.D. Cal., No. 2:13-cv-08833
<i>Burrow et al. v. Forjas Taurus S.A. et al.</i>	S.D. Fla., No. 1:16-cv-21606
<i>Henrikson v. Samsung Electronics Canada Inc.</i>	Ontario Super. Ct., No. 2762-16cp
<i>In re Comcast Corp. Set-Top Cable Television Box Antitrust Litigation</i>	E.D. Pa., No. 2:09-md-02034
<i>Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.</i>	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
<i>Rabin v. HP Canada Co. et al.</i>	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
<i>Di Filippo v. The Bank of Nova Scotia et al.</i> (Gold Market Instrument)	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
<i>Zaklit et al. v. Nationstar Mortgage LLC et al.</i> (TCPA)	C.D. Cal., No. 5:15-cv-02190
<i>Adlouni v. UCLA Health Systems Auxiliary et al.</i>	Sup. Ct. Cal., No. BC589243
<i>Lloyd et al. v. Navy Federal Credit Union</i>	S.D. Cal., No. 17-cv-01280
<i>Luib v. Henkel Consumer Goods Inc.</i>	E.D.N.Y., No. 1:17-cv-03021
<i>McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.</i>	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. QBC. 1284 or 2015
<i>In re HP Printer Firmware Update Litigation</i>	N.D. Cal., No. 5:16-cv-05820
<i>In re Dealer Management Systems Antitrust Litigation</i>	N.D. Ill., MDL No. 2817, No. 18-cv-00864
<i>Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	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
<i>Naiman v. Total Merchant Services, Inc. et al.</i> (TCPA)	N.D. Cal., No. 4:17-cv-03806
<i>In re Valley Anesthesiology Consultants, Inc. Data Breach Litigation</i>	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
<i>Parsons v. Kimpton Hotel & Restaurant Group, LLC</i> (Data Breach)	N.D. Cal., No. 3:16-cv-05387

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<i>Stahl v. Bank of the West</i>	Sup. Ct. Cal., No. BC673397
<i>37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)</i>	S.D.N.Y., No. 15-cv-09924
<i>Tashica Fulton-Green et al. v. Accolade, Inc.</i>	E.D. Pa., No. 2:18-cv-00274
<i>In re Community Health Systems, Inc. Customer Data Security Breach Litigation</i>	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222
<i>Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.</i>	S.D. Tex., No. 4:17-cv-03852
<i>Cowen v. Lenny & Larry's Inc.</i>	N.D. Ill., No. 1:17-cv-01530
<i>Martin v. Trott (MI - Foreclosure)</i>	E.D. Mich., No. 2:15-cv-12838
<i>Knapper v. Cox Communications, Inc. (TCPA)</i>	D. Ariz., No. 2:17-cv-00913
<i>Dipuglia v. US Coachways, Inc. (TCPA)</i>	S.D. Fla., No. 1:17-cv-23006
<i>Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (TCPA)</i>	N.D. Cal., No. 3:16-cv-05486
<i>First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.</i>	S.D. Ill., No. 3:13-cv-00454
<i>Raffin v. Medicredit, Inc. et al.</i>	C.D. Cal., No. 15-cv-04912
<i>Gergetz v. Telenav, Inc. (TCPA)</i>	N.D. Cal., No. 5:16-cv-04261
<i>Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)</i>	M.D. Tenn., No. 3:14-cv-01707
<i>Underwood v. Kohl's Department Stores, Inc. et al.</i>	E.D. Pa., No. 2:15-cv-00730
<i>Surrett et al. v. Western Culinary Institute et al.</i>	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
<i>Watson v. Bank of America Corporation et al.;</i> <i>Bancroft-Snell et al. v. Visa Canada Corporation et al.;</i> <i>Bakopoulos v. Visa Canada Corporation et al.;</i> <i>Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.;</i> <i>Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)</i>	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
<i>In re Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)</i>	S.D. Fla., MDL No. 2599
<i>Vergara et al., v. Uber Technologies, Inc. (TCPA)</i>	N.D. Ill., No. 1:15-cv-06972
<i>In re Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)</i>	S.D. Fla., MDL No. 2599
<i>In re Takata Airbag Products Liability Litigation (OEM – Ford)</i>	S.D. Fla., MDL No. 2599
<i>Poseidon Concepts Corp. et al. (Canadian Securities Litigation)</i>	Ct. of QB of Alberta, No. 1301-04364
<i>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</i>	C.D. Cal., No. 8:14-cv-02011
<i>Hale v. State Farm Mutual Automobile Insurance Company et al.</i>	S.D. Ill., No. 3:12-cv-00660

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

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<i>Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.</i> (Overdraft Fees)	Dist. Ct. Okla., No. CJ-2015-00859
<i>Klug v. Watts Regulator Company</i> (Product Liability)	D. Neb., No. 8:15-cv-00061
<i>Bias v. Wells Fargo & Company et al.</i> (Broker's Price Opinions)	N.D. Cal., No. 4:12-cv-00664
<i>Greater Chautauqua Federal Credit Union v. Kmart Corp. et al.</i> (Data Breach)	N.D. Ill., No. 1:15-cv-02228
<i>Hawkins v. First Tennessee Bank, N.A. et al.</i> (Overdraft Fees)	13th Jud. Cir. Tenn., No. CT-004085-11
<i>In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation</i> (Bosch Settlement)	N.D. Cal., MDL No. 2672
<i>In re HSBC Bank USA, N.A.</i>	Sup. Ct. N.Y., No. 650562/11
<i>Glasko v. Independent Bank Corporation</i> (Overdraft Fees)	Cir. Ct. Mich., No. 13-009983
<i>MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company</i>	11th Jud. Cir. Fla, No. 15-27940-CA-21
<i>In re Lithium Ion Batteries Antitrust Litigation</i>	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
<i>Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.</i>	S.D. Fla., No. 14-cv-23120
<i>Small v. BOKF, N.A.</i>	D. Colo., No. 13-cv-01125
<i>Forgione v. Webster Bank N.A.</i> (Overdraft Fees)	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
<i>Swift v. BancorpSouth Bank, as part of In re Checking Account Overdraft</i>	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
<i>Whitton v. Deffenbaugh Industries, Inc. et al.</i> <i>Gary, LLC v. Deffenbaugh Industries, Inc. et al.</i>	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634
<i>In re Citrus Canker Litigation</i>	11th Jud. Cir., Fla., No. 03-8255 CA 13
<i>In re Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</i>	D.N.J., MDL No. 2540
<i>In re Shop-Vac Marketing and Sales Practices Litigation</i>	M.D. Pa., MDL No. 2380
<i>Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.</i>	27th Jud. D. Ct. La., No. 12-C-1599
<i>Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.</i>	27th Jud. D. Ct. La., No. 13-C-5380
<i>Russell Minoru Ono v. Head Racquet Sports USA</i>	C.D. Cal., No. 2:13-cv-04222
<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27th Jud. D. Ct. La., No. 13-C-3212
<i>Gattinella v. Michael Kors (USA), Inc. et al.</i>	S.D.N.Y., No. 14-cv-05731
<i>In re Energy Future Holdings Corp. et al.</i> (Asbestos Claims Bar Notice)	Bankr. D. Del., No. 14-10979
<i>Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.</i>	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
<i>Adkins et al. v. Nestlé Purina PetCare Company et al.</i>	N.D. Ill., No. 1:12-cv-02871

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<i>Steen v. Capital One, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
<i>Childs et al. v. Synovus Bank et al.</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Kota of Sarasota, Inc. v. Waste Management Inc. of Florida</i>	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
<i>In re MI Windows and Doors Inc. Products Liability Litigation (Building Products)</i>	D.S.C., MDL No. 2333
<i>Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Scharfstein v. BP West Coast Products, LLC</i>	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
<i>Smith v. City of New Orleans</i>	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
<i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i>	N.D. Cal., No. 11-cv-06700
<i>Gulbankian et al. v. MW Manufacturers, Inc.</i>	D. Mass., No. 1:10-cv-10392
<i>Costello v. NBT Bank (Overdraft Fees)</i>	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
<i>In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)</i>	E.D.N.Y., MDL No. 2221, No. 11-md-2221
<i>Wong et al. v. Alacer Corp. (Emergen-C)</i>	Sup. Ct. Cal., No. CGC-12-519221
<i>Mello et al. v. Susquehanna Bank</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>In re Plasma-Derivative Protein Therapies Antitrust Litigation</i>	N.D. Ill., No. 09-cv-07666
<i>Simpson v. Citizens Bank (Overdraft Fees)</i>	E.D. Mich., No. 2:12-cv-10267
<i>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5242-B
<i>Simmons v. Comerica Bank, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>McGann et al., v. Schnuck Markets, Inc. (Data Breach)</i>	Mo. Cir. Ct., No. 1322-CC00800
<i>Rose v. Bank of America Corporation et al. (TCPA)</i>	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
<i>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</i>	M.D. Pa., No. 3:12-cv-01405
<i>National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.</i>	E.D. Ark., No. 4:13-cv-00250
<i>Price v. BP Products North America</i>	N.D. Ill., No. 12-cv-06799
<i>Yarger v. ING Bank</i>	D. Del., No. 11-154-LPS
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., No. CV-11-4322294-00CP
<i>Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)</i>	Ark. Cir. Ct., No. 60CV03-4661
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056

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<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5244-C
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27th Jud. D. Ct. La., No. 12-C-1599-C
<i>Evans et al. v. TIN, Inc. et al. (Environmental)</i>	E.D. La., No. 2:11-cv-02067
<i>Casayuran v. PNC Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Anderson v. Compass Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Eno v. M & I Marshall & Ilsley Bank as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Blahut v. Harris, N.A., as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>In re Zurn Pex Plumbing Products Liability Litigation</i>	D. Minn., MDL No. 1958, No. 08-md-1958
<i>Saltzman v. Pella Corporation (Building Products)</i>	N.D. Ill., No. 06-cv-04481
<i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)</i>	E.D.N.Y., MDL No. 1720, No. 05-md-01720
<i>RBS v. Citizens Financial Group, Inc., as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Gessele et al. v. Jack in the Box, Inc.</i>	D. Ore., No. 3:10-cv-00960
<i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i>	E.D. La., No. 05-cv-04191
<i>Marolda v. Symantec Corporation (Software Upgrades)</i>	N.D. Cal., No. 3:08-cv-05701
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)</i>	E.D. La., MDL No. 2179
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic & Property Damages Settlement)</i>	E.D. La., MDL No. 2179
<i>Opelousas General Hospital Authority v. FairPay Solutions</i>	27th Jud. D. Ct. La., No. 12-C-1599-C
<i>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</i>	Ont. Super. Ct., No. 00-cv-192059 CP
<i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i>	Sup. Ct. Cal., No. RIC 1101391
<i>Case v. Bank of Oklahoma, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Harris v. Associated Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Wolfgeher v. Commerce Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>McKinley v. Great Western Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Lawson v. BancorpSouth (Overdraft Fees)</i>	W.D. Ark., No. 1:12-cv-01016
<i>LaCour v. Whitney Bank (Overdraft Fees)</i>	M.D. Fla., No. 8:11-cv-01896
<i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i>	E.D. Pa., No. 2:08-cv-04463

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<i>Williams v. S.I.F. Consultants</i> (CorVel Corporation)	27th Jud. D. Ct. La., No. 09-C-5244-C
<i>Sachar v. Iberiabank Corporation</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Williams v. Hammerman & Gainer, Inc.</i> (SIF Consultants)	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc.</i> (Risk Management)	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc.</i> (Hammerman)	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Gunderson v. F.A. Richard & Assocs., Inc.</i> (First Health)	14th Jud. D. Ct. La., No. 2004-002417
<i>Delandro v. County of Allegheny</i> (Prisoner Strip Search)	W.D. Pa., No. 2:06-cv-00927
<i>Mathena v. Webster Bank, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
<i>Vereen v. Lowe's Home Centers</i> (Defective Drywall)	Ga. Super. Ct., No. SU10-cv-2267B
<i>Trombley v. National City Bank</i> , as part of <i>In re Checking Account Overdraft</i>	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
<i>Schulte v. Fifth Third Bank</i> (Overdraft Fees)	N.D. Ill., No. 1:09-cv-06655
<i>Satterfield v. Simon & Schuster, Inc.</i> (Text Messaging)	N.D. Cal., No. 06-cv-02893
<i>Coyle v. Hornell Brewing Co.</i> (Arizona Iced Tea)	D.N.J., No. 08-cv-02797
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., No. 3:07-cv-03018
<i>In re Heartland Data Payment System Inc. Customer Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., No. 07-cv-08742
<i>Gunderson v. F.A. Richard & Assocs., Inc.</i> (Cambridge)	14th Jud. D. Ct. La., No. 2004-002417
<i>Miller v. Basic Research, LLC</i> (Weight-loss Supplement)	D. Utah, No. 2:07-cv-00871
<i>In re Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No. 1998
<i>Boone v. City of Philadelphia</i> (Prisoner Strip Search)	E.D. Pa., No. 05-cv-01851
<i>Little v. Kia Motors America, Inc.</i> (Braking Systems)	N.J. Super. Ct., No. UNN-L-0800-01
<i>Opelousas Trust Authority v. Summit Consulting</i>	27th Jud. D. Ct. La., No. 07-C-3737-B
<i>Steele v. Pergo</i> (Flooring Products)	D. Ore., No. 07-cv-01493
<i>Pavlov v. Continental Casualty Co.</i> (Long Term Care Insurance)	N.D. Ohio, No. 5:07-cv-02580
<i>Dolen v. ABN AMRO Bank N.V.</i> (Callable CD's)	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
<i>In re Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>In re Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., No. 05-cv-04182